RULE NO.: _____

NOTICE OF PROPOSED RULE **POSTING DATE: July 22, 2013**

AUSTIN CITY CLERK
RECEIVED
2013 JUL 22

The Director of the Parks and Recreation Department proposes to adopt the following rule after August 23, 2013.

> Comments on the proposed rule are requested from the public. Comments should be submitted to Roy Morgan, PARD Youth Sports Recreation Coordinator, 515 South Pleasant Valley Road, Austin, TX 78741, Roy.morgan@austintexas.gov, 512-978-2670. To be considered, comments must be submitted before August 23, 2013, the 32nd day after the date this notice is posted. A summary of the written comments received will be included in the notice of rule adoption that must be posted for the rule to become effective.

EFFECTIVE DATE OF PROPOSED RULE

A rule proposed in this notice may not become effective before the effective date established by a separate notice of rule adoption. A notice of rule adoption may not be posted before August 23, 2013 (the 32nd day after the date of this notice) and not after October 20, 2013 (the 90th day after the date of this notice).

If a proposed rule is not adopted on or before October 20, 2013, it is automatically withdrawn and cannot be adopted without first posting a new notice of a proposed rule.

TEXT OF PROPOSED RULE

A copy of the complete text of the proposed rule is available for public inspection and copying at the following locations. Copies may be purchased at the locations at a cost of ten cents per page:

> Parks and Recreation Department Administrative Office, located at 200 South Lamar Boulevard, Austin, Texas; and
>
> Office of the City Clerk, City Hall, located at 301 West 2nd Street, Austin, Texas.

BRIEF EXPLANATION OF PROPOSED RULE

The proposed rule adopts procedural and substantive requirements for use of public and private athletic fields by Youth Sports Organizations to provide youth sports services under City Code Chapter 8-1, Article 6.

The proposed rules:

(1) Adopt the forms to be used for the Athletic Field Use Agreement on public fields and the Youth Sports Services Agreement on private fields.

(2) Establish the process for a Youth Sports Organization to be considered for an Agreement and documentation required before the Agreement may be executed.

(3) Establish residency requirements for youth served.

(4) Establish field maintenance and pest management requirements.

(5) Prescribe field signage requirements.

(6) Prescribe annual report requirements.

AUTHORITY FOR ADOPTION OF PROPOSED RULE

The authority and procedure for adoption of a rule to assist in the implementation, administration, or enforcement of a provision of the City Code is provided in City Code Chapter 1-2. The authority to adopt administrative rules to implement Chapter 8-1 Article 6 is provided in City Code Section 8-1-82. The authority to enter into agreements regarding the use of public and private athletic fields by youth sports organizations is established in City Code Chapter 8-1 Article 6.

CERTIFICATION BY CITY ATTORNEY

By signing this Notice of Proposed Rule, the City Attorney certifies the City Attorney has reviewed the rule and finds that adoption of the rule is a valid exercise of the Director's administrative authority.

REVIEW AND APPROVED:

Sara Hensley, Director
Parks and Recreation Department

Date: 7-17-13

Karen Kennard, City Attorney

Date: July 18, 2013

This Notice of Proposed Rule was posted on a central bulletin board at City Hall by the City Clerk. Date and time stamp is on the front of the notice.

Section 100—Use of Athletic Fields by Youth Sports Organizations

1. General.

A. The information in this section is intended to define the procedural and substantive requirements for use of athletic fields and provision of youth sports services by Youth Sports Organizations under City Code Chapter 8-1, Article 6.

B. City-owned or controlled athletic fields must be used to provide quality recreational opportunities to the public; to this end, the City uses a reservation system for public use of its athletic fields. City Code Chapter 8-1 Article 6 establishes an alternative to the reservation system, whereby longer term reservations are made, a portion of the utility costs are funded by the City, and in exchange the field is maintained and youth recreational programs are provided to predominantly Austin residents under specific terms and conditions.

C. City Code Chapter 8-1, Article 6 also provides a mechanism for private athletic fields whereby a portion of the utility costs are funded by the City and in exchange the private athletic fields are used to provide youth sport services to predominantly Austin residents under specific terms and conditions.

D. Use of public athletic fields for private commercial or financial gain is inconsistent with the City's mission.

E. The City Parks and Recreation Department staff will work to avoid scheduling conflicts on public fields while servicing the needs of multiple user groups. City staff will also act as a liaison between user groups with similar needs.

2. Terms, Definitions.

A. Unless otherwise provided, terms have the meaning ascribed to them in the City Code.

B. In this section:

1. "Director" means the director of PARD, and includes the director's designee.

2. "PARD" means the City of Austin Parks and Recreation Department.

3. "Sports Season" means the time frame within which YSO will use public fields.

4. "Youth Sports Organization (YSO)" means a non-profit organization providing recreational sports programs to the citizens of Austin aged 19 or younger on a non-profit basis.

5. "YSO Agreement" means an agreement with a YSO authorized by Chapter 8-1.

6. "Utility Costs" means the cost of water, wastewater, and electricity.

3. YSO Agreements.

A. Attached as **APPENDIX A** is the YSO Athletic Field Use Agreement for Public Fields. Pursuant to City Code Section 8-1-83, this agreement must be used to participate in the YSO program on a public field.

