

CITY OF HAMPTON

STATE OF GEORGIA

**RESOLUTION NO. 2021-09**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITIES AGREEMENT WITH ORGANIZATIONS FOR THE USE OF COLEY PARK; TO ESTABLISH A SCHEDULE OF FEES FOR THE PUBLIC'S USE OF THE CITY OF HAMPTON'S COLEY PARK; TO PROVIDE FOR REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Hampton, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the City reacquired the maintenance and management of Coley Park in the negotiations of the 2020 Service Delivery Strategy Agreement with the Henry County; and

**WHEREAS**, in the maintenance and management of Coley Park, the City seeks to allow the public to use the park for softball and baseball practices and tournaments; and

**WHEREAS**, it is in the City's best interest to authorize the City Manager to enter into a Facilities Agreement to govern the use of Coley Park; and

**WHEREAS**, the Facilities Agreement attached hereto and incorporated by reference shall be approved for execution by the City Manager and take effect immediately; and

**WHEREAS**, pursuant to the Gratuities Clause of the Georgia Constitution, the use of the park requires the certain fees to be paid to the City for the continued upkeep of the park, use of City equipment and property, and the use of City employees; and

**WHEREAS**, the adoption of a fee schedule for the use of Coley Park would benefit the safety and welfare of the citizens of the City of Hampton; and

**WHEREAS**, the fee schedule attached hereto and incorporated by reference shall be adopted and may be considered for adjustments at the request of the City Manager and a copy shall remain on file in the Office of the City Clerk.

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Hampton, Georgia, and by the authority thereof that the Facilities Agreement for Coley Park be approved for execution by the City Manager and the fee schedule for park use, attached hereto and incorporated by reference, be adopted and effective immediately.

SO RESOLVED, this 9th day of March 2021.

CITY OF HAMPTON, GEORGIA

  
STEVE HUTCHISON, Mayor

ATTEST:

  
MELISSA BROOKS, City Clerk

APPROVED AS TO FORM:

  
L'ERIN BARNES WIGGINS, City Attorney

## **Exhibit A**

**CITY OF HAMPTON**  
**USER FEES FOR SPORTS ASSOCIATIONS**

### ***CHILDREN/YOUNG ADULT***

***ADULTS***

**\$25.00 Per Resident Youth**

**\$30.00 Per Resident Adult**

**\$40.00 Per Non-Resident Youth**

**\$50.00 Per Non-Resident Adult**

## ASSOCIATION

DATE

## LEAGUE

## PRESIDENT

## ADDRESS

**PHONE NUMBER**

FAX

NUMBER

**NUMBER OF RESIDENT YOUTH AT \$25.00**

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#### NUMBER OF NON-RESIDENT YOUTH AT \$40.00

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**TOTAL AMOUNT PAID TO THE CITY OF HAMPTON \$**

NUMBER OF RESIDENT ADULT AT \$30.00

— 5 —

NUMBER OF NON-RESIDENT ADULT AT \$50.00

4

**TOTAL AMOUNT PAID TO THE CITY OF HAMPTON \$**

**AT BEGINNING OF EACH SEASON, SEASON ROSTERS MUST ACCOMPANY THE USER FEE PAYMENT AND  
MUST BE PRESENTED TO THE CITY OF HAMPTON BY THE LEAGUE**



**TOURNAMENT  
FIELD RENTAL FEE SCHEDULES FOR  
CITY OF HAMPTON  
COLEY PARK**

<b>Field #1</b>	<b><u>\$250/Day</u></b>
<b>Field #2</b>	<b><u>\$175/Day</u></b>
<b>Field #3</b>	<b><u>\$175/Day</u></b>
<b>Field #4</b>	<b><u>\$175/Day</u></b>
<b>Field #5</b>	<b><u>\$175/Day</u></b>
<b>Field #6</b>	<b><u>\$175/Day</u></b>
<b>Field #7</b>	<b><u>\$250/Day</u></b>
<b>Maintenance Staff</b>	<b><u>\$20/HR</u></b>
<b>Security Staff (if needed)</b>	<b><u>\$65/HR</u></b>

**YOUTH SPORTS ASSOCIATIONS FACILITY USE AGREEMENT**

**THIS AGREEMENT** is made by and between the City of Hampton, Georgia (the "City") and The Hampton Athletic Association, hereinafter referred to as "Youth Sports Association" or "YSA", acting as their authorized officers and representatives.

**WHEREAS**, the YSA desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities ("Facilities") for organized sporting activities limited to softball and baseball beginning \_\_\_\_\_, 2021 and ending December 31, 2021 at Coley Park in the City of Hampton.

