



CITY OF BROWNSVILLE
PARKS AND RECREATION DEPARTMENT

YOUTH SPORTS ASSOCIATION CONTRACTUAL AGREEMENT
Spring 2023

Name: _____ Location: _____

Term Beginning Date: _____ Term Ending Date: _____

An Association is hereby recognized as a sports league that is governed and sanctioned by an accredited National or Regional organization.

Youth Sports Associations use public athletic facilities that are provided and maintained by the City of Brownsville. In return for the use of those facilities, the associations hereby agree to abide by the following standards, requirements, and guidelines set by the City of Brownsville Parks and Recreation Department (PARD). Failure to abide by these standards and guidelines (during and outside of contract timeframes) could result in restriction of facility use, the cancellation of this agreement, or limitations, restrictions, or forgo future contracts.

I. ANNUAL CONTRACTUAL AGREEMENT

Each Association will sign a *Youth Sports Association Contractual Agreement* with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling, and follow the schedule of required documents and deadlines. This agreement will be renewed each season. The agreement will be signed prior to an Association advertising and taking registration for a new season. In the event that Parks and Recreation staff does not recommend renewal, the Association may appeal to the Parks and Recreation Director or designee.

If multiple requests are made for same location, all attempts for joint use will be made based on preferred scheduling. Right of first refusal to leagues with history of use in long term good standing with Parks and Recreation Department. City reserves the right to assign scheduled days of use if warranted. A lottery system may be used for field allocation, should there be multiple requests for a location that cannot be accommodated with scheduling.

Each association may be required to make a presentation to the Parks and Recreation Advisory Board when requested, but no more than once a year, on the "State of the Association" which will include detailed financial reports and a general overview of the association.

To promote and educate the community about the importance of sustainability, the Parks and Recreation Department will require that each Association host and present the benefits of park stewardship to parents, athletes, coaches, volunteers, etc. that promotes cleaning up after yourself and others, use of reusable containers, and recycling single use items, encouraging leagues to create youth or team ambassadors to recycle or reuse their waste and conduct park clean ups.

II. ASSOCIATION MANAGEMENT AND SPORTS GUIDELINES

It is important that associations remain in good standing with the Parks and Recreation Department (PARD). Associations that have a record of good standing and fulfilling all contractual requirements including but not limited to janitorial and general site maintenance; provide required documentation in a timely manner; follow all and positively communicate with constituent's city ordinances for PARD rules, regulations, and contract requirements; and provide approved park improvement (stewardship: clean ups, recycle, beautification, investment, or capital improvements) will have priority having demonstrated long standing community benefit and improvement. Associations with a history of good standing and no violations may be exempt from field lottery allocations.

1. Each Association will submit their game and practice schedules as well as any season tournaments or special events (e.g., opening and closing ceremonies), in a calendar form, at least three weeks prior to the beginning of the season or April 1, whichever is sooner.
 - A. The lease terms and field use are for designated dates requested, PARD receives requests for rentals/leases and may let the fields on available dates. Associations may NOT use fields 7 days per week, maximum of 5 days per week.
 - a. To the schedule for the possibility of multiple requests. While traditionally the same leagues have operated at the same park for years, it may be necessary with the influx of field usage requests to share space.
 - B. Lottery Predicates and Procedures.

New Associations with less than 5 years of consecutive good standing will be entered into the lottery for underutilized or available locations/fields first.

 - a. Will have an equal opportunity to be selected.
 - b. Association zoning requirements and restrictions will be followed.
 - c. Lottery 1 for teams with 75% or more of Brownsville Residents
 - Complete with team roster, all player names, age, date of birth, and addresses.
2. Each Association must comply with the following in its presentation of programs to the public:
 - A. Before practices or games can begin, each Association must have a mandatory background check completed on all coaches, board members, and volunteers by a reputable organization that is approved by Parks and Recreation Department. (New coaches added during the year must also have this completed.)