B. Attached as **APPENDIX B** is the YSO Youth Sports Services Agreement for Private Fields. Pursuant to City Code Section 8-1-84, this agreement must be used to participate in the YSO program on a private field

4. Granting and Terminating YSO Agreements.

A. Letter of Interest.

Not later than May 1, YSO must submit a letter of interest including:

1. The documentation required under the administrative rules.

2. If a public field agreement:

a. the athletic field(s) requested to be reserved under the proposed agreement, and

b. the dates and times requested for use of each field.

3. The projected participation by Austin residents as a percentage of total participants, broken down by programs, leagues, or activities proposed.

The letter of interest may be sent via email, hand delivery, or postal service and must be sent to:

PARD Youth Sports Recreation Coordinator
515 South Pleasant Valley Road
Austin, TX 78741
512-978-2670

B. Documentation Required before Execution of YSO Agreement.

1. Proof of status as non-profit organization, specifically indicating the YSO is in good standing with the Internal Revenue Service as a 501 (c) (3) organization.

2. Certificate of insurance naming the City of Austin as an additional insured.

3. Proof of comprehensive general liability insurance with a combined single limit of $1,000,000 per occurrence.

4. Budget for utility costs for each field requested, on a per meter basis.

5. Proof that YSO performed criminal background checks within the past 6 months on all YSO employees and volunteers.

C. Termination.

If the YSO Agreement is terminated, the public fields shall immediately upon termination become available for public reservation. If YSO wishes to use the public fields after termination of the Athletic Field Use Agreement, YSO must reserve the fields through PARD's reservation system.

5. Residency of youth served by YSO.

A. A youth participant is considered an Austin resident if:

1. A parent or guardian has a permanent residential address within the city limits of the City of Austin, as evidenced by a recent utility bill or other documentation deemed sufficient by PARD; or

2. A parent or guardian is the owner of a business within the city limits of the City of Austin, as evidenced by a tax assessment or other documentation deemed sufficient by PARD.

B. Not less than 75% of YSO youth participants must be Austin residents.

6. Field Maintenance Requirements.

A. Attached as **APPENDIX C** is the YSO public field maintenance requirements YSO must follow in maintaining a public field.

B. Attached as **APPENDIX D** is the Integrated Pest Management requirements YSO must follow in maintaining a public field.

7. Signage.

A. Sponsorship Banners on public fields must meet the following requirements:

1. the advertisement must be viewable solely from the interior of the field.

2. the banner must be safely secured to avoid risk of injury to participants or the public.

3. the banner may not promote alcoholic beverages, fire arms, tobacco products, or adult subject matter.

B. Required Signs on private fields must meet the following requirements:

1. the sign must communicate the partnership between the City of Austin and YSO.

2. the design and content of the sign must be approved by the director. An example of acceptable language is:

Youth Sports Programming Supported through a Partnership between

City of Austin Parks and Recreation Department

and *{insert name of YSO here}*

3. at least one sign per field is required, preferably at the entrance or a highly visible location.

4. the location of the sign will be mutually agreed upon by the director and YSO.

8. Annual Report.

The annual report must include the following:

1. List of all activities, programs and leagues funded under the Agreement for the past year

2. A separate expense/revenue report for each program, league, or activity funded under the Agreement for the past year.

3. A separate expense/revenue report for YSO fundraisers, if any, scheduled under the Agreement in the past year

4. Change in YSO single point of contact, if any.

5. Youth served under the YSO Agreement for the past year:

a. List of total participants—without duplication-- indicating for each participant all programs participated in, residency status, and type of proof of residency provided. From this list, extrapolate the percentage of total participants for the year who are Austin residents.

b. List of participants broken down by program, league or activity, indicating for each participant residency status and type of proof of residency provided. From this list, extrapolate the percentage of participants who are Austin residents for each program, activity, or league for the year.

APPENDIX A

YSO Athletic Field Use Agreement for Public Fields

City of Austin Parks and Recreation Department
Athletic Field Use Agreement for Public Fields
With Youth Sports Organization

This Athletic Field Use Agreement (the "Agreement") is entered into by and between the City of Austin, a home-rule municipal corporation situated in Hays, Travis, and Williamson Counties (the "City") and _____, Inc., ("YSO") a non-profit corporation acting by and through its president, _____.

WHEREAS, the services provided by YSO benefit the public by providing recreational opportunities to the youth of Austin; and

WHEREAS, The City and YSO wish to enter into an agreement, as authorized by Chapter 8-1, Article 6 of the Austin City Code, for the use of city-owned athletic fields for youth recreation programs;

NOW, THEREFORE, for and in consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

I. DEFINITIONS

A. ADMINISTRATIVE RULE(S) means rules prescribed by the City to implement City Code Title 8, adopted in compliance with City Code Chapter 1-2.