**NOW THEREFORE**, in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are here by acknowledge the parties agree as follows:

1. The City agrees to allow the YSA to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times in accordance with the attached terms and conditions.
2. The YSA agrees to comply with attached terms and conditions, including the fee schedule as adopted and all amendments thereto.

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Alex Cohilas, City Manager  
City of Hampton

By: \_\_\_\_\_  
Victoria Sweatt, President  
Hampton Athletic Association  
Youth Sports Association Representative

**CITY OF HAMPTON**  
**USER FEES FOR SPORTS ASSOCIATIONS**

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**ASSOCIATION**

**DATE**

**LEAGUE**

**SEASON                   YEAR**

**PRESIDENT**

**ADDRESS**

**PHONE NUMBER**

**FAX**

**NUMBER**

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**NUMBER OF RESIDENT YOUTH AT \$25.00**

**= \$**

**NUMBER OF NON-RESIDENT YOUTH AT \$40.00**

**= \$**

**TOTAL AMOUNT PAID TO THE CITY OF HAMPTON \$**

**NUMBER OF RESIDENT ADULT AT \$30.00**

**= \$**

**NUMBER OF NON-RESIDENT ADULT AT \$50.00**

**= \$**

**TOTAL AMOUNT PAID TO THE CITY OF HAMPTON \$**

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**AT BEGINNING OF EACH SEASON, SEASON ROSTERS MUST ACCOMPANY THE USER FEE PAYMENT AND  
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**YOUTH SPORTS ASSOCIATION**  
**FACILITY USE AGREEMENT**

**SECTION I: REQUEST FOR FACILITIES**

In order to request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement.
2. Current copy of the YSA's Articles of Incorporation or Bylaws.
3. A list of the organization's Board of Directors, addresses, and their phone numbers.
4. Proof of public liability insurance.
5. A current list of every coach, assistant coach, manager, players.
6. The final participation registration figures.
7. Game and Practice schedule, Tournaments, Clinics, Workday, and Fundraising activities.
8. Acknowledgment of Coley Park Fee Schedule.
9. The Criminal Background Checks are to be completed with written certification to that effect filed with the City Manager at least ten (10) working days prior to commencement to the YSA's season. The written certification will contain the names of every coach, assistant coach, manager, umpire, referee, or board member not disqualified as a volunteer.
10. All concession areas will remain the responsibility of the City.
11. The Board of Director for each association must set up a meeting with the City Manager before a request is granted. Discussion of final registration numbers, rosters, and the verification of the above items will be discussed at this time.

**\*\*\*Failure to submit the initial paperwork will result in the denial of use of facilities\*\*\***

**SECTION II: GENERAL**

1. City related functions and sport associations would have priority use of Coley Park and park facilities.

2. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of Hampton and laws of the State of Georgia.
3. Persons and/or sport associations, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.
4. There must be at least one adult chaperon for every ten youths under the age of 18.
5. No alcoholic beverages are permitted at any time in any City Park.

### **SECTION III: CRIMINAL BACKGROUND CHECKS**

1. The YSA that uses the City owned, leased, or controlled fields and facilities ("City Facilities"), are required to conduct criminal background checks for all recognized YSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the YSA.
2. The criminal background checks will be performed prior to each season. Each YSA is required to adapt procedure for Criminal Background Checks.
3. Each prospective YSA volunteer will be required to provide the YSA consent (or authorization) to perform the Criminal Background Check and three (3) references that can be contacted.
4. In the event the YSA determines it is necessary to disqualify a perspective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the YSA must notify the person in writing (without stating the details for disqualification). The written notification must also advise the disqualified person of their right to appeal.
5. A person disqualified by the YSA or who is pending appeal, is not entitled to participate as a coach, assistant coach, manager, umpire, or referee or serve in any other volunteer position for the YSA in any organized sporting activities in or on any City Facilities unless the disqualification is removed, and the City is notified of such change of status. It is the duty of the YSA to notify the City of the change of status.
6. If a person is approved for reinstatement and the season has already begun said person can participate in that season as determined by the YSA.

### **SECTION IV: FACILITY ADMINISTRATION**

Where possible and practical and in cooperation with the YSA, the City Manager will coordinate the use of outdoor facilities. The City Manager, with the consent of the YSA and other organizations, as applicable, will schedule the use of the fields and or facilities.