- B. Under no circumstance should parents be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization, or league bylaws states differently.
- C. In an age division or league, non-traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses for select teams and/or all-star teams.
- D. In all age grouping, division or leagues, each group shall have equal priority to available field use time.
 - a. Team practices associated with the league on PARD athletic fields need to be practiced at the field the lease is associated with. Leagues may coordinate practice schedules with each other; however, a schedule must be submitted to PARD, so we have record of it to inform challengers of validity of use.
- E. Any expansion or changes in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Director or designee. **This includes Associations who wish to offer "select team" or All-Star practices and or games.** Requests must be in writing, received and approved prior to signing of the contractual agreement. Decisions will be based on overall benefit to the participants. Fees will also be assessed see Sec X-4.
- F. Associations will adhere to all City Ordinances and Parks and Recreation policies that regulate use of city athletic fields and facilities, found at brownsvilletx.gov.
- G. It is the responsibility of the Association to ensure/keep the peace with coaches, players, parents, or volunteers. However, if there are reoccurring incidents of which the Association fails to ensure/keep the peace the City could require the Association to provide Brownsville PD security and pay for those services for the daily operations from the provided calendar (Section II, item 1). Current collective bargaining agreement requires that Brownsville Police Department Security be used.
- H. Should a pandemic occur again or the resurgence of COVID-19 variant, an approved Reopening Plan or COVID-19 Safety Plan may be required at any time before or during the term of the contract, as long as PARD fields are in use by the association. This plan may require approval by all or some of the following: PARD Management, the Public Health Department, the BTX Recovers Committee, and or Mayor/City Commission. If such an occurrence occurs:
 - a. Associations will adhere to all CDC, State, and local guidelines related to COVID-19, or pandemic, throughout the lease.
 - b. Permits will be issued to coaches after approval of your plan and only to coaches submitted by the league with the team name and roster, and must be on hand during all phases, no transference of permits is permissible. Parks and Recreation Department and or Brownsville Police Department will be performing random audits throughout the season to ensure all measures are being followed and enforced.

- c. All staff, players, umpires, officials, and spectators are recommended to wear a mask or face covering until CDC, State, and Local authorities declare masks are no longer recommended.
- d. When components in the Associations approved reopening plan or safety plan are more restrictive than items in this contract, such as concessions or tournament requirements, it supersedes any less restrictive in this contract.

III. PARTICIPANT FEE REQUIREMENTS

1. Youth sports associations shall pay a maintenance/user fee per registrar per season. Fees will increase annually by .50 cents but not exceeding \$10.00 dollars per registrar.

Rental Fee Yearly Increase (example): The rental fee will increase on a yearly basis, beginning on Jan 1 of each year as follows:

- A. 2023 - \$8.50 per registered player per season
- B. 2024 - \$9.00 per registered player per season
- C. 2025 - \$9.50 per registered player per season
- D. 2026 \$10.00 per registered player per season

* _____ Licensee Initial for understanding of Rental Fee increase

2. PARD is to collect fees for all field usage. The fees collected in no way shape or form cover the expense of utilities, field maintenance, or staffing, etc. expended by PARD. The nominal per player fee is to help offset these expenses. Therefore, associations must have all other field usage that charges a fee be approved by PARD and have a written agreement.

- A. Associations may not charge any fees without prior approval of the Parks and Recreation Department for **any** occurrence. Each occurrence will be considered separately.

- B. **User shall not sub-lease facilities or collect fees from any other user without prior permission (ex: Approved tournaments, inter-league scheduling, practices, etc.)**

- a. Associations who host unsanctioned, non-approved, non-youth, sublease academies, training, or profit in any way from sublease of the fields will be required to pay the rental rate of the field for hours used, and the contract violation documented.