B. DIRECTOR means the Director of the City's Parks and Recreation Department, or designee.

C. IMPROVEMENT means any modification that adds value.

D. PARD means the City's Parks and Recreation Department

E. SPORTS SEASON means the time frame within which YSO seeks to use the subject fields under this Agreement.

F. SUBJECT FIELD(S) means the public athletic field(s) listed in section II A of this Agreement.

G. UTILITY COSTS means the cost of water, wastewater, and electricity.

II. CITY FUNDING

A. FEES FOR USE OF FIELDS

As provided in City Code section 8-1-83(B), the City agrees to waive the fees for YSO to use the following city-owned athletic fields to provide youth recreation programs on the dates and times scheduled under this Agreement:

Complex/field name: Address: number and type of field(s):

(1) _____
(2) _____
(3) _____

B. UTILITY COSTS

1. As provided in City Code section 8-1-83(B), the City agrees to fund the use of water, wastewater, and electricity by YSO in providing youth recreation programs at the subject fields in an amount not-to-exceed $_____.00 per field for the 20__-20__fiscal year beginning October 1, 20__.

2. Utility costs attributable to YSO's use of the subject fields in excess of the not-to-exceed amount established in this Agreement shall be paid by YSO not later than 30 days after receiving a statement from the City.

3. Utility costs attributable to use of the subject fields by the public shall be paid by the City.

4. Upon receipt of a request for renewal of this Agreement as provided in section X B, the City will calculate the not-to-exceed amount of utility costs to be funded for the additional year, based upon allocations in the City's annual budget. The City will communicate the not-to-exceed utility costs to be funded to YSO and the amount will be included in the renewal document.

III. CITY RESPONSIBILITIES

A. The City shall appoint a single point of contact with the YSO for performance of this Agreement ("SPOC"). The City's SPOC contact information:

_____
PARD Youth Sports Recreation Coordinator
515 South Pleasant Valley Road
Austin, TX 78741
512-978-2670
_____@austintexas.gov

B. The City SPOC will facilitate review and approval of designs for an improvement YSO wishes to construct on a subject field and will serve as a liaison to the City Departments and PARD Divisions responsible for approval, permitting, denial, or modification of a proposed improvement. If approved, YSO may erect the improvement at its sole cost. Upon termination of this Agreement, the improvement becomes the property of the City.

C. The City SPOC will provide to the YSO the maintenance requirements and the integrated pest management plan requirements for the subject fields.

D. SIGNS.

1. The City SPOC will review the design for any new and permanent entry sign YSO wishes to erect on a subject field and will approve, deny, or modify the design not later than 30 days after receipt of the proposed design. If approved, YSO may erect the sign at its sole cost and, if requested by the City, will remove the sign at the termination of this Agreement.

2. Sponsorship banners and signs may be attached to fences facing toward the interior of the subject field, provided the banner or sign meets the requirements prescribed by the Administrative Rules.

E. SCHEDULING USE OF FIELDS

1. YSO shall submit a proposed field use schedule no later than 30 days before the beginning of the sports season. The City SPOC will review the YSO use schedule for a subject field and will approve or deny the schedule not later than 10 days after receipt of the schedule. Once the schedule is approved, YSO will have priority use of the field for the dates and times noted in the schedule.

2. Amendments to the approved use schedule must be submitted to the City SPOC not less than 10 days before the requested change. The City SPOC will approve or deny the amendment request not later than 5 days after receipt.

3. At all other dates and times not reserved through this Agreement, the subject field remains open to the public. Reservation of subject field by the public shall be processed by PARD.

4. YSO may include in its use schedule not more than four dates for YSO fund-raisers, provided that:
    i. Not less than 90% of the net proceeds from the fund-raiser(s) are used for YSO youth programs provided under this Agreement or for maintenance and operations of the subject fields; and
    ii. YSO ensures that fundraising materials and solicitations do not state or imply endorsement by the City of Austin of the YSO in general or the specific fundraiser.

F. The City will maintain the subject fields when reserved for use by a person or group other than YSO.

IV. YSO RESPONSIBILITIES

A. YSO shall appoint a single point of contact with the City for performance of this Agreement ("SPOC"). YSO's SPOC contact information:

_____
_____
_____
_____
_____
Name, Title, Address, phone, email

B. In exchange for the fee waiver and utility payments, YSO must:

1. maintain the subject fields as prescribed in the administrative rules;
2. comply with the PARD integrated pest management plan
3. provide litter control and clean-up for the subject fields; and
4. provide youth recreation programs on the subject fields in accordance with the conditions listed in section V of this Agreement.

C. YSO shall pay for utility costs in excess of the not-to-exceed amount established in this Agreement in accordance with section II B 2 of this Agreement.

D. YSO understands and acknowledges that entering into this Agreement does not constitute an endorsement by the City of YSO's organization, its financial stability, or the quality of its programs. YSO shall not represent that it or any of its agents or employees are agents or employees of the City.

E. YSO SPOC shall cooperate with PARD to resolve any citizen complaints received regarding YSO, the use of the athletic fields by YSO, or the provision of youth sports services by YSO under this Agreement.

F. YSO SPOC shall attend quarterly Youth Sports Program meetings to facilitate coordination with PARD.

V. YSO PROGRAM CONDITIONS

A. The youth served in each youth recreational sport league provided by YSO under this Agreement must be not less than 75% City of Austin residents, determined as prescribed in the administrative rules.

B. The programs offered under this Agreement by YSO must be open to all City of Austin youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.

