

FACILITIES USE AGREEMENT

I.

The City of Seguin, Texas (hereinafter "City") and the Seguin Independent School District (hereinafter "District") enter into this Agreement governing the usage of specified Park Facilities and related appurtenances owned by the City of Seguin, Texas.

The City does hereby grant to the District the right and privilege to use the **"Smokey" Joe Williams Baseball Field**, in Seguin, Texas for the high school baseball program, which include practices, games, clinics and tournaments sponsored by the District (see Sections II. and III.).

The City does hereby grant to the District the right and privilege to use the **East Side of Max Starcke Park**, in Seguin, Texas for school cross-country events sponsored by the District (see Sections IV. and V.).

The City does hereby grant to the District the right and privilege to use the **Max Starcke Park Golf Course**, in Seguin, Texas for the school golf program sponsored by the District (see Sections VI. and VII.).

The City does hereby grant to the District the right and privilege to use the **Park West Concession Building and Large Pavilion**, in Seguin, Texas for the summer food service program sponsored by the District (see Sections VIII. and IX.).

Use of aforementioned City facilities is for a term that will expire on July 31, 2021 or until cancelled by either party by giving thirty (30) days written notice to the party at their respective official address.

II.

In consideration for such privilege herein granted by the City, the District agrees as follows regarding the use of the **"Smokey" Joe Williams Baseball Field**:

- A. District will have full control and access to the "Smokey" Joe Williams Baseball Field facility from September 1, 2020, through May 31, 2021 at no charge to the District.
- B. District is responsible for field maintenance including mowing, weed control, fertilization, turf aeration and establishment, over-seeding, clay leveling, removal of infield "lips", bases, and any other maintenance and improvements to the infield or outfield as needed.
- C. District is responsible for dragging and marking the field, retrieving foul balls, and the set-up of any temporary batting cages, pitching machines, or other items needed and used in the course of play or programs.

- D. District agrees to return the field of play to the City in an "acceptable condition" as the City will rent the facility for public use June, July, and August. Special consideration should be given when over-seeding the turf with winter rye grass as acceptable condition means, among other things, that there is no winter rye grass present and the bermuda grass is fully green and established by June 1. A chemical application to kill the winter rye grass may be necessary.
- E. District shall ensure that any use of the keep the facility grounds clear of trash and debris by collecting same and depositing it in trash containers provided by the City while being utilized.
- F. District agrees to ensure that other users of the "Smokey" Joe Williams Baseball Field that are not affiliated with the District for insurance purposes supply their own Certificate of Liability Insurance to the City prior to their use of the facility.

III.

The City agrees to perform the following tasks as far as its resources shall allow regarding the District use of **"Smokey" Joe Williams Baseball Field:**

- A. City will be responsible for the ball field irrigation including for repairs and will irrigate the field of play as requested by the District and/or as needed as the irrigation source comes from the Starcke Park Golf Course retention ponds.
- B. City will maintain and provide access to electricity for scheduled use including ball field lights, concessions, etc.
- C. City will provide trash containers in order for the District to maintain the area in a clean and sightly manner.
- D. City will provide storage space to the District that will be designated by the City at its sole discretion for use by the District.
- E. City will maintain the locker-room, restrooms, bleacher areas, and ticket booth.

IV.

In consideration for such privilege herein granted by the City, the District agrees as follows regarding the use of the **East Side of Max Starcke Park:**

- A. Pay for park usage directly related to District sponsored cross-country events at a discounted cost of \$150 per day. The City will send an invoice to the District for payment once all events for the season has ended.
- B. District shall pay all customary and usual out-of-pocket cost and expenses incurred in offering and managing cross-country events including course setup.

- C. District shall keep the facility grounds clear of trash and debris by collecting same and depositing it in trash containers provided by the City while being utilized.
- D. District agrees to be responsible for any damage to the Park Facility's grassy areas due to rutting, trenching or other damage beyond normal wear and tear, and for cleanup of any mud splattering on buildings or other structures, such as the dance slab and bathrooms. Should such damage occur, the District shall undertake all necessary cleaning and restoration within five (5) days of the conclusion of the event.

V.