### **SECTION V: FIELD ALLOCATIONS**

1. The City Manager will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interests of the City subject to, but not limited to the following criteria:

- a. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
- b. The City Manager will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.
- c. In order to maximize use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

#### **SECTION VI: FACILITY MAINTENANCE**

1. In the event any individual, team or group uses an available field or facility during a time period other than within the specific sport season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance with 30 days prior notice.
2. Any special maintenance request in relation to normal league play must be made in writing, hand delivered, or e-mailed to the City Manager at least one week in advance.
3. It will be the responsibility of the City Manager to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the City Manager has determined as unsafe, will be denied future use of any field or facility.
4. Maintenance of all facilities owned or controlled by the City will be performed by the City Manager, its agents, or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, may be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the City Manager.
5. The YSA will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.
6. Cleaning of the concession stand and restrooms at the end of the day and the season are the responsibility of the City. The Health Inspector subjects these facilities to inspection.
7. In conjunction with the sports season tournaments or special events, the City will provide the following:
  - a. Use of the field or facility
  - b. Maintenance of all exterior landscape and repairs to the basic structure
  - c. Mow and trim all fields and non-playing areas of the park at least weekly

#### **SECTION VII: NON-LEAGUE USE SCHEDULING**

Any group, team, or resident of Hampton may make a request to the City Manager for use of available fields or facilities provided the use is recreational and not for profit. Associated fees will apply such as maintenance, lights, etc.

## **SECTION VIII: CONCESSIONS**

All concessions will be the responsibility of the City or a contractor procured by the City.

## **SECTION IX: SCHEDULES**

1. It is the responsibility of the YSA to furnish the City Manager with a complete league schedule prior to the commencement of each sport season. The City Manager will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the City Manager, then the field or facility will not receive special maintenance and will be subject to general park maintenance.
2. The City, at the discretion of the City Manager, may allow other uses of the assigned fields during the term of this contract except when league activity occurs.

## **SECTION X: ADMINISTRATION**

The administration of this Agreement will be the responsibility of the City Manager. The City Manager is responsible for declaring all necessary rules and regulations concerning the use of field and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

## **SECTION XI: VIOLATIONS**

Any breaches of the conditions of this agreement will be heard by the City Manager.

## **SECTION XII: BOARD OF DIRECTORS**

All groups, or organizations, utilizing, recreation, facilities, owned, or controlled by the City for competitive league play must be incorporated as a non-profit organization by the Georgia Secretary of State and the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer. The president of each association will be responsible for the regulation of this agreement.

## **SECTION XIII: INSURANCE REQUIREMENTS**

The YSA agrees to provide and maintain in effect during the term of this agreement the following insurance amounts:

- Workers' Compensation Insurance (for paid employees) as required by law.
- Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 - Each Accident

\$500,000 Disease - Policy Limit

\$100,000 Disease - Each Employee

Georgia and/or All State's Endorsement attached.

- Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 - General Aggregate

\$1,000,000 - Products/Completed Operations Aggregate

\$500,000 - Personal and Advertising Injury Limit

\$500,000 - Each Occurrence Limit

\$50,000 - Fire Legal Liability

\$5,000 - Premises Medical Payments

YSA agrees that with respect to the required insurance, the City will:

- Be named as additional insured under the General Liability policy;
- Have a Waiver of Subrogation issued favoring the City on the General Liability;
- Be provided with thirty- (30) days advance written notice of cancellation or material change;
- Be provided with Certificates of Insurance evidencing the above insurance requirement, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Alex Cohilas, City Manager

City of Hampton

17 East Main Street South

Hampton, Georgia 30228

[acohilas@hamptonga.gov](mailto:acohilas@hamptonga.gov)

#### **SECTION XIV: MISCELLANEOUS**

1. **Indemnification.** The YSA agrees to indemnify and hold harmless the City, its officers, agents, and employees ("City") from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments, including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly in whole or in part, by an act, omission, negligence, or misconduct by the YSA or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and YSA arising out of the incident to YSA's use of the facilities covered by this Agreement.
2. **Force Majeure.** If the City facilities or any portion thereof are destroyed or damaged by fire or other calamity so as to prevent the use of the Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the YSA

will be prevented by an act of God, strike, lockout, pandemic or national emergency, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the YSA for any damages caused thereby and the YSA hereby waives any claim against the City for damages by reason of such termination.

3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Georgia; and venue for any action concerning this Agreement shall be in the Superior Court of Henry County, Georgia.
4. **Termination** This agreement may be terminated by either party by providing the other Party with thirty-(30) day's prior written notice of termination.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.
6. **Severability.** In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid illegal or unconstitutional the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.
7. **Assignment.** This Agreement may not be assigned by the YSA without the express written consent of the City.

