

AGENDA ITEM 27

Consider and approve agreement for use of Regional Park by the Hill Country Cricket Association.

Jim Rodgers addressed the Court regarding \$16,300 to be paid by the Hill Country Cricket Association for improvements to the Regional Park for the construction of a cricket pitch in exchange for a ten-year right to use the facility for this purpose. John Thickett, of the Hill Country Cricket Association, answered the questions of the Court.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Curlee**

Motion: To approve agreement for use of Regional Park by the Hill Country Cricket Association and the right to make improvements to the Regional Park by the HCCA under Park Commission oversight with the understanding that a copy of all documentation of the improvements be submitted to the Auditor's Office.

Vote: **3 - 0**

< Attachment >



Williamson County

Parks and Recreation Department

Memorandum

TO: John Doerfler, Judge
County Commissioners
Williamson County

FROM: Jim Rodgers, Director
Parks and Recreation

DATE: December 17, 2003,

RE: Hill Country Cricket Association Agreement

John Thicket representing the Hill Country Cricket Association (HCCA) has approached the Parks and Recreation Department with an offer to fund improvements to an unused portion of the Regional Park for the purpose of providing Cricket fields. The HCCA was founded in 1992 as a Texas incorporated 501(c)(3) not-for-profit club with membership of nearly 100 individuals with greater than 70% residing in Williamson County. HCCA will fund all necessary improvements necessary to transform the area into a usable field including ground clearing, leveling, spreading of top soil, and seeding. HCCA will donate to Williamson County or pay \$16,300 to fund the above improvements. They use the fields on Sundays and some Saturdays for their games leaving an open play field for public use the remainder of the week.

The attached agreement stipulates the conditions of use and terms to govern the improvements and use of the new field. Dale Rye of the County Attorneys office has reviewed to agreement. Also attached is a power point presentation outlining in greater detail the planned improvements and use.

AGREEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS AGREEMENT is made and entered into by and between Williamson County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and Hill Country Cricket Association, a Texas non-profit (501©3) organization, hereinafter referred to as "HCCA".

WITNESSETH:

WHEREAS, The County has established Williamson County Regional Park (WCRP) with a Parks Department to be used by members of the general public; and

WHEREAS, HCCA desires to assist County in developing a cricket ground for HCCA's use on Sundays and general public use Mondays through Saturdays so as to promote the sport and hobby of cricket and develop within the general public the spirit of good sportsmanship and cooperation, as well as provide a means to actively and recreationally occupy the time and leisure of said citizens;

NOW THEREFORE, for and in consideration of mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

I.

This agreement will be for a term of ten (10) years, from the first day of January, 2004, until the 31st day of December, 2013. In the event the County wishes to re-locate the cricket ground, prior to the expiration of this contract, County shall provide using its best efforts, a mutually agreeable ground to a similar standard, and all other terms and conditions of this contract shall remain in place unless changed by mutual agreement.

II.

HCCA will:

- A) fund the development of a cricket ground to mutually agreed standards and specifications with the County at the location indicated on Attachment A, and according to the schedule on attachment B.
- B) periodically host and administer cricket events utilizing WCRP as the primary facility including advertising, scheduling, communications, public relations and all other logistics not provided by County with all revenue proceeds from parking and concessions directed to County.
- C) schedule games, events and activities to maximize the number of vehicles and participants at WCRP when other venues are also involved in the scheduled events.
- D) allow the County to use the cricket ground for up to four Sundays each year, such use to be pre-notified to HCCA no less than two weeks in advance.
- E) agree not to use the ground after heavy rains when such usage would damage the aesthetics of the ground.
- F) make its best efforts to assist County with watering in periods of heavy drought
- G) make a \$500 donation to the County to help the County design and build a simple access bridge

III.

The County will:

- A) provide maintenance of the cricket ground, for example grass cutting for support of weekly games, tournaments and other events as scheduled with the County Parks Department.

- B) provide suitable parking spaces, restroom facilities and concession facilities suitable for cricket related events as scheduled with the County Parks Department.
- C) provide concession services during all special events as scheduled with the County Parks Department.
- D) lease the cricket ground to other users such as the Central Texas Cricket League or others at times not used by HCCA.

IV.

THE HCCA EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER ARISING OUT OF THE USE OF WILLIAMSON COUNTY REGIONAL PARK AND ALL ACTIVITIES OF HCCA, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT. THE HCCA WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT OR CONCURRENT NEGLIGENCE OR FAULT OF THE COUNTY. HCCA WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH HCCA MAY HAVE AGAINST COUNTY FOR ANY LOSS OR DAMAGE TO HCCA'S PERSONAL PROPERTY LOCATED AT WILLIAMSON COUNTY REGIONAL PARK.

V.

In performing the obligations required of it under the terms of this agreement, the HCCA will comply with all applicable federal, state, county and city ordinances, rules and regulations, now and hereafter in force, which are applicable to the HCCA's operation of the events. HCCA will also observe and comply with all rules as may be prescribed by County Parks Director.

VI.

County will reserve 8am-5pm on all Sundays when WCRP may be used by HCCA for its activities and County may post signs, stating said hours, at all appropriate locations within the facility. County will provide a specific location for HCCA to install signage with approval from County Parks Director. This signage must be in compliance with all applicable code and rules in effect at the time of installation. HCCA will be permitted to place a small plaque, sized by mutual agreement, next to the cricket ground, acknowledging the monies received from donors, which have allowed us to fund the development of the cricket ground.

VII.

HCCA will not permit at WCRP any disorderly conduct or practice in violation of any federal, state or municipal laws, rules, regulations or ordinances or of a sort likely to bring discredit upon Williamson County or its governing body, or which in the opinion of the County are contrary to good morals or are otherwise objectionable.

