



**CITY OF PEMBROKE PINES
FACILITY USE AGREEMENT**

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 hereinafter referred to as "CITY",

and

WEST PINES UNITED FUTBOL CLUB, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **Chapel Trail Park, 19351 Taft Street, Pembroke Pines, FL 33029**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the LICENSEE desires to use certain athletic fields owned, operated, and/or maintained by the CITY for recreational purposes which are more particularly described in Exhibit "A", hereinafter referred to as the "FACILITY"; and,

WHEREAS, the CITY desires to enter into a written agreement to grant LICENSEE a limited nonexclusive license to use certain athletic fields for recreational purposes for the benefit of both residents and non-residents of the CITY.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LICENSEE agree as follows:

**ARTICLE 1
PREAMBLE**

1.1 The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**ARTICLE 2
TERM AND TERMINATION**

2.1 The term of this Agreement shall commence on October 1, 2022 and terminate on September 30, 2023. This Agreement may be renewed for additional terms upon the mutual consent evidenced by a written amendment to this Agreement extending the term thereof.

2.2 The CITY grants LICENSEE a non-exclusive license to use the FACILITY during the dates and times more specifically described in Exhibit "A", attached hereto and made a specific



part hereof. Any additional days or times the LICENSEE desires to use the FACILITY must be first approved by the CITY.

2.3 **Termination for Convenience.** This Agreement may be terminated for convenience by the CITY upon providing LICENSEE fourteen (14) days written notice of such termination.

2.4 **Termination for Cause.**

2.4.1 This Agreement may be terminated by CITY for cause, effective immediately if CITY believes performance by LICENSEE poses an immediate threat to the health, safety, or welfare of CITY.

2.4.2 In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days with no action after receipt by LICENSEE of written notice of such neglect or failure.

ARTICLE 3 **USE OF FACILITY**

3.1 The CITY agrees to grant the LICENSEE a limited non-exclusive license to use the FACILITY as more particularly described in Exhibit "A" and in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY reserves the right to change the designated dates and times for use of FACILITY as determined necessary by the CITY.

3.2 Use of the FACILITY for an activity that is not herein described is subject to prior written approval of the CITY Manager or his designee. Approval shall be at the sole discretion of the CITY Manager or his designee and shall be requested in writing at least thirty (30) days in advance of the date scheduled for the event.

3.3 The Parties agree that events sponsored by the CITY, shall have first priority for use of FACILITY. The CITY will notify LICENSEE a minimum of thirty (30) days in advance of all events that may interfere with LICENSEE programming.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 LICENSEE shall pay the CITY an amount equal to FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00), annually, for a limited non-exclusive license to use the FACILITY in accordance with the terms and conditions set forth herein (the "Flat Rate"). The Flat Rate shall not include the costs to provide support for tournaments. Tournament Rates are defined in Exhibit "B".

4.2 **Registration Fees:** In addition to the Flat Rate, the LICENSEE shall remit registration fees to the CITY. The LICENSEE shall collect the following fees from all participants for each season:



- 4.2.1 City Residents: Five dollars and zero cents (\$5.00) per participant;
- 4.2.2 Non City Residents: Thirty-five dollars and zero cents (\$35.00) per participant; and,
- 4.2.3 Participation Non-Resident Fee: sixty-five dollars and zero cents (\$65.00) per participant.

4.3 All fees owed to the CITY for LICENSEE's use of the FACILITY shall be forwarded in one lump sum, to the Director of Recreation and Cultural Arts within twenty (20) days of commencement of that particular sports activity. The parties acknowledge that rosters may change and registration may continue for up to three (3) weeks after the commencement of a particular activity. In the event of such ongoing registration, the LICENSEE shall submit a supplemental payment to the City within ten (10) days of the close of the final registration period.

4.4 The LICENSEE acknowledges and agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, including the cost associated therewith.

4.5 In the event that the LICENSEE modifies the dates/times more specifically identified in Exhibit "A", for any reason, LICENSEE shall forfeit any amount prepaid to the CITY and LICENSEE shall be liable for any increase in costs related to LICENSEE's use. CITY agrees to provide LICENSEE with an invoice detailing any additional costs or overages incurred during the term of this Agreement within thirty (30) days of the end of the term of this Agreement if applicable.

ARTICLE 5

OBLIGATIONS OF THE LICENSEE

5.1 The LICENSEE shall abide by the following participant ratios:

Travel/Competition Leagues – All Players Collectively: fifty-one (51%) residents.

5.2 LICENSEE shall limit registration to seven hundred and fifty (750) participants and LICENSEE will not be provided any additional facilities by CITY except those identified in Exhibit "A." If at any time, and at the CITY's sole discretion, it becomes necessary for the City Manager to determine the scheduling of league games or practices in order to accommodate other City recreation programs, the LICENSEE agrees to accept the City Manager's decision and cooperate fully in making any necessary adjustments to its Program(s).

5.3 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as may be applicable to LICENSEE's use of FACILITY provided for herein including all CITY Park rules and modifications as may be amended from time to time.

