

# Partnerships and Agreements with Youth Sports Associations

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**Dealing with Youth Sport Associations can be a hair raising experience!!!**



## **Youth sport associations are and can be:**

- **Very vocal**
- **Political**
- **Territorial**
- **Demanding**
- **Generally a pain in the %&\*!!!**



## **Youth sport associations are and can be:**

- **A great partnership**
- **Your biggest advocate**
- **A community leader for your department**
- **Provide monetary assistance during tough budget times**
- **Provide a great program/service to the community that you are not budgeted & staffed for**
- **Economic impact generator for your city**



Dealing with youth sport association can be:

- Intimidating – usually it is you against many
- One sided – you're always the bad guy
- A no win situation – they provide a service to the youth and you are always interfering



As Recreation Professionals we create  
“Community” through:

- **People – our staff, volunteers and customers**
- **Places – the facilities we program & monitor**
- **Programs – service we provide**
- **Partnerships – School Districts, Youth Associations, businesses, etc**

# A Facility Use Agreement is the first step in creating a Partnerships

- Facility Use Agreements are the binding bond between you and one or more youth sports associations.
- Where do you find the perfect youth sports agreement? Hopefully here amongst your peers.



## Facility Use Agreement basic characteristics

- Communication tool between you and the association
- Policy and procedure document
- Differentiate the responsibilities and expectations of each party
- Spell out the legal requirements
- Point out fiscal responsibility



# A Good Youth Sports Association Agreement is a:

- Living and breathing document that is a working document that is ever changing
- Key tool for you as a caretaker of city facilities that allows you the ability to protect these assets

## ELEMENTS OF A SOUND AGREEMENT

The next section will consist of the key sections of a use agreement and recommended elements by us.

Remember these elements are things that are used in other cities, they may not be a good fit for you.

A good use agreement will be unique to each community, but some elements are common and needed.

# Key Elements of an Use Agreement

- General Usage Guidelines
- City Obligations
- Association Obligations/Requirements
- Fees
- Concession Responsibilities
- Check List
- Tournament Use
- Select Teams
- Legal...eee's

# General Use Guidelines

- Time period the agreement covers
- Define the season
- Define dead periods for maintenance purposes
- Make sure it is noted that the fields are the “Property of the City” and are there for the benefit of all the citizens

# General Use Guidelines con't

- Assoc shall not assign/rent out without permission from the city
- Note that assoc understands that their usage is nonexclusive
- The city has the right to program facility when it is not in use
- Include tournament usage requirements
- Spell out how facilities will be shared if applicable

# City Obligations

- List all maintenance functions that the city will be responsible for
- Any extra services, like:
  - a. Advertising assoc registration, tournament and league info in your PARD program publications
  - b. Provide meeting space for board meetings
  - c. Direct/answer questions for the assoc
  - d. Any other service that you can provide that will foster and strengthen the partnership

# City Obligations con't

- Always include budgetary disclaimer, such as:

**It is understood and agreed the City's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds are available for the performance of its obligations. If the City is unable to fulfill its obligation due to budget restraints, it will not be obligated to Assoc for any monetary damages.**

# Assoc Obligations

- Spell out their maintenance responsibilities.  
**ASSOC WILL PICK-UP THEIR TRASH!!!!**  
(include throughout)
- Spell all City Ordinances that relate to their operations
- Inclement weather use policy
- Make-up game notification policy
- Non discrimination clause
- Insurance requirements 1 million minimum
- Criminal background checks



# Assoc Obligations con't

- Coaches certification requirements
- Assoc shall not engage in any business that violates local, state or federal laws
- Any meeting requirements
- Construction, installation or modification clause...shall not occur without approval...permanent structures shall become the property of the City
- Non-compliance penalties
- Termination clause...either party 30 days in writing

# FEES

- This is usually the most controversial issue when dealing with assoc.
- While we will never experience total cost recovery, it is essential that we offset a portion of our subsidy.
- Fees are a means of assisting your budget during lean times.