IV. INSURANCE REQUIREMENTS

1. Individual players and participants are not covered by any insurance policy held by the City of Brownsville.
2. All Youth Sports Associations shall be required to carry commercial general liability insurance with minimum coverage of \$100,000.00 against liability for damage to property in any single occurrence and for not less than \$250,000.00 for injury to each person, subject to a limit of not less than \$500,000.00 protection against injury or death to two or more persons in a single accident occurrence; also, said insurance shall name the City of Brownsville as an additional insured. Insurance policies that do not meet these requirements will be forwarded to the City's

Safety and Risk Division for review where a determination of acceptance will be made. A certified copy of a certificate from the carrier of such insurance policy shall be furnished to the City of Brownsville prior to occupancy and use of the leased premises. This certified copy will need to be submitted no later than one (1) week before Association use begins.

3. Glass breakage or other damage to vehicles on rights-of-way or parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Brownsville, and the City shall be held harmless from such incidents. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during league games.
4. Theft and loss of property, equipment and supplies caused by inclement weather, or any other means is not the responsibility of the City of Brownsville, and all participants shall hold the City harmless from and against any damages from such incidents. This includes all items stored in concession facilities, meeting rooms and storage areas.

V. BUDGET AND FISCAL CONTROLS

1. Each Association will submit the previous seasons financials and the current season's projected budget. Within forty-five (45) days after each program season ends, copies of monthly bank statements for the previous season and a detailed financial report, which shall be submitted with an end of season report indicating all final participation numbers.
2. To assure some fiscal control, Associations will:
 - A. Submit documentation that verifies valid Non-profit status.
 - B. Immediately notify Parks and Recreation Department, in writing, of any financial difficulty.
 - C. Will be subject to The City inspecting the Association's books at any time, and it will be the Association's responsibility to provide all requested items upon request.

VI. CONCESSIONS

1. Sports associations may operate concession stands under the following Guidelines:

Please check which option your Association will choose.

- ☐ Option 1: Associations may choose to not operate Concession in which case the city would operate said concession stand for the season.
- ☐ Option 2: Associations will be required to pay a fee of 8% on all sales of concessions in route to the termination date listed on the contract.
- A. This agreement applies only to the regular season. Post season must be scheduled and approved separately by Parks and Recreation Department.
 - B. If permanent City stands are available at a facility, they will be available to the associations that have games scheduled at the location.
 - C. If only one stand is available at a facility, and if two associations are playing during the same season, associations will alternate seasons or years by agreement between the associations. When a facility is operating under an alternating arrangement, the groups operating the stand(s) will be responsible for opening for all regular season games of both groups unless

only one game is being played. Prior to setting game schedules, both groups will be required to meet to discuss concession needs.

- D. All stands must meet Health Department requirements and permits must be obtained from the Health Department three weeks prior to the start of each season. Failure to maintain health requirements will result in forfeiture of concession stand use for the remainder of the current season.
- E. Associations must do an inspection of concessions stands with Parks and Recreation Department staff two weeks prior to the start of each season and no later than two weeks after each season. By doing so, this will provide ample time to note repair needs and note areas of concern.
- F. Associations must pick up litter in their leased area daily including the breakdown of all boxes. Associations will tie and remove all trash bags from and dispose of properly in dumpsters. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association for the remainder of the season. Should additional trash receptacles be required a request needs to be submitted in writing. If additional bulk storage is required, the association needs to pay for another container to the contracted company.
- G. Associations may not sub-contract this operation out to a third party. They must operate these stands themselves unless the Parks and Recreation Director provides written approval.
- H. Special events held in the park where sales of goods may occur such as opening and closing day events, camps, clinics, and fundraising events should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between associations.
- I. Any other sales of concessions not identified in this agreement must comply and pay fees as required under current City ordinances.

VII. SCHEDULING - STATUS OF PLAYING CONDITIONS

- 1. City sponsored Parks and Recreation Department activities will have priority in scheduling matters. The Parks and Recreation Department reserves all rights in assigning teams to respective sites of play in order to facilitate program scheduling. The City will give due consideration on scheduling for groups providing programs for youth activities.
- 2. During non-contractual periods, all fields must be reserved through the Parks and Recreation Department. All fields are closed to league play between November 1 and February 1 unless approved in writing by the Parks and Recreation Director or designee.
 - A. Fields
- 3. Field preparation requests **MUST** be submitted by no later than a month before the scheduled activities. All game practice schedules must be in calendar form (as per Section II # 1).
- 4. All fields will be marked by individual associations. Additional field prep from Parks and Recreation Department for tournaments can be requested but requires approval from the Parks and

Recreation Director or designee (Fees associated with request see Section X # 4).