C. The programs offered under this Agreement by YSO must be designed to allow all youth who register the ability to play on a team that matches their age and skill.

D. The programs offered under this Agreement by YSO must provide supervised recreational sports programs to the citizens of Austin aged 19 or younger on a non profit basis.

E. YSO understands and acknowledges that this Agreement applies solely to youth sports programs administered and conducted by YSO and that YSO may not rent, barter, or allow the use of the subject field by any other user.

F. If YSO is participating in a tournament and the subject field is being used for the tournament on a scheduled date and time, YSO may allow another YSO with an Agreement with the City or other youth teams participating in the tournament with the YSO to use the subject field.

G. Reservations for use of the subject field by other users at times and dates not scheduled for YSO under Section III C of this Agreement shall processed by PARD.

VI. YSO GENERAL AGREEMENTS

A. YSO must comply with the City's water and energy conservation rules and regulations in its improvement, use, and maintenance of a subject field. A penalty assessed based on violation by the YSO of the City's water and energy conservation rules or regulations shall be assessed against the YSO.

B. YSO must comply with all current state and local rules and regulations regarding the safe storage, preparation, handling, and serving of food if YSO provides concessions, whether permanent or temporary, under section VIII A of this Agreement.

C. YSO must not use or allow the use of two-cycle equipment, such as chain saws, weed eaters, small lawn mowers, and blowers, on Ozone Action Days.

D. YSO must switch off all lighting and secure the property at the conclusion of each night's programs.

E. YSO may not erect on a subject field any sign that requires approval under section III B of this Agreement without prior approval from the director.

F. YSO must conduct annual background checks on all volunteers or paid employees who will interact with youth. YSO shall maintain documentation of completed background checks for review upon request by the City SPOC. If the background checks reveal that an employee or volunteer is unsuitable for working with children, YSO shall not allow the volunteer or employee to interact with youth.

G. YSO must not permit alcoholic beverages, tobacco, and/or illegal drugs to be consumed on a subject field during YSO use of the field.

H. YSO must not allow weapons of any kind on a subject field during YSO use of the field.

I. YSO is authorized to eject from the subject field during YSO use of the field any person consuming alcoholic beverages, tobacco, and/or illegal drugs or bringing weapons of any kind on a subject field or whose behavior is disrupting the youth programs.

J. YSO must not allow vehicles on a subject field, other than in designated parking areas; provided that maintenance vehicles are allowed on a subject field when necessary for maintenance.

VII. YSO DOCUMENTATION REQUIRED.

A. YSO must provide documentation of its status as a section 501(c) (3) non-profit organization, attached as **EXHIBIT A**.

B. YSO must provide a certificate of insurance naming the City of Austin as an additional insured, attached as **EXHIBIT B** and must provide proof of comprehensive general liability insurance with a combined single limit of $1,000,000 per occurrence, attached as **EXHIBIT C.** YSO understands and acknowledges that the City does not insure any items stored on the subject field, in concession stands, office, or storage buildings.

C. YSO must provide a use schedule to the City SPOC, providing the dates the season will start and end and the days of the week the field will be in use by the YSO for each subject field not later than 30 days before the beginning o the sports season. YSO may submit updates to the schedule as needed, following the process in section III C.

D. YSO must provide a proposed budget for utility costs for the subject fields on a per meter basis, attached as **EXHIBIT D**.

E. YSO must provide the City SPOC with an annual report not later than September 1 of each year this Agreement is in effect including the following items:

1. a list of activities, programs, and leagues provided under the Agreement during the past year;
2. documentation of the number of youth served during the past year;
3. documentation that not less than 75% of youth served during the past year are city residents, with percentages shown for each program separately; and
4. required exhibits to this Agreement, updated for the upcoming year.

F. YSO must provide notice to the City SPOC of any significant damage, vandalism, needed repairs, or safety issues at a subject field not later than 24 hours after YSO identifies the damage, vandalism, repair or safety issue.

VIII. CONCESSIONS

A. PERMANENT CONCESSIONS

1. If there is a permanent concession stand located on a subject field, YSO may provide permanent concessions, only if YSO:
    a. obtains and displays on site all necessary permits from the Austin Travis County Health Department;
    b. provides a copy of all necessary permits to City SPOC;
    c. provide litter control each day YSO uses the subject field;
    d. provides maintenance and repairs of the inside of the concession stand including fixtures, appliances, and equipment for storage, preparation and serving of food and drinks in a clean, safe, and sanitary manner.
    e. Provides security for the concession stand; supplies City SPOC with access information; and
    f. Notifies the City SPOC of structural maintenance or repairs needed.

2. Utility costs associated with the concession stand shall be included in the utility costs of the subject field under section II B of this Agreement.

3. The City shall provide maintenance and repairs of the electrical wiring, plumbing, and other structural components of the concession stand

B. TEMPORARY CONCESSIONS

If YSO provides temporary concessions at a subject field, the items served must be non-hazardous, require no food handling, and be permitted and approved by the City of Austin/Travis County Health Department. Examples include previously inspected, pre-packaged, individually wrapped food items, individually wrapped candy bars, bags of salty snacks, or canned drinks served from a cooler.