# Fees con't

- Numerous surveys have produced fee structures that are all across the board. Some examples are:
  - a) Participation fees range from \$5 - \$10 per participant per season
  - b) Maintenance fee range from \$5 - \$10 per participant per season
  - c) Per game fee range from \$10 - \$30
  - d) Assoc pays electrical bill or portion of
  - e) Non-resident fees \$10 - \$20 higher than the fee charged to citizens

# Fees con't

- f) Tournament fee \$10 - \$20 per team in the tournament
- g) Percentage of tournament revenue to the City
- h) Percentage of concession revenue to the City
- i) Assoc pays electric bill for concession stand
- j) Assoc provides certain levels of maintenance
- k) Assoc pays for supplies and equipment i.e. bases, new clay, diamond dry
- l) Practice rental fees \$5 - \$20 unlighted, \$8 - Market value for lighted practices

# Concession Stand Usage

- This is a hot topic with most associations. This privilege is a major revenue source for them. Some things to include are:
  - a) All food and drink prepared, served & sold shall be done so in strict conformity with all city, county, state and federal regulations
  - b) Assoc is responsible for health inspections and licensing
  - c) Any improvements to the facility must have approval from PARD
  - d) Assoc shall not enter into any contractual agreements with food/drink purveyors

# Concession Stand Usage con't

- e) If the City has a beverage contract include in the agreement that the assoc will purchase from the city purveyor
- f) Include fees in this section
- g) For this privilege assoc will provide service for all city approved events
- h) Separate insurance requirements
- i) What can and can not be sold

# Check List

- Your opportunity to tell the assoc what is needed and when. Some items you may want are:
  - a) **Current copy of Assoc bylaws**
  - b) **Current list of board members with addresses and contact numbers**
  - c) **Copy of the previous year financial statement and proposed budget**
  - d) **Copy of assoc fee schedule & registration dates**
  - e) **Schedule & location of board meetings**
  - f) **Proof of 501 3C status**

# Check List con't

- g) Copy of Fidelity Bond
- h) Copy of league schedule
- i) Copy of league rosters
- j) Number of background checks
- k) Number of coaches certifications
- l) Assoc policy & procedure for dealing with emergencies
- m) Assoc shall provide minutes from all board meetings to city



# Legalee's

- In most all cases, contracts and agreements must go through the city attorneys office. They will add their legal touch to the document that will include:
  - a) Hold harmless clause
  - b) City named additionally insured or co-insured on all assoc policies
  - c) Agreement construed in accordance with the laws of the State of Texas and performable in \_\_\_\_\_ County, Texas.
  - d) If one or more provisions contained in this agreement shall for any reason be held invalid...shall not affect any other provision.

# Negotiating/Changing Use Sport Agreements Could be Worse!!!



# Change is Inevitable

- Make change when change is needed
- Analyze fee structure annually
- Know what your utility costs are
- When raising fees do so when needed don't wait forever (like GP did)
- Select teams and leagues will cause change in usage and alter your agreement

Before attempting change get all your  
“ducks” in a row!!!



# New Changes to Consider

## Addressing select teams - GP

- What guidelines determine if a select team can rent your fields?  
50% > GP residents
- What fees do they pay? 33% more than your RPP
- What to do with your concession stand? Assoc runs select team gets 25% of Gross

# New Changes to Consider

## Partner Program with Association

- Reduced tournament fees
- GPBBI & GPGSA host one tournament a year with all proceeds going to an athletic field maintenance trust fund... approximately \$10,000 annually!

# New Changes to Consider

## Addressing Economic Impact

- Have associations provide separate tournament profit loss statements
- Have associations collect hotel data for tournaments

# 2012 USSSA World Series



123 Teams

55 Traveling - 3000+ Room Nights

Estimated Economic Impact - 2.1 Million



Relief!!!



# Conclusions

- A good use sport agreement is a working document with the flexibility for change
- Certain elements of the agreement will be unique to your community
- Use your peers and other use agreements to build yours, no need to reinvent the wheel
- When proposed changes and fee increases occur keep your assoc in the process...remember this is a partnership!
- Once your done make sure your boss, the Park Board and city hall will support...if they all buy into it, it is not just you against many!

A Solid Agreement will protect you against your toughest adversaries!!!

**Always be ready for any surprises in life...**



*Thank You*