

HABERSHAM COUNTY BOARD OF COMMISSION EXECUTIVE SUMMARY

SUBJECT: Agreement for the use of Habersham County Facilities by the Azteca Adult Soccer League

DATE: 18 August 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: 18 August 2025

PURPOSE: HCRD will provide one multi-purpose field at the Fulbright Aquatic Center for Azteca to host their league games.

BACKGROUND / HISTORY: Azteca is a predominately Hispanic adult soccer league and has been around for a long while now. They previously used Recreation facilities in the mid-2000's. The league and HCRD had a great relationship at that time.

FACTS AND ISSUES:

- a. Azteca will utilize one field at the Aquatic Center on Sundays, 9am-5pm, thru the year.
 - b. They will completely administer their own program,
 - c. They will be purchasing their own set of goals.
 - d. They will pay the County \$200/day for use of the field.
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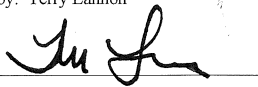
OPTIONS: (1) Recommend approval. (2) Deny approval. (3) Commission defined alternative.

RECOMMENDED SAMPLE MOTION: "Motion to approve the Azteca Soccer League's use of County fields under the provisions of the contractual arrangement between the League and the County"

DEPARTMENT: Parks & Recreation

Prepared by: Terry Lannon

Director



ADMINISTRATIVE

COMMENTS: _____

DATE: _____

County Manager

**AGREEMENT FOR THE USE OF HABERSHAM COUNTY FACILITIES IN THE PROVISION
OF PROGRAM SERVICES FOR:
“AZTECA SOCCER LEAGUE”**

TERMS OF AGREEMENT: August 19, 2025 - August 18, 2026

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” or “Habersham County” or “HCRD”), acting by and through the Parks & Recreation Department and Azteca Soccer League (hereinafter referred to as “League” or “ASL”):

WHEREAS, the parties desire to place in writing the terms of their agreement regarding the Organization’s request to provide soccer programs for area youth utilizing property described as Habersham County Parks & Recreation Department athletic fields; and,

WHEREAS, Organization has the proven experience and prior track record with HCRD 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. Habersham County grants to ASL, and ASL accepts from Habersham County, the privilege of conducting the League’s adult soccer league on HCRD fields.
- II. Description of Facilities. Facilities included in this agreement include the Fulbright Recreation & Aquatic Center Multi-purpose Field #2, restroom facility located there, and parking lot adjacent to the field. League will refrain from play on any other HCRD property outside of the area established in this agreement unless prior authorization from HCRD is approved.
- III. Use of Premises. The Organization shall use subject property to conduct ASL activities only. 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.
- IV. Services to be Provided. The ASL will provide an adult soccer league opportunity for its membership. Habersham County or ASL may request changes in the scope of services to be performed by the ASL 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.
- V. No Employment Contract. Nothing contained in this Agreement shall be construed in such a manner so as to constitute the ASL as an agent or employee of Habersham County, it being the intent of the parties that League shall remain an independent organization, nor shall either party have any authority to bind the other in any respect except as specifically provided for herein. It is acknowledged by the ASL that all employees, agents and volunteers of the Organization are not employees or agents of

Habersham County.

VI. Responsibilities of ASL.

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) The League 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) Maintain the fields and grounds outside the playing area free of paper and debris accruing directly or indirectly from ASL activities. All said paper and debris shall be bagged and placed in trash bins and/or an appropriate area for pick-up by the county.
- (4) The ASL is responsible for ensuring the collection and removal of all personal items belonging to their participants and is done at the conclusion of each use.
- (5) It shall be the obligation of the ASL to maintain the subject premises in conformance with all relevant codes and ordinances of Habersham County, including applicable Health Codes during its use of the facilities.
- (6) During the week, the League will abide by HCRD staff determination as to the availability of the fields for play, that coming weekend, in situations such as, but not limited to, severe drought, rain, inclement weather, etc.
- (7) On weekends, the ASL president or his/her designee shall assume responsibility for making the decision as to the playability of the fields. If damage to the fields results from said decision it shall be the sole responsibility of the ASL for the repair of the fields. Criteria to be used in the initial determination is as follows:
 - Standing water 3 inches or more on the field.
 - Soil saturation
 - Walking on turf causes water to rise.
 - Walking on heels causes indentations.
 - One inch or more of rain 24 hours prior to scheduled game/practice followed by steady downpour of rain on game/practice day.
 - Player's footing becomes unstable, slipping 6' or greater.
 - Extreme drought conditions when 50% of the playing surface has become dormant.
 - Lightning
 - Other acts of nature.
- (8) Assume the responsibility to provide, maintain, and set up goals/nets during their season. At the conclusion of each day of use, their goals shall be locked to the nearest fence. ASL will provide HCRD a copy or combination to those locks in order for the County to facilitate grounds care on the field. At the conclusion of their season, the League shall remove goals off of the field in order to allow for unimpeded turf maintenance. HCRD will then return all keys to ASL.