5. The Parks and Recreation Director or designee must approve Fall programs. All requests are due no later than July 10, 2023. Consideration will be given to field availability and maintenance impact. Fall field maintenance and rest will be coordinated and could start as soon as November 1.
6. The Youth Associations will assist in checking the game sites in advance and render a decision relative to scheduled games for that date when inclement weather conditions exist.
7. The City has the absolute authority to close the parks and facilities in the event inclement weather, wet grounds, or any other "act of God" which would cause questionable playing conditions. Should the Association use the facilities in violation of this policy, they shall forfeit their right to use the facility for the remainder of the current season.
8. City parks close at 10:00 P.M. Monday- Thursday, and 11:00 P.M. Friday - Saturday. Any exception to the park closing time for tournaments or any other special event must be approved in advance by the Parks and Recreation Director or designee.

VIII. FIELD/FACILITY USE AND ENCHANCEMENTS

At the beginning of the season in time for scheduled games, PARD will provide the Association fields that are maintained, adequately repaired and in safe, good working condition. The Association assumes the responsibility to safeguard and maintain the fields including protecting irrigation lines (no driving on the grass or staking), fences (not for ball rebound), Field Lights (are on timers, no manual override is permitted unless written authorization by the Department Director or Designee), grass, and other amenities, and will provide supplies to dress their fields once use begins.

1. Association shall erect no improvements nor place any items on the Site without prior written approval by the City. The Site must be maintained to present a neat and attractive appearance to the satisfaction of the City. Any items or improvements brought on the Site by the Association must be approved in writing by City and shall not remain on location after permitted hours of operation unless prior written approval of City is obtained.
2. Improvements/Enhancements, upon expiration or termination of this Agreement, and any trade fixtures, structures, and installations or additions to the Site now existing or constructed on the Site by Association shall be deemed to be part of the Site and shall become City's property free of all liens and claims. All personal property remaining on the Site after expiration or termination shall also become the property of City. Permanent Banners can be displayed during the games and removed immediately after the games.
3. Improvements/Enhancements will be subject to City inspection and must meet City codes.
4. Sponsors may be recognized through banners during games only. No other signage will be allowed at any time in the park unless written request is approved through the Parks and Recreation Department. This includes wood signage posted on fencing.
5. Associations shall be prohibited from performing any maintenance to any turf or fields without permission from the Parks and Recreation Director or designee.

6. Associations shall empty all trash receptacles after play and pick up all trash on and between all playing fields and bleacher areas on scheduled game days. Failure to do so will result in user losing concession privileges for the remainder of the season. If this occurs during the last quarter of the season, concession privileges will be suspended for the remainder of the current contractual season and the first half of the next contractual season.
7. Field use should be scheduled so that all play is concluded no later than fifteen (15) minutes before the scheduled park closing times as noted in Parks and Recreation Rules & Regulation.
8. The City is not obligated to provide storage or meeting space for associations or organizations. Any City property storage area that is made available to user groups shall be maintained in a clean and orderly manner or the user's privilege to use said space will be revoked.
9. Restroom Facilities.

The Parks and Recreation Department (PARD) has invested considerable time, investment, and effort to repair and improve athletic fields restrooms; therefore, to provide adequate park service to all citizens of Brownsville, the City will have restroom servicing (repair) and inspections by city staff at least once per day during the contract duration Monday through Friday. The Association shall report any restroom discrepancies as soon as they occur via text or phone call followed by an email and or City of Brownsville work order within 24 hours to the Athletic Supervisor to appropriately address. Please turn off water sink or toilet water to an individual component if there is a leak.

