

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Keith Young, Cultural Service Manager
Through: Eric Meyer, Director of Economic Development and Planning
Date: May 1, 2013
Subject: Facility Use Agreement

REQUEST:

The Cultural Services Division requests City Council approval of the Facility Use Agreement.

BACKGROUND:

This Facility Use Agreement sets forth the terms and limits associated with the use of Cultural Services Division's athletic facilities. The terms of this agreement are not subject to alteration and must be signed annually by both the league/association President and the Cultural Services Division, before any use will be assigned.

DISCUSSION:

In the past the City's Parks and Recreation Division has never had a Facility Use Agreement with any of our recreation leagues. In October 2012, the City of Gautier formed a Cultural Service Division which produced this Facility Use Agreement that sets out the responsibilities for the City and the recreation leagues and other potential users.

RECOMMENDATION:

The Cultural Services and Parks Department staff recommends that City Council approve the Facility Use Agreement as described above. City Council may

- 1) Authorize the Facility Use Agreement.
- 2) Authorize the Facility Use Agreement with changes; or
- 3) Disapprove the Facility Use Agreement as presented.

ATTACHMENT(S):

Facility Use Agreement



City of Gautier's Cultural Services Division Facility Use Agreement

This agreement sets forth the terms and limits associated with the use of City of Gautier Cultural Services Division athletic facilities. The terms of this agreement are not subject to alteration and must be signed annually by both the League/Association president and the Cultural Services Manager, or designee, before any use will be assigned.

Facility Requested _____

Date(s) Requested _____

League/Association Making Request _____

The City of Gautier's Cultural Services Division supports the **F.U.N. Principles** in all of our Youth Programs:

- F – Fun-** Making sure every participant has fun while learning to play the game the right way.
- U - Understanding** – Every participant will learn the proper rules of the game, and the concepts of teamwork, self-esteem, and good sportsmanship.
- N – Never Quit-** Participants learn to work hard and never give up no matter what the score. When they do that, win or lose, everyone is a winner.

A violation of the F.U.N. Principles will be deemed grounds for termination of this Facility Agreement.

League Responsibilities/Guidelines

1. The League will furnish the City of Gautier's Cultural Services Division (CSD) with a copy of all rosters (to include name, address, phone #, email) of all participants prior to the start of the season.
- 2.
3. All youth coaches and volunteers must complete an approved coach's application on an annual basis and a criminal background check must be passed prior to the coach being assigned a team each season.
4. The League will furnish CSD with a list of contacts (to include name, address, phone #, email) for League officials before registration and a coach's contact list (to include name, address, phone #, email) prior to the start of the season.
5. The League will furnish CSD with a copy of their articles of organization, by-laws, and a copy of their playing rules for all ages. If at any time rules or by-laws are changed a copy must be provided to CSD.
6. The League shall notify CSD of all registration dates, times, etc. at least two weeks prior to the start of registration. All schedules (games, tournaments, etc.) shall be provided to CSD as soon as they are available, but no less than one week prior to game play. Any changes made to the schedule must be provided in writing to CSD.
7. The League shall be responsible for all daily clean-up of concession areas, storage facilities, dug-out areas, and the removal of all litter into provided trash receptacles. Restrooms must be maintained in clean operating condition.
8. The League must also maintain their own cleaning supplies with the exception of paper towels and toilet paper for the restrooms.
9. The League will provide at least two work days per season with at least five volunteers where painting, pressure washing, fence repair, goal anchoring, net install/repair, and other maintenance work is performed by League volunteers. The League will notify the Recreation Coordinator of the work days and the materials needed to perform the work one week prior to the work days.
10. The League shall report any maintenance problems to CSD the morning after the problem was noted by the League. CSD will then place a work order for the problem to be corrected as soon as possible.
11. All changes or improvements made to the facilities must be requested in writing and approved, prior to any action being taken by the League, by the City of Gautier Cultural Services Manager.
12. The League will handle all disciplinary problems in the manner prescribed by their by-laws. Any disciplinary problems involving fighting or physical altercations, or anytime the police are called, the League must notify the CSD in writing within 24 hours of the incident.
13. The League shall maintain accident insurance for participants. The League will report all accidents or injuries requiring medical assistance to the CSD in writing within 24 hours of the incident.
14. All signs to be placed on fences or buildings must be approved by the CSD.
15. In the event of inclement weather, the CSD will make the determination of unsafe or unplayable conditions by 2:00pm weekdays. It is the responsibility of the League to contact the Recreation Coordinator.

16. The League officials' meetings will be considered public and it is recommended that a one week notification be made of all public meetings. Notify the CSD as soon as a meeting is called.
17. The League is responsible for the collection of all litter created by concession sales. This includes, but is not limited to, peanut hulls and paper from straws. All boxes will be placed in a dumpster located at the site.
18. The League is responsible to collect state taxes as set forth by the MS State Tax Commission to include sales and admissions. The payment of these taxes will be the responsibility of the League and paid directly to the Tax Commission. The League will provide proof to CSD that they have met this responsibility.

The City of Gautier Cultural Services Division (CSD) will be responsible for the following:

1. CSD will provide safe playing fields and facilities for the League practices and games.
2. CSD will provide the League with materials for the two scheduled work days such as paint, fence materials, goal anchors, nets, etc. The Cultural Services Division Manager shall approve/disapprove the list of improvements based on budgetary constraints.
3. CSD will ensure that the grass is cut on a planned rotation, lay-out and line fields for scheduled games. CSD will construct pitching mounds, repair dug-outs and handle all general maintenance such as plumbing and electrical repairs to facilities.
4. CSD will provide training to coaches upon request from the League. It is recommended that all coaches be certified.
5. CSD will allow the League to use the facilities for meetings and registration at no cost. Facilities will be scheduled based on availability.
6. CSD will empty trash barrels at all facilities for the League at regularly scheduled games. Special events, tournaments and other functions requiring extra trash removal must be approved by the CSD.
7. CSD will pay all utilities for all fields and facilities. CSD will furnish and maintain all lighting at fields and make repairs as necessary. CSD will furnish bases, home plates, pitching rubbers, goals, nets, etc.
8. CSD will assist the League, if needed, with scheduling, clerical assistance, team organization, etc. The CSD may make recommendations for scheduling in the best interest of players. It is expected that if the League has too few teams register, then the League will seek games with nearby Leagues in order to afford players more experience and competition.
9. CSD will offer training clinics for League coaches and volunteers, based on availability. Clinics will be scheduled in advance at a convenient time for the League and the CSD.
10. CSD may charge the League a fee for repair of damages to any facility, caused by negligence of the League or board members. The League may also be charged for items lost (such as locks or CSD equipment).
11. CSD is here to assist your League in any way to make your season a success. Please keep us informed of League needs in a timely manner.

