

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Chief Sports, LLC- Baseball/Softball Training

DATE: August 6th, 2021

BUDGET INFORMATION:

REVENUE FY22/23: \$10,500

CAPITAL: N/A

☒ (X) RECOMMENDATION

☐ () POLICY DISCUSSION

☐ () STATUS REPORT

☐ () OTHER

COMMISSION ACTION REQUESTED ON: August 16th, 2021

PURPOSE: This is a renewal with Chief Sports, LLC which is a local business that offers private baseball/Softball training and lessons to the youth in and around Habersham County. The Organization will be utilizing the Stonecypher building located at the fairgrounds to conduct indoor baseball/softball training, such as, hitting/pitching lessons, small group training, individual instruction and team practices.

BACKGROUND / HISTORY: This is a partnership between Chief Sports and Habersham County. Chief Sports will be managed by Dan Keef and Chris Chitwood. Both founding members are local educators and reputable coaches with Habersham County School system and HCRD. Chief Sports will be coordinating and overseeing all operations, supervision and employment of staff while in business. There is a lack of sports training facilities within Habersham County. A primary objective to Chief Sports is to provide a place within their own community that provides baseball/softball services so to prevent families from having to travel out of county. Chief Sports will be purchasing and maintaining all equipment required to operate a baseball training center, e.g. batting nets, baseballs/softballs, protective nets and screens, pitching mounds, batting tees, pitching machines, etc.

FACTS AND ISSUES: Compensation to the county, for usage of the Stonecypher building, is as follows:

1. **Revenue:** Habersham County will receive 25% of all baseball/softball training fees collected by Chief Sports. An estimated \$10,500 is projected for its second year partnership.
 2. **Operations:** Chief Sports will have its own access to the building so that they may provide their services on select days and times during the week. Most training will take place in the evening during the weekdays and at any point in time on the weekends.
 3. **Restrictions:** Chief Sports will remove their personal belongings and vacate the facility during the Chattahoochee Mountain Fair.
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OPTIONS:

1. Approve to enter into a facility usage agreement with Chief Sports, LLC for 2021-2022.
 2. Deny entering into a facility usage agreement and we will renegotiate a new agreement with Chief Sports, LLC.
 3. Commission defined alternate.
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RECOMMENDED SAMPLE MOTION:

Approve to enter into a facility usage agreement with Chief Sports, LLC for 2021-2022 to offer baseball/softball training services.

DEPARTMENT: Recreation

Prepared by: Kurt Cooper

Director: Kurt Cooper

**ADMINISTRATIVE
COMMENTS:**

County Manager

DATE: _____

AGREEMENT FOR THE USE OF FACILITIES IN THE PROVISION OF PROGRAM SERVICES:

Chief Sports, LLC.

This agreement is made effective the latest date signed below by and between HABERSHAM COUNTY, a political subdivision in the State of Georgia (hereinafter referred to as "Habersham"), acting by and through the Parks & Recreation Department and Chief Sports, LLC. (hereinafter referred to as "Organization"):

WHEREAS, the parties desire to place in writing the terms of their agreement regarding the Organizations request to utilize Habersham recreation facilities to provide **baseball/softball training** to area and neighboring residents utilizing property described as Ruby C. Fulbright Recreation and Aquatic Center approved facilities.

WHEREAS, Organization has the proven expertise, training and certification to render such programming and services; and agrees to operate in accordance with the Habersham Policies and Procedures; and,

NOW THEREFORE, and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. Habersham County grants to Organization and Organization accepts from Habersham County the exclusive privilege of conducting the Organizations programming as stated above. Facilities included in this agreement include the **Stonecypther building**. The specific dates and times are to be determined in advance and in conjunction with the HCRD Director.
- II. Use of Premises. The Organization shall use subject property to conduct **indoor baseball/softball training, such as, hitting/pitching lessons, small group training, individual instruction and team practices.** Organization shall not use or permit Habersham County facilities to be used for any other purpose without obtaining the prior written consent of Habersham County. Such requests must be submitted no less than seven (7) business days prior to the special use.
- III. Services to be Provided. **Chief Sports, LLC. will provide baseball/softball training, such as, hitting/pitching lessons, small group training, individual instruction and team practices** for area and neighboring residents. Habersham County or Organization may request changes in the scope of services to be performed by the Organization under this Agreement. However, no change shall be effective and enforceable unless mutually agreed upon by written amendment to this Agreement executed by both parties and attached hereto.
- IV. No Employment Contract. Nothing contained in this Agreement shall be construed in such a manner so as to constitute the Organization as an agent or employee of Habersham County, it being the intent of the parties that the Organization shall remain independent, and neither party have any authority to bind the other in any respect except as specifically provided for herein. It is acknowledged by the Organization that all employees, agents and volunteers of the Organization are not employees or agents of Habersham County.

Responsibilities of Organization.