At the beginning of the season PARD will provide the Association an adequate supply of paper & cleaning supplies, restrooms that are clean and sanitized and free from bad odors, and in good working condition. The Association assumes restroom cleaning maintenance as soon as field use begins and is responsible for their own supplies when the stock of PARD supplies runs out.

In accordance with the master plan standards all restrooms should be maintained for safety, function, and ensure a high-quality appearance, the Association should report safety issues immediately to the Athletic Supervisor via the work order form and submit via email for proper care and attention. High volume use may dictate two or more restroom servicing's per day in such cases as a tournament, the Association is responsible for the upkeep of the restrooms OR as an alternative city staff can be scheduled at least two weeks in advance for a separate fee (see Sec X-4).

10. The Parks and Recreation Director or designee may at their discretion, inspect leased facilities, and all improvement thereon, at any time for the purpose of inspecting or maintaining such premises and doing any and all things which the City is obligated to do, or which may be deemed necessary or desirable by its officials for the proper conduct and operation of the Association. Keys for such places shall be provided to the Parks and Recreation Department.

IX. FIELD ALLOCATIONS

1. The department has approved the following field assignments (Section I):
KICKBALL

- A. East Brownsville Little Miss Kickball - Use of all four fields at **Morningside Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- B. Brownsville North Little Miss Kickball- Use of all four fields at **FM 511 Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- C. Tip-O-Tex Little Miss Kickball - Use of all four fields at **Oliveira Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- D. Riverside Little Miss Kickball - Use of all four kickball fields at **Gonzalez Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.

BASEBALL/SOFTBALL

- E. South Texas Baseball - Use of both baseball fields at **Gonzalez Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- F. Wild Pitch Youth Baseball League - Use of all four baseball fields at **Morningside Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- G. West Brownsville Little League - Use of both baseball fields at **West Brownsville Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.

- H. East Brownsville Little League - Use of both baseball fields at **Lincoln Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - I. BSP Little League - Use of all four baseball fields at the **Brownsville Sports Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - J. Possibly Available - Use of both baseball fields at **Trico Field** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - K. BOYSA Youth Soccer League - Use of all soccer fields and soccer "areas" (as Defined by the site map) at **Oliveira Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - L. Possibly Available - Use of 2 baseball fields at **Oliveira Park** and concession facility from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - M. BRASA Adult Soccer League - Use of the soccer field at **Gonzalez Park** from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
 - N. BRASA Morningside Park- Use of soccer field at **Morningside Park** from thirty days (30 days) prior to the Parks and Recreation Department approved league start date to thirty days (30 days) after the Parks and Recreation Department approved league end date. Any additional use must be coordinated with Parks and Recreation Department.
- 2. Field allocations remains in effect until otherwise noted by the City of Brownsville Parks and Recreation Department.
 - 3. New Associations must submit their request for preferred location and provide preferred schedule so that PARD can determine if there is any remaining field availability that meets their needs. PARD will provide the available dates of preferred location or availability of other locations.
 - A. All exhibits must be provided for new association field allocations.

X. TOURNAMENTS, CAMPS AND SPECIAL EVENTS

Due to the increase in requests for field allocations to host tournaments, camps, clinics, and events, the added impact on personnel and operational budgets, the City of Brownsville Parks and Recreation Department will limit the number of tournaments and camps that can be held at city facilities, if necessary.