The City agrees to perform the following tasks as far as its resources shall allow regarding the District use of the **East Side of Max Starcke Park**:

- A. Maintenance of Max Starcke Park east including mowing and removal of tree limbs and other debris within the areas of the Patricia K. Irvine-King Pavilion, Multi-Use Trail, Wave Pool Facility, and general grounds.
- B. Access to electricity for scheduled events.
- C. Trash containers in order for the District to maintain the area in a clean and sightly manner.

VI.

In consideration for such privilege herein granted by the City, the District agrees as follows regarding the use of the **Max Starcke Park Golf Course**:

- A. Free High School Team play is limited to after 1:00 p.m., Monday through Thursday for the entire school year and summer. Free Junior High School Team play is limited to after 1:00 p.m., Monday through Thursday from February through April.
- B. A maximum of 20 participants from the High School Team and a maximum of 20 participants from the Junior High School Team each school year are included as part of the agreement. All participants' names shall be submitted to the Golf Pro each semester. A participants' name must be listed as a Team Member to be afforded free play as described above.
- C. Team members may play during restricted hours and months for a \$3.00 surcharge.
- D. Teams shall be charged \$2.00 per bucket for range balls.
- E. Junior High School Team members must be supervised by a school official or adult unless permitted to do so by the Pro Shop staff.
- F. Coaches and/or appropriate District personnel will supervise all range practice and will ensure that novice players are restricted to the practice areas.

- G. Teams shall reserve tee times in advance. Otherwise, play time shall be accommodated at the Pro Shop's discretion.
- H. Teams shall display proper golf etiquette at all times and should allow paying customers to play through.
- I. Team coaches shall be entitled to free play and be allowed to use golf carts for play and coaching at no cost depending on cart availability.

VII.

The City agrees to perform the following tasks as far as its resources shall allow regarding the District use of the **Max Starcke Park Golf Course**:

- A. Create an ex-officio position on the Golf Course Advisory Board for the Team Head Coach.
- B. Maintain the roster of current Team Members and Coaches for the High School Team and Junior High School Team.

VIII.

In consideration for such privilege herein granted by the City, the District agrees as follows regarding the use of the **Park West Concession Building and Large Pavilion**:

- A. District shall pay all customary and usual out-of-pocket cost and expenses incurred in offering and managing the summer food service program.
- B. District shall keep the facility grounds clear of trash and debris by collecting same and depositing it in trash containers provided by the City while being utilized.
- C. District agrees to be responsible for any damages to the concession building and large pavilion. Should such damage occur, the District shall undertake all necessary cleaning and restoration within five (5) days of the conclusion of the event.

IX.

The City agrees to perform the following tasks as far as its resources shall allow regarding the District use of the **Park West Concession Building and Large Pavilion**:

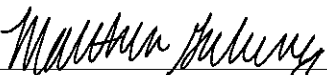
- A. Access to the Park West Concession Building and Large Pavilion at no charge.
- B. Access to electricity for scheduled events.
- C. Trash containers in order for the District to maintain the area in a clean and sightly manner.

X.

- A. No permanent improvements may be constructed upon the premises without prior written approval of the City. Title to any and all facility improvements shall be vested to the City and revert to the City's control at the expiration of the term of this agreement.
- B. Neither Party waives any immunity, which it currently has or may obtain from liability and/or suit.
- C. City will assist with the enforcement of Texas law, including but not limited to, the Texas Education Code Section 38.006, prohibiting smoking or using tobacco products, and Texas Education Code Section 38.007, prohibiting the use of alcoholic beverages. The City understands that these laws must be enforced at any school-related or school sanctioned activity, on or off school property. Enforcement will include but not be limited to allowing the District to place signage relating to these prohibitions for school-sanctioned activities at the above-mentioned facilities.
- D. The usage of lights and other related appurtenances will be within reason and utilized only within a time limit specified by the City's Director of Parks & Recreation or designee.
- E. District will provide schedules for field and facility usage sixty (60) days in advance to the Director of Parks & Recreation or designee and advise of cancellations or changes as soon as possible. The Parks and Recreation Department shall retain the right to rent the facilities when not in use by the District.
- F. While using the facilities, the District shall keep the facility grounds clear of trash and debris by collecting same and depositing it in trash containers provided by the City. District will have no responsibility to empty the trash containers.

SIGNED this _____ day of _____, 2020.

By: _____
City Manager – City of Seguin

By:  _____
Superintendent – Seguin Independent School District