- (9) The League may not offer any activities or programs which conflict or compete with programs offered by HCRD or the Rapids Futbol Club, the local youth soccer program in Habersham County.
- (10) The ASL will assume responsibility for the cost of repair to any damage sustained to facility areas resulting directly from their use. The ASL will also assume the responsibility to re-sod worn areas of turf (such as in goal mouths) when damage of the field is a result of play on unplayable fields as designated in Section VI. A (7) and when Habersham County determines the necessity to do so. Such determination will be made only upon consultation with the ASL president or his/her designee.
- (11) Refrain from adding any materials to the playing field or make any permanent changes to the facilities without the expressed consent of the County. This Agreement will allow only ASL or County sanctioned volunteers to work on the fields.
- (12) ASL staff will monitor the use of the field, restroom building and parking lot during their daily use.

B. Expenses. League agrees to pay all their own ASL expenses incurred in conducting programming and ancillary services.

C. Hours of Operation. ASL shall schedule all games and associated activities and during the normal schedule on Sundays, 9:00am to 5:00pm only, unless prior written approval is made between the League and the HCRD. ASL further agrees that there could be an occasion 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. ASL agrees to ensure that a League representative is 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/Vendors. ASL agrees to follow all County and State regulations governing public health codes and standards and all ASL concession vendors must meet all applicable Health Codes.

F. Subcontractors. ASL shall at all times use only those persons of good moral character as employees, volunteers and/or independent sub-contractors, and ASL shall not retain any employee, volunteer and/or independent sub-contractor that Habersham County considers to be unfit or otherwise objectionable. All ASL personnel shall at all times conduct themselves courteously in their relations with the public. If required, ASL 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 the requirements of their program.

G. Publicity. ASL agrees that all program advertisements, publications, and public notices will recognize HCRD facilities as the location but will not express any endorsement or sponsorship of the League's program by Habersham County or HCRD.

H. Complaints and Incidents. League agrees to listen to public complaints about the ASL program and work out a fair solution to any and all issues. ASL agrees to notify Habersham County by the quickest means practicable of any incidents and/or accidents associated with subject facilities.

I. Fees. The League may charge reasonable fees in order to conduct its business. All program fees will be made payable to ASL and will be collected and posted by the ASL.

J. Scheduling of Facilities. ASL will have use of subject fields at the following schedule:

- a) During the ASL spring and fall seasons, HCRD will grant the League exclusive use of one of F#2 at the Fulbright Recreation & Aquatic Center multi-purpose fields on Sundays. HCRD will reserve the right to switch the League over to the adjacent F#1 should wear on the turf become an issue.
- b) Upon completion of their registration, and in a timely fashion, ASL shall provide HCRD complete game schedules both the spring and fall seasons. When approved by the HCRD, schedules will not be modified without consent of both parties. At all other times scheduling for the use of the fields will be at the sole discretion of the County.
- c) HCRD reserves the right to reschedule an ASL date in the event the County must block off use for a County-wide special event. HCRD will notify ASL of any special event with at least three months' notice prior to the event.
- d) Use of any other recreation department managed fields, outside of usage in VI.J(a.) is strictly prohibited.

K. Programming. The scheduled activities of the ASL shall be for public purposes open to participation by all citizens, subject to the right of the League to impose reasonable rules on participants in ASL scheduled activity.

VII. Responsibilities of Habersham County.

A. Publicity. Habersham County will offer publicity opportunities to the ASL as available. This is to include a link on the HCRD website, mentions on HCRD social media pages, designated space on Fulbright Recreation & Aquatic Center bulletin boards, and approval to post outdoor signage on properties managed by HCRD. All publicity is to be submitted to HCRD for pre-approval. HCRD will maintain editorial privileges in all publications to lengthen or shorten information as needed. ASL will remove outdoor advertisement when during the periods of time that their program registration is closed.

B. Facility Furnishment. Habersham County will furnish ASL with fields and support amenities in a safe manner consistent with regulated and acceptable health and sanitation standards deemed necessary to the conduct of the program and mutually agreed upon by the ASL and Habersham County. HCRD will maintain the playing fields in accordance with the standards deemed appropriate by the County with consultation of the ASL.