1. Requests for use of city athletic fields and parks for tournaments, camps, clinics, and special events must be made in writing ideally at least two months in advance, there is no guarantee fields can be prepared to be in safe condition for last minute requests. Special circumstances need approval from the Parks and Recreation Director or designee. The Parks and Recreation Department will render a decision within one week of the request. Tournaments and special events must not be planned in advance until the Association receives written approval by the department.
2. Tournaments may only take place within the allowable dates according to the contractual agreement. Associations will be responsible for picking up trash and field preparations. Requests for help from the City such as field marking, grass cutting, lighting, trash receptacles etc., must be approved by the Parks and Recreation Director or designee no later than a one month prior to the tournament.
3. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Director or designee.
4. If an Association needs weekend maintenance for cleanup or work by the Athletic Field Crew, and staff is available to work, a fee of \$18 an hour per staff member will be charged (Minimum 4 hours). A final settlement will be made on the following Monday for time used if exceeded and approved. Otherwise, the Associations will be responsible for picking up trash on the indicated event. A fee of \$100 will be charged and added to the fees of the cleanup and Athletic Field Maintenance Crews if, inspections on the following Monday find that park was left in unacceptable conditions that are not neat and attractive in the park's presentation.

XI. REVOCATION OF CONTRACT

1. Enforcement of this contract will be through periodic monitoring by the Parks and Recreation Department and any reports made by citizens to the City. Violations of this contract will be brought to the attention of the Parks and Recreation Director and/or City Manager for action.
2. The Associations are responsible for controlling the use of utilities during this length of this contract. Abuse of utilities may result in the contract being revoked (e.g., lights, water, etc.).
3. Failure to comply with all the provisions set in this contract shall result in this contract being revoked by the City of Brownsville and all privileges set forth being eliminated.
4. Reapplication for use of city facilities may be presented to the Parks and Recreation Director and/or the City Manager the following season.
5. This agreement may be terminated by either party upon thirty (30) days advance notice to the party, unless for reasons otherwise stipulated in the contractual agreement.

6. This agreement may be amended by the mutual consent of the parties set forth in writing.

XII. DISCRIMINATION

1. The Association in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, sex, or national origin discriminate or permit discrimination against any person or group of persons in any manner.

XIII. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

All required documentation to the City of Brownsville Parks and Recreation Department shall be submitted to the Director or designee of Parks and Recreation on the following dates:

CHECKLIST FOR THE YOUTH SPORTS ASSOCIATIONS USE OF THE CITY ATHLETIC FACILITIES

- ☐ *Application submitted between thirty (30) days of planned use.*
- ☐ *The Association will provide the City of Brownsville copies of financial statements no later than March 15, 2023.*
- ☐ *Signed Youth Sports Association Contractual Agreement required before use of facilities. Based on calendar from association.*
- ☐ *City of Brownsville is named as an additional insured on the Certificate of Insurance and submitted to the City no later than March 15, 2023.*
- ☐ *List of Association Board of Directors with names and addresses and submitted to the City by no later than March 15, 2023.*
- ☐ *Game schedules are to be submitted to the City no later than three weeks prior to beginning of season (see Section II. 1).*
- ☐ *A written report, which includes the total number of participants, will be turned into the Parks and Recreation Department no later than March 15, 2023.*
- ☐ *Maintenance fees are to be submitted to the City no later than April 5, 2023, including 8% Concession fees from previous season are due. (The concession fees will go back to park improvements at each site).*
- ☐ *Proof of health permits for concession prior to the sales of any concessions.*
- ☐ *Copy of keys for any buildings for City Personnel to conduct inspections as required by City Risk and Safety department.*

If required documents are not submitted in the times set forth, the City of Brownsville reserves the right to terminate this agreement including field prep, concession privileges, and field lights. If the City

terminates the contractual agreement the Association will forfeit all rights of use of ALL athletic fields, concession privileges and field lights.

XIV. AGREEMENT APPROVAL

The person executing this agreement on behalf of the Association or representing themselves as executing the agreement on behalf of the Association warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

Association: _____	City Rep Name: _____
Rep Name (Print): _____	Title: _____
Signature: _____	Date: _____
Date: _____	
Email: _____	
Phone #: _____	

THE STATE OF TEXAS§

§

CITY OF BROWNSVILLE §

BEFORE ME, the undersigned authority, a Notary Public in and for said State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, and consideration therein expressed, and in the capacity as set forth therein.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this _____ day of _____, _____ A.D.

NOTARY PUBLIC, STATE OF TEXAS