A. General.

- (1) The said property shall be subject to the rules and regulations of Habersham County and HCRD. Habersham County reserves the right to adopt and implement additional park rules and regulations at any time during the term of this agreement.
- (2) Organization shall maintain the subject properties and the improvements located thereon so as to return same to Habersham County at the end of the agreement term in the same condition as they now exist subject to ordinary wear and tear.
- (3) The Organization's maintenance obligation includes litter control during time of scheduled activities and events on subject premises to include removal of all paper and debris from the property at the conclusion of their use. Further, the collection and removal of all personal items belonging to the Organization's participants must be done at the conclusion of any use.

Specifically, it shall be the obligation of the Organization to maintain the subject premises in conformance with all relevant codes and ordinances of Habersham County, including applicable Health Codes.

- (4) The Organization will provide a written description of services being provided and provide updates as necessary.
- (5) The Organization will notify HCRD in the event of any change in scheduling or temporary cancellation of daily scheduled activities.
- (6) The Organization must provide supervision for participants, including children, prior to and following their assigned session.
- (7) The Organization will abide by HCRD staff determination as to the availability of the Recreation Center facilities.
- (8) The Organization will make no permanent changes to the facilities without the expressed written consent of Habersham County.
- (9) The Organization may not offer any activities or programs which conflict or compete with programs offered by HCRD.
- (10) The Organization will assume responsibility for the cost of repair to any damage sustained to facility areas resulting directly or indirectly from their use.
- (11) Inspection of facilities will be made by Organization and Habersham County representatives immediately prior to scheduled program and immediately following program service.
- (12) The Organization will assume responsibility to acquire internet services at cost to the Organization.
- (13) The Organization will assume responsibility to acquire keyless door access for members at cost to the Organization.

- B. Expenses. Organization agrees to pay all expenses incurred in conducting programming.
- C. Hours of Operation. Organization shall schedule all activities and additional services during the normal operating hours posted only, unless prior written approval is made between the Organization and the HCRD. Organization further agrees that there will possibly be designated times throughout the year where scheduling conflicts will occur in programming and agrees that these conflicts will be discussed and worked out to the best interest of both programs if possible. If the scheduling conflicts cannot be resolved, the Habersham County Parks & Recreation Department Director will make the final decision on program scheduling. Organization agrees to be present at all times during scheduled activities on said property.
- D. Nondiscrimination. Organization shall not discriminate against any program participant, employee and/or sub-contractor because of race, creed, color, national origin, gender, affectional or sexual orientation, age, marital status, religion or disability by refusing to furnish such person any service or privilege offered to or enjoyed by area residents. Neither Organization or his/her employees and/or sub-contractors shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person for instruction, programming and ancillary services based on race, creed, color, national origin, gender, affectional or sexual orientation, age, marital status, religion or disability.
- E. Concessions. Not Applicable, but if in the future the Organization would like to include concession sales; the Organization must first notify the HCRD for approval.
- F. Subcontractors. Organization shall at all times use only those persons of good moral character as employees, volunteers and/or independent sub-contractors, and Organization shall not retain any employee, volunteer and/or independent sub-contractor that Habersham County considers to be unfit or otherwise objectionable. Habersham County requires the Organization and/or all sub-contractors to submit all employees to a criminal background check and/or drug test to determine the suitability of their employment. All program personnel shall be neatly dressed at all times and shall conduct themselves courteously in their relations with the public. All personnel engaged by Organization shall be fully qualified for the specific service(s) they are to provide and shall be authorized or permitted to work under

applicable state and local laws. The Organization is required to provide copies of all relevant licenses or certificates for any service provider. If required, Organization assumes full responsibility for making all required income tax, social security and other deductions and related payments and shall also file all required returns and forms needed to fulfill these responsibilities.

- G. Publicity. Organization agrees that any program advertisement, publications, and public notices initiated by the Organization will recognize HCRD and Ruby C. Fulbright Recreation & Aquatic Center as the sponsor & location of the Organization's program.
- H. Complaints and Incidents. Organization agrees to listen to public complaints about the Organization's program and work out a fair solution to any and all issues. Organization agrees to notify Habersham County by the quickest means practicable of any incidents and/or accidents associated with subject facilities.
- I. Fees. All program fees will be collected and posted by the Organization for all member registrants. All persons receiving training must register and pay Instructor before participating in any session.
- J. Scheduling of Facilities. The Organization agrees that all facilities will be scheduled through HCRD Office. Scheduling changes may be made periodically with the approval of both parties.
- K. Programming. The scheduled activities of the Organization shall be for public purposes open to participation by any citizen, subject to the right of the Organization to impose reasonable rules on participants in Organization scheduled activities.
- L. Reports. The Organization shall provide Habersham County with a program service report at the end of each month. Such report shall include a summary of all program measures to include statistics on program participants and finances brought in through registration fees. Personal information on participants is not requested or required.

V. Responsibilities of Habersham County.

A. Publicity. Habersham County will offer publicity opportunities to the Organization as available. All publicity is to be submitted to HCRD for pre-approval and production. HCRD will maintain editorial privileges in all publications to lengthen or shorten information as needed.