C. Facility Maintenance. Habersham County shall be responsible for the normal support, upkeep, and preventive maintenance of the premises: irrigation, fencing, bleachers, plumbing, electrical repairs, and all repair and replacement. Should a failure occur in any mechanical system, the League will be notified by HCRD at the earliest opportunity. The League will be responsible for making sure the restrooms, playing fields, and spectator areas are free of trash/debris and maintained in a clean, presentable manner. All trash will be deposited in the trash receptacles furnished by Habersham County. Habersham County is responsible for cleaning and providing and stocking all toiletry products for restrooms. Habersham County will set up and mark field lines on an appropriate schedule so that lines are always clearly visible.

D. Utilities. Habersham County shall provide public utilities (water and electricity) for use by the ASL at the facilities defined in Section II of this Agreement.

E. Grounds Care. Habersham County will be responsible for grounds care in and around all facilities.

F. Sponsor Signage. Allow ASL the use of fencing for the display of sponsor advertising as long as signs are in good taste, meet county code requirements, and are properly maintained. Habersham County will maintain the signs as far as making sure they remain affixed to the fencing where they're displayed. Should the sign no longer be able to be displayed, it'll be taken down and stored. Habersham County will notify the League upon this occurrence.

G. Moving Goals. Maintenance will properly move soccer goals in a safe manner when mowing the fields. HCRD will accept responsibility to fix any damage caused by error of moving. HCRD will immediately notify the Organization on the occurrence when staff notices a damaged goal before it's moved. This would hold harmless the County in this situation.

VIII. Compensation.

A. A daily fee of \$200.00 will be paid by ASL to Habersham County for use of the facilities listed in Section II of this Agreement during their spring and fall seasons.

B. All fees are payable and due to Habersham County Parks & Recreation Department.

C. HCRD will invoice ASL at the end of each month for that month's field usage.

- D. Payment of the invoice is due to HCRD within ten (10) business days from the receipt of the invoice.

IX. Facility Usage.

- A. Use of any other recreation department fields, if available and with the expressed approval of the HCRD, will be subject to additional charges for use of such fields.
- B. The ASL has the right to schedule the use of the facilities on the subject properties during the agreed upon use periods defined in this Agreement.
- C. ASL shall have use of the property, and any agreed upon portion thereof, during the time period defined in Section V. (C). Habersham County may schedule other public and/or private uses of the facilities during times which the Organization isn't using the property. The use of equipment owned by ASL may not be used by HCRD without expressed written permission from ASL.
- D. All of the subject property shall be available for public use by the citizens at all times not scheduled for ASL activities. Habersham County reserves the right to schedule and utilize subject property, including structures and other facilities, for use at all times not scheduled by the ASL.
- E. ASL may modify their schedule from time to time. ASL will notify HCRD of all schedule changes.

- X. Proprietary Materials. ASL shall have the right to control use of personal property and equipment owned by the League and store their goals in an agreed upon location. All personal property and equipment of the League shall remain the personal property of the ASL and shall be removed from the subject property within seven (7) days of any cancellation or termination of this Agreement.

- XI. Term. The term of this Agreement shall begin August 19, 2025, and run through to August 18, 2026. It is the intent of Habersham County to review the current agreement at the conclusion of this date and negotiate any changes at that time. With both the ASL and Habersham County being mutually pleased with the success of the program agreement each shall have the option to amend or renew this Agreement for an additional one year after the termination of the term with each giving notice of their desire to renew the contract. The fees/compensation may be subject to revision. ASL shall give ninety (90) days written notice to Habersham County of its intention to renew and/or execute another agreement prior to the expiration of the term in effect. Habersham County, in its sole discretion, shall have sixty days to accept or reject said request for renewal.

- XII. Termination for Cause. ASL 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 ASL'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 ASL. 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 XVII. 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 ASL identified in paragraph XVII below, by telephone, or other method designed to provide the most expedient notice to the League.
 - 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.
- XIII. Indemnification. ASL hereby agrees to defend, indemnify and hold Habersham County its 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 as a result of the League's failure to perform in accordance with the Agreement Documents and arising out of and resulting from ASL'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 ASL, a sub-contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
- XIV. Insurance. ASL 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.
- XV. 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.

XVI. No Transfer. Neither party may assign, delegate, or transfer this agreement or any of its rights or obligations under this agreement.

XVII. 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

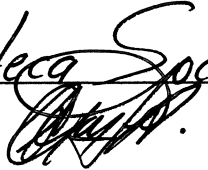
Azteca Soccer League:
Carlos Molina Hernandez
225 Georgia Street, Demorest, GA 30535.

By: _____
BOCC Chairman

Date: _____

Attest: _____
Clerk of Commission

Date: _____

Organization: Azteca Soccer League


Date: 07/28/25

Witness: _____

Date: _____