IX. WAIVER; INDEMNITY.

YSO agrees to indemnify and hold harmless the City of Austin, its agents, employees, and assigns, against any liability based upon the execution or performance of this Agreement, the failure of YSO to comply with the terms of the Agreement, or the manner in which YSO provides its programming. YSO employees and volunteers waive any right they may have had to sue the City, its officers, employees, and assigns due to conduct under this Agreement.

X. TERM; TERMINATION

A. This Agreement becomes effective on the date signed by all parties and terminates on September 30, 20__ unless previously terminated or extended under this Section.

B. This Agreement may be renewed annually, subject to written approval of the director and the YSO.

C. If either party defaults in performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If the default is not cured within the time period allowed, then the other party shall have the right without further notice to terminate this Agreement.

D. The City may suspend or limit use of a subject field if necessary to protect public health and safety. The City will notify YSO SPOC at least two days in advance of any necessary suspension/limitation, unless the suspension/limitation is due to an emergency situation, in which case the City will notify YSO SPOC as soon as possible, but not later than four days after the emergency suspension/limitation is imposed.

XI. GENERAL PROVISIONS

A. This Agreement constitutes the entire agreement between the parties regarding the use of the subject fields for youth recreational opportunities. This Agreement may not be modified except as agreed by the parties in writing. YSO may not assign, transfer or convey this Agreement without the City's express written consent.

B. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, as if it never contained the offending term or provision.

C. Venue of any dispute arising under this Agreement shall be filed and maintained in Austin, Travis County, Texas.

D. YSO, its agents, employees, and vendors shall not use or store on the subject field any combustibles, shall not store on the subject field any pesticide, insecticide, or herbicide, and shall not use on the subject field any pesticide, insecticide, or herbicide except as allowed under an integrated pest management plan as prescribed in the administrative rules.

E. Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement.

[Signatures on Next Page]

This Agreement is entered into by:

CITY OF AUSTIN:

_____ Date: _____
By: Sara Hensley, Director
City of Austin Parks and Recreation Department

_____, Inc.:

_____ Date: _____
By: _____, President

APPROVED AS TO FORM:

_____
City of Austin Law Department

APPENDIX B

YSO Youth Sports Services Agreement for Private Fields

City of Austin Parks and Recreation Department
Youth Sports Services Agreement for Private Fields
With Youth Sports Organization

This Youth Sports Services Agreement (the "Agreement") is entered into by and between the City of Austin, a home-rule municipal corporation situated in Hays, Travis, and Williamson Counties (the "City") and _____, Inc., ("YSO") a non-profit corporation acting by and through its president, _____.

WHEREAS, the services provided by YSO benefit the public by providing recreational opportunities to the youth of Austin; and

WHEREAS, The City and YSO wish to enter into an agreement, as authorized by Chapter 8-1, Article 6 of the Austin City Code, for the use of privately owned athletic fields for youth recreation programs;

NOW, THEREFORE, for and in consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

I. DEFINITIONS

A. ADMINISTRATIVE RULE(S) means rules prescribed by the City to implement City Code Title 8, adopted in compliance with City Code Chapter 1-2.

B. DIRECTOR means the Director of the City's Parks and Recreation Department, or designee.

C. IMPROVEMENT means any modification that adds value.

D. PARD means the City's Parks and Recreation Department

E. SUBJECT FIELD(S) means the athletic field(s) listed in section II A of this Agreement.

F. UTILITY COSTS means the cost of water, wastewater, and electricity.

II. CITY FUNDING

A. The City agrees to fund the utility costs at the following athletic fields to provide youth recreation programs, after the use schedule is provided under Section VII C:

Complex/field name: Address: number and type of field(s):

(1) _____

(2) _____

(3) _____

B. UTILITY COSTS

5. As provided in City Code section 8-1-84(B), the City agrees to fund the use of water, wastewater, and electricity used by YSO in providing youth sports services at the subject fields in an amount not-to-exceed $_____.00 per field for the 20__-20__fiscal year beginning October 1, 20__.

6. Utility costs attributable to YSO's use of the subject fields in excess of the not-to-exceed amount established in this Agreement shall be paid by YSO not later than 30 days after receiving a statement from the City.

4. Upon receipt of a request for renewal of this Agreement as provided in section X B, the City will calculate the not-to-exceed amount of utility costs to be funded for the additional year, based upon allocations in the City's annual budget. The City will communicate the not-to-exceed utility costs to be funded to YSO and the amount will be included in the renewal document.

III. CITY RESPONSIBILITIES

A. The City shall appoint a single point of contact with the YSO for performance of this Agreement ("SPOC"). The City's SPOC contact information:

_____
PARD Youth Sports Recreation Coordinator
515 South Pleasant Valley Road
Austin, TX 78741
512-978-2670
_____@austintexas.gov

B. The City SPOC will facilitate review and approval of the design, placement, and content of signs indicating the partnership between the City and YSO to be erected on the subject fields and will approve, deny, or modify the sign within 30 days of the request. Once the signs are approved, YSO shall erect the signs at its sole cost.