VIII.

The primary and official contact for the HCCA will be the then current President. The HCCA will provide written notice to County of the name and address of the person holding said office. HCCA will give written notice to County of subsequent change in said office.

IX.

The address to which any notice herein provided to be given to County may be mailed is "Commissioners Court, Williamson County, Texas, Williamson County Courthouse, 710 Main Street, Georgetown, Texas, 78626, Attention: County Judge." The name and address to which any notice herein provided to be given to HCCA may be mailed is "Hill Country Cricket Association, c/o President, 2900 Popano Cove, Austin, Texas 78746 or such other address which HCCA has furnished in writing to the Parks Director of Williamson County, Texas, provided, however, that this shall not prevent the giving of actual notice to HCCA in any other manner. Any notice sent by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as herein provided,

shall, for the purposes of this Agreement, be deemed to have been received by the addressee on the day next following the date of mailing.

X.

Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto. This Agreement constitutes the entire agreement between the County and the HCCA. If any portion of this Agreement at any time or to any extent is held invalid or unenforceable, the remainder of this Agreement is not affected thereby.

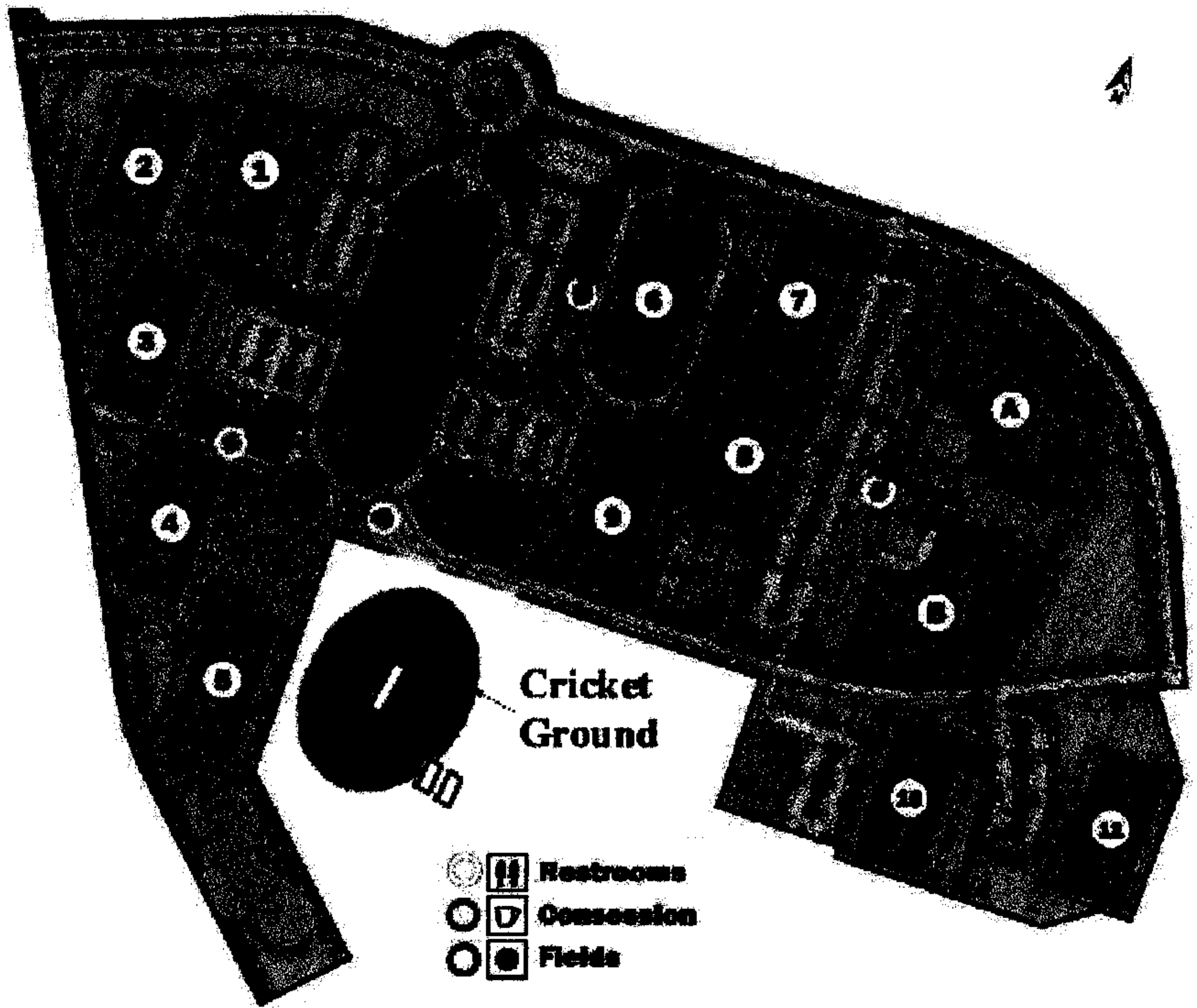
IN WITNESS WHEREOF, this instrument, in duplicate originals, has been executed on the _____ day of _____, 2003, by the parties hereto as follows:

- a. It has been executed by the County Judge of the County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.
- b. It has been executed by the President of HCCA, pursuant to a resolution of the governing body of said HCCA so authorizing.

John Thickett, President
Hill Country Cricket Association

John Doerfler, County Judge
Williamson County

Attachment A – Overlay and Map of Sports Fields at Williamson County Regional Park



Attachment B – Development Schedule

Labor and Equipment for scrub removal, large rock removal, leveling, top soil and seeding	\$4,300
Topsoil and seeding	\$12,000
Concrete cricket wickets	\$5,000
Total	\$21,300