B. Equipment and Facility Use. Habersham County will furnish Organization with support amenities in a safe manner consistent with regulated and acceptable health standards deemed necessary to the conduct of the program and mutually agreed upon by the Organization and Habersham County.

C. Maintenance. Habersham County shall be responsible for the normal support and preventive maintenance of the premises.

D. Utilities. Habersham County shall provide public utilities (water and electricity) for uses of the park by the Organization and by the general public.

- VII. Compensation. Organization will receive payment equal to 75% of program fees collected for all baseball training. **The HCRD will receive 25% of fees collected for baseball/softball training, such as, hitting/pitching lessons, small group training, individual instruction and team practices.** The Organization will pay the HCRD fees due on each Monday following each weekly session.

VIII. Facility Usage.

- A. The Organization shall not have the right to schedule the use of the facilities not written on the subject properties. All scheduling use of facilities must be approved by the HCRD, prior to.

- B. Habersham County may schedule other public and/or private uses of the facilities during times which the Organization isn't using the property. The Organization may schedule use of the facilities requested at other times by submitting a written request to HCRD. Such requests shall be approved by HCRD provided a conflicting use has not been scheduled by HCRD and any additional fees are agreed upon by the Organization and compensated for in advance of the use.
 - C. Habersham County reserves the right to schedule and utilize subject property, including structures and other facilities, for uses at all times not scheduled by the Organization.
 - D. Organization may modify their schedules with the approval of the HCRD.
 - E. The Organization is prohibited from using the Stonecypher building and parking lots during the Chattahoochee Mountain Fair and the E-911 Halloween Bash. During the Chattahoochee Mountain Fair, Organization must remove their personal property, return the building to its original state and cease operations at the building. Dates for both of these events will be announced, in writing, to the Organization no later than August 15, 2021.
- IX. Proprietary Materials. Organization shall have the right to control use of personal property and equipment owned by the Organization and stored in any authorized structures located on subject property. All personal property and equipment of the Organization shall remain the personal property of the Organization and shall be removed from the subject property within seven (7) days of any cancellation or termination of this Agreement.
- X. Term. The terms of this agreement shall be one year **09/1/2021 to 08/31/2022** with an option to renew for an additional year if both parties are in agreement (compensation fees are subject to revision).
- XI. Termination for Cause. Organization must support Habersham County rules and regulations and Habersham County may terminate this Agreement only for cause, which shall include fraud, theft, drug use, criminal activity, insubordination to Habersham County, moral offenses or any other offenses deemed damaging to the image or mission of the Parks & Recreation Department, failing to fulfill the obligations under this Agreement in a timely manner, or the Organization's violating any of the material provisions of this Agreement. Termination by Habersham County for cause shall be initiated by giving written notice to the Organization. Termination for cause in the sole discretion of Habersham County shall be effective immediately upon notice by Habersham County.

Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph XV below, that the party deems the other party to the Agreement to be in violation of the Agreement.

- A. The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violations have been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within Habersham County and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the alleged violation and the response thereto.
- B. Irrespective of the foregoing, in the event Habersham County determines that any condition on the subject premises constitutes an immediate health hazard to the members of the public, Habersham County shall have the right to immediately take action to correct said condition. In that situation, Habersham County shall notify the representative of the Organization identified in paragraph XV below, by telephone, facsimile transmission or other method designed to provide the most expedient notice to the Organization.
- C. In the event the meeting of the parties pursuant to the procedures in sub-paragraph A above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final

determination that the other parties in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days notice to the other

- XII. Indemnification. Organization hereby agrees to defend, indemnify and hold Habersham County it's agents and employees, harmless from any all claims, suits, liens, demands, debts, damages, loss or expense, including, but not limited to, attorney's fees and litigation expenses, suffered or incurred by the Owner as a result of the Organization's failure to perform in accordance with the Agreement Documents and arising out of and resulting from Organization's performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Organization, a sub-contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
- XIII. Insurance. Organization is required to provide Habersham County with a copy of the certificate of insurance for a Commercial General Liability policy with a \$1,000,000 per occurrence minimum and a \$1,000,000 aggregate, with Habersham County named as an additional insured on that policy. The insurance company used must be at least an A minus 6, Class VI, Best Rated company. Habersham County must be provided 30 days written notice of policy cancellation.
- XIV. Conflicts of Law. This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Georgia.
- XV. Entire Agreement. - This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding. Any notice required under this Agreement shall be provided to the other party at the addresses indicated:

Habersham County Parks & Recreation Department
120 Paul Franklin Road, Clarkesville, GA 30523

Organization: Chief Sports, LLC

Habersham County Government, Georgia

By: _____
BOCC Chairman

Date: _____

Attest: _____
Clerk of Commission

Date: _____

Seal

Organization: _____

Date: _____

Witness: _____

Date: _____