IV. YSO RESPONSIBILITIES

A. YSO shall appoint a single point of contact with the City for performance of this Agreement ("SPOC"). YSO's SPOC contact information:

_____

_____

_____

_____

Name, Title, Address, phone, email

B. In exchange for the utility payments, YSO must:

1. provide youth sports services on the subject fields in accordance with the conditions listed in section V of this Agreement; and
2. erect signs at the fields, approved by the City under section III of this Agreement, indicating the partnership between the City and YSO.

C. YSO will pay for utility costs in excess of the amount established in this Agreement in accordance with section II B 2 of this Agreement.

D. YSO understands and acknowledges that entering into this Agreement does not constitute an endorsement by the City of YSO's organization, its financial stability, or the quality of its programs. YSO shall not represent that it or any of its agents or employees are agents or employees of the City.

E. YSO SPOC shall cooperate with PARD to resolve any citizen complaints received regarding YSO or the provision of youth sports services by YSO under this Agreement.

F. YSO SPOC shall attend quarterly Youth Sports Program meetings to facilitate coordination with PARD.

V. YSO PROGRAM CONDITIONS

A. The youth served in each youth recreational sport league provided by YSO under this Agreement must be not less than 75% City of Austin residents, determined as prescribed in the administrative rules.

B. The programs offered under this Agreement by YSO must be open to all City of Austin youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.

C. The programs offered under this Agreement by YSO must be designed to allow all youth who register the ability to play on a team that matches their age and skill.

D. The programs offered under this Agreement by YSO must provide supervised recreational sports programs to the citizens of Austin aged 19 or younger on a non profit basis.

VI. YSO GENERAL AGREEMENTS

A. YSO must comply with the City's water and energy conservation rules and regulations in its improvement, use, and maintenance of a subject field. A penalty assessed based on violation by the YSO of the City's water and energy conservation rules or regulations shall be assessed against the YSO.

B. YSO must not use or allow the use of two-cycle equipment, such as chain saws, weed eaters, small lawn mowers, and blowers, on Ozone Action Days.

C. YSO must conduct annual background checks on all volunteers or paid employees who will interact with youth. YSO shall maintain documentation of completed background checks for review upon request by the City SPOC. If the background checks reveal that an employee or volunteer is unsuitable for working with children, YSO shall not allow the volunteer or employee to interact with youth.

D. YSO must not permit alcoholic beverages, tobacco, and/or illegal drugs to be consumed on a subject field during YSO use of the field under this Agreement.

E. YSO must not allow weapons of any kind on a subject field during YSO use of the field under this Agreement.

F. YSO will use the subject field exclusively for youth recreation programs on the dates and times noted in the use schedule.

VII. YSO DOCUMENTATION REQUIRED.

A. YSO must provide documentation of its status as a section 501(c) (3) non-profit organization, attached as **EXHIBIT A**.

B. YSO must provide a certificate of insurance naming the City of Austin as an additional insured, attached as **EXHIBIT B** and must provide proof of comprehensive general liability insurance with a combined single limit of $1,000,000 per occurrence, attached as **EXHIBIT C.**

C. YSO must provide a use schedule to the City SPOC, providing the dates the season will start and end for each subject field. YSO may submit updates to the schedule as needed

D. YSO must provide a proposed water and electricity budget for the subject fields on a per meter basis, attached as **EXHIBIT D**.

E. YSO must provide the City SPOC with an annual report not later than September 1 of each year this Agreement is in effect including the following items:

1. list of activities, programs, and leagues provided under the Agreement during the past year;
2. documentation of the number of youth served during the past year;
3. documentation that not less than 75% of youth served during the past year are city residents, with percentages shown for each program separately; and
4. required exhibits to this Agreement, updated for the upcoming year.

VIII. CONCESSIONS

A. If YSO provides permanent concessions at a subject field, the YSO must obtain and display on site all necessary permits from the Austin Travis County Health Department.

B. If YSO provides temporary concessions at a subject field, the items served must be non-hazardous, require no food handling, and be permitted and approved by the City of Austin/Travis County Health Department. Examples include previously inspected, pre-packaged, individually wrapped food items, individually wrapped candy bars, bags of salty snacks, or canned drinks served from a cooler.

IX. WAIVER, INDEMNITY.

YSO agrees to indemnify and hold harmless the City of Austin, its agents, employees, and assigns, against any liability based upon this Agreement, or the failure of YSO to comply with the terms of the Agreement. YSO employees and volunteers waive any right they may have had to sue the City, its officers, employees, and assigns due to conduct under this Agreement.

X. TERM; TEMINATION

A. This Agreement becomes effective on the date signed by all parties and terminates on September 30, 20__ unless previously terminated or extended under this Section.

B. This Agreement may be renewed annually, subject to written approval of the director and the YSO.

C. If either party defaults in performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If the default is not cured within the time period allowed, then the other party shall have the right without further notice to terminate this Agreement.

XI. GENERAL PROVISIONS

A. This Agreement constitutes the entire agreement between the parties regarding the use of the subject fields for youth recreational opportunities. This Agreement may not be modified except as agreed by the parties in writing. YSO may not assign, transfer or convey this Agreement without the City's express written consent.

B. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, as if it never contained the offending term or provision.

C. Venue of any dispute arising under this Agreement shall be filed and maintained in Austin, Travis County, Texas.

D. YSO, its agents, employees, and vendors shall not use or store on the subject field any combustibles, shall not store on the subject field any pesticide, insecticide, or herbicide, and shall not use on the subject field any pesticide, insecticide, or herbicide except as allowed under an integrated pest management plan as prescribed in the administrative rules.

E. Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement

This Agreement is entered into and executed by:

CITY OF AUSTIN:

_____ Date: _____
By: Sara Hensley, Director
City of Austin Parks and Recreation Department

_____, Inc.:

_____ Date: _____
By: _____, President

APPROVED AS TO FORM:

_____
City of Austin Law Department

APPENDIX C

YSO Public Field Maintenance Manual

YSO must maintain public fields at an adequate level to provide good, safe athletic fields. Following are the specific requirements:

1. Maintenance Calendar
   - Develop an annual maintenance calendar a minimum of 6 months prior to the beginning of each Sports Season.
   - Calendar will include all fixed and daily work schedules

2. Turf Care
   - Athletic field turf to be Common Bermuda or Mid-Iron.
   - Mow in accordance with species and variety of grass, generally no less than every 7 days at 1" – 1 ½" height during the summer growing season using a 5-gang fairway mower or rotary deck mower.

3. Rest/Restoration

An annual rest and renovation program must be scheduled at all sites to maintain field sustainability

   - All athletic field space will have a minimum of one month per year in rest.
   - Fields heavily used will be rested a minimum of 8 hours for every 40 hours of use.
   - Fields will be scheduled to rest in coordination with the annual league calendar.

4. Turf Edging
   - Edge all turf edges located in the field of play using a power mechanical edger.
   - Chemical edging permitted.
   - Edge turf edges around warning tracks once per year during growing season,
   - Edge around skinned infield area once per season, including base paths and mounds.
   - Add infield and warning track material as needed to maintain smooth transition from soil to turf.
   - Use a mechanical edger on turf edges to prevent a lip from developing at least twice a year or more often around problem.
   - Edge turf edges not in the field of play (along sidewalks, pathways, fences, and buildings) and in high visibility areas are to be edged using a power monofilament type trimmer once per season.

5. Overseeding is not recommended
6. Fertilizer
   - Proper fertilization applied to turf to provide minimal growth and plant health creating safe playing conditions.
   - Perform soil analysis to be once per year.
   - General guidelines should include granular applications high in Nitrogen, once during the growing season.

7. Aerifying
   - Aerify turf once per year using a core aerifier, or as field conditions warrant.
   - Top dress fields with sand at least once every five years and sweep into core holes using mat drag.

8. Disease/Pest and Weed Control
   - If needed, apply granular pre-emergent in turf areas for weed control in early spring and early fall.
   - Treat rodent populations (gophers and ground squirrels) to maintain zero populations.
   - Should they develop, remove mounds immediately and collapse and back fill tunnels.
   - Apply liquid pre-emergent in landscapes areas every winter.
   - Comply with PARD integrated pest management plan.

9. Infield Preparation (baseball and softball)
   - Maintain skinned infields providing a smooth consistent playing condition.
   - Use custom screened granite infield mix such as Hill-topper or Stabilizer.
   - Drag infields daily using a fine mat drag with front float.
   - Drag infields once per month when not in use.
   - Water infield areas following each dragging using a quick coupler or automatic infield rotor heads.
   - Nail drag infields as needed during heavy use times, to ensure consistent playing conditions.

10. Home Plate Area and Pitchers Mounds (baseball and softball.)
   - Construct home plate area and pitchers mounds of Pitching Mound Clay Mix
   - Repair monthly by adding new clay, tamping, dragging, and watering area.
   - Check pitching rubbers and plates to be checked monthly and replaced or rotated as needed.

- Check the slope and height of baseball pitching mounds at least twice per year with a carpenter's level to ensure rubbers and mounds are level with playing surface and at the correct height.

11. Field Lining and Painting
    - Identify field markings using white athletic field marker shall be 4" wide.
    - Mark foul lines for softball and baseball once per week to ensure clear visible markings using athletic field marker.
    - Mark Infield foul lines and batter boxes using athletic field marker.
    - Touch up Soccer goal area markings as needed to ensure clear, visible lines.

12. Outfield Fences, Foul Poles, Dugouts, Backstops, Bleachers, Soccer Goals and Corner Flags
    - Check fence material on outfield fences, backstops, and dugouts monthly for loose pieces or hazardous conditions.
    - Inspect bleachers and backstop kickboards monthly to check for the loose bolts, slitting wood, or hazardous conditions.
    - Check soccer goals and foul poles monthly for any rusting metal or sharp edges and should be painted every three years.

13. Irrigation
    - Irrigate turf and landscape areas using a computerized or automated irrigation system.
    - Set irrigation schedules by emailing Athletics Coordinator preferred schedule for optimum growing conditions based on climate and maintenance schedules.
    - Check irrigation heads, quick couplers and valve boxes weekly to ensure proper and even water distribution and safety.
    - Routinely check heads for proper adjustment to compensate for dry areas or excessively wet areas.

14. Tree Maintenance
    - Weed Control: Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way. No chemical removal of turf and weeds is permissible under drip line.
    - Mulching: Mulch base of tree in a minimum of six (6) foot diameter circle, to a depth of three (3) inches, maintaining one to two (1-2) inch clearance from perimeter of trunk.

- For all Trimming and pruning please email Athletics Coordinator.
- Staking: All newly planted trees shall be staked if needed. All nursery stakes will be removed at time of planting. All stakes are to be removed within the first year.

15. Litter Control
- Empty trash receptacle once per day, seven days per week.
- Spray/wash dug-outs, picnic areas, and seating area and food service areas bi-monthly to remove food stains.

16. Sustainability
- Recycling: Provide receptacles to collect aluminum and plastic recyclables.
- Irrigation: Audit control system annually for water conservation efforts.
- Lighting: Audit control system annually for electricity conservation efforts.
- Invasive Species: Develop a program to monitor.
- Chemicals: Use "green" chemicals for cleaning and disinfecting restrooms and surfaces when available.
- Fuels: Use "clean" fuels to maintain turf and structures when available.

17. Hardscape Surfaces
- Blow and/or sweep and clean concourse and hard surfaces once per month.
- Safety repairs take priority over appearance.

18. Restrooms/Drinking Fountains

Restrooms may be either permanent structures or may involve contracted service for portable toilets (porta potty).
- If permanent:
  - Restrooms are to be serviced at least once a week.
  - Servicing period should ensure adequate supply of toilet paper and paper towels, and that the restrooms are reasonably clean, sanitary, and free of bad odors.
- If contracted:
  - Ensure weekly check to ensure contracted cleaning service is performed.
  - Sanitize drinking fountains at least once per week.
  - Inspect drinking fountains weekly for proper water flow.

19. Lighting
- Inspect site for required replacement or repair of fixtures observed or

reported as not working.

- Once discovered, email Athletics Coordinator within 24 hours

20. Graffiti
    - Inspect site monthly for appearance of graffiti.
    - Once discovered, email Athletics Coordinator within 24 hours.

21. Building and Site Maintenance
    - Structures: Notify Athletics Coordinator (within 24 hours) of any structure (gazebo, shade structures, maintenance shops, etc.) that requires repair.
    - Initiate work order requests indicate a "3" priority. for lamp replacement and needed repairs. Includes HVAC, plumbing, electrical and structural components.
    - Parking Lots: Inspect monthly. Maintain surface with minimal holes. Resurface and repaint strips every two years.

APPENDIX D

YSO Integrated Pest Management Requirements on Public Fields

PESTICIDE APPLICATIONS BY YSO ON PUBLIC FIELDS

PURPOSE

This policy establishes oversight procedures over all pesticide applications taking place on ;ublic fields by a Youth Sports Organization (YSO) under City Code Chapter 8-1, Article 6. Anticipated applications by YSO must undergo a special approval process to satisfy certain licensing and other requirements before the work can take place. This oversight is essential to ensure that all pest management activities occurring on park land adhere to established IPM based goals and principles and address environmental and safety concerns.

BACKGROUND

Without proper oversight, pest management activities undertaken by non-PARD personnel may lead to regulatory, environmental or safety problems. Park infrastructure, landscapes, and the public may be put at risk, or IPM principles may not be adequately adhered to. The approval process within this policy is not intended to be a hindrance to appropriate and timely work. These procedures are intended to ensure that the best practices are used and problems avoided.

REQUIREMENTS

YSO shall submit a completed *Application for Pesticide Use on Park Land* form to the IPM Program Coordinator or PARD Representative for evaluation before any pesticide application takes place.

This form can be obtained by contacting the Athletic Coordinator at 512-978-2670. Required information details license numbers, materials, methods, equipment, purpose, notification, reporting, and more.

After receiving the completed form, the coordinator shall review the proposal, contact any affected PARD staff, and approve or deny the request based on PARD IPM program principles.

After pesticide application, YSO shall submit a pesticide tracking from. The form can be obtained by contacting the Athletic Coordinator at 512-978-2670.

Details of the required licensing and department oversight for various categories follow.

Employees of commercial pesticide operator companies:
Employees of commercial pesticide operator companies possessing valid state pesticide applicator licenses will be considered for approval to apply pesticides to PARD property. The applicator license in the state-defined category appropriate for the particular application is required. Applicators from ECorp must have a license and previous experience and have the

division manager approve the treatment plan. The work must occur under the direction of a licensed supervisor.

Contractors must satisfy all of the standard applicable city contractual language pertaining to pesticide applications. These subjects may include safety precautions, liability issues, and other responsibilities. These issues are dealt with in the contract language agreed to before the project commences by both city representatives and the contractor. The performance record of contracting businesses applying pesticides to PARD lands shall also be regularly reviewed by PARD and any other city departments involved. This review shall include an examination of past work and safety performance. All involved departments will disclose pertinent information regarding any performance or safety issues raised from prior projects.

Employees of partner organizations:
Full time employees of partner organizations possessing valid state pesticide applicator licenses will be considered for approval to apply pesticides to PARD property. The applicator license in the state-defined category appropriate for the particular site is required and trainee license designations are not sufficient. There must also be direct on-site supervision from a fully licensed city department representative for the duration of the application, e.g. PARD staff.