5.4 **Background Screening.** LICENSEE shall comply with the requirements of CITY Code of Ordinances §34.07, as may be amended from time to time, which requires background screening



through the CITY's Police Department for all employees, agents, and volunteers engaging in any city-operation or city-sponsored activity involving youth, seniors, and other vulnerable populations prior to the LICENSEE's use of the FACILITY under this Agreement. LICENSEE shall not allow any employees, agents, or volunteers whom do not meet the requirements of this Section to provide any service under this Agreement. LICENSEE shall also comply with the requirements of Chapter 1012, Florida Statutes, as may be applicable, which requires certain instructional and non instructional employees or contractual personnel who are permitted access to school grounds when students are present, who have direct contact with students or who have access to or control of school funds to undergo level 2 background screening as described in §1012.32, Florida Statutes. If applicable, the LICENSEE must also comply with all applicable requirements of CITY's Charter Schools and the School Board of Broward County. The LICENSEE shall be responsible for the cost of all background screening pursuant to this section.

5.5 The City grants the LICENSEE permission to operate concessions to sell non-alcoholic beverages and food at the facilities at the discretion of the Director of Recreation and Cultural Arts and only during the sporting events referenced herein. The LICENSEE agrees to retain the services of a person(s) who will be responsible to operate the concession. The LICENSEE agrees to comply with all statutes, ordinances, rules, orders, regulation and requirements of the Federal, State, County and City governments, and any of their departments and bureaus applicable to the operation of the sale of non-alcoholic beverages and food. The City reserves the right to inspect and review the operations of any concession to determine if the LICENSEE has complied with the terms of this agreement.

5.6 LICENSEE must require all coaches, managers, officials, and volunteers associated with the operation of programming herein described to wear an official City of Pembroke Pines Volunteer Identification Card while at the FACILITY. Failure to wear the identification card while in direct contact with program participants, guests or attendees may result in that person being denied access to the FACILITY. LICENSEE must provide all coaches, managers, or volunteers with the City of Pembroke Pines Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C".

5.7 The LICENSEE shall provide to the Director of Recreation and Cultural Arts for his/her approval a calendar of activities for each specific sports activity. Each calendar shall be due to the Director no later than thirty (30) day prior to opening registration date, and shall include: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; and, f) Approximate number of teams in the appropriate divisions of each activity. The Director of Recreation and Cultural Arts shall provide comments and/or approval of the proposed calendar within ten (10) days of receipt. No unapproved or unscheduled event shall take place on the City property. The Director of Recreation and Cultural Arts, or his/her designee, may stop any games or events not previously approved.

5.7.1 The LICENSEE shall also submit to the Director of Recreation and Cultural Arts, in writing, at least seven (7) days prior to scheduled games, actual field dimensions and/or set up desired for play. Failure to submit the required information may result in the delay in holding the scheduled game(s).



5.7.2 LICENSEE agrees to notify the Director of Recreation and Cultural Arts of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Recreation and Cultural Arts regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Recreation and Cultural Arts.

5.7.3 All games/events that need to be rescheduled shall require LICENSEE to provide the time, date, and location with a twenty-four (24) hour notice. If the request is made after 6:00PM Monday through Saturday or anytime on Sunday, the twenty- four (24) hour timeline will not take effect until 8:00AM the following day. "Rescheduled Events" shall mean all scheduled events, games, and tournaments that have been rescheduled as a result of field closures mandated by the City.

5.7.4 CITY will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B".

5.8 The CITY will require field shut down periods during the year for field restoration and renovation. The shutdown periods are described in Exhibit A. The LICENSEE must coordinate the schedule for the season with the Recreation and Cultural Arts Department in order to accommodate this mandatory field shut down.

5.9 For each sports activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts a complete list of names, addresses, emails and phone numbers of the participants, coaches and managers. The list of participants should be provided for each individual team. (i.e. one list for each team). The list shall be provided within twenty (20) days of commencement of the particular activity. LICENSEEs are required to verify residency (with utility bill or mortgage statement) before turning in the rosters.

5.10 The LICENSEE agrees that it shall not discriminate against any person on the basis of race, color, religion, or gender in its use of the aforementioned facilities.

5.11 At all times the LICENSEE will follow the City's Lightning Prediction System policy.

5.12 LICENSEE shall not hang any banners at or around the FACILITY without approval of the CITY. Banners and signs are to be placed on interior athletic field fencing. Signage larger than 4' X 6' must receive prior written approval from the Director of Recreation and Cultural Arts.

5.13 The LICENSEE shall notify the CITY of any damage, vandalism, needed repairs or safety issues at their respective parks as soon as possible, not later than the next day.



5.14 In the event of any damage caused by the LICENSEE or any of its representatives, including but not limited to; employees, contractors, volunteers, program spectators, guests and participants, the LICENSEE shall be responsible for restoring the FACILITY or any other damaged area to its pre-existing condition prior to the damage.

5.15 LICENSEE agrees that it shall not make, or permit to be made any structural changes or improvements to the aforementioned FACILITY, except upon written approval of the CITY. Any changes or improvements made upon approval by the CITY shall remain as part of the FACILITY at the end of the term of this Agreement.

5.16 The LICENSEE shall immediately notify the CITY of any alcoholic beverages and/or illegal drugs known to be consumed on CITY property or in CITY facilities.

5.17 The CITY may require the LICENSEE to submit a parking and transportation plan ("PT Plan") for all programs and activities; the PT Plan, when required, shall be submitted to the Director of Recreation and Cultural Arts fifteen (15) days prior to the start of scheduled activities for approval. The CITY, at its sole discretion, may also require a PT Plan at any time during the term of this Agreement. If a PT Plan is in place, the LICENSEE shall adhere to the provisions of this section.

5.17.1 Licensee will be responsible for communicating the PT Plan to parents, participants, employees, and volunteers and will be responsible for monitoring attendance, parking, and transportation during scheduled activities.

5.17.2 Parking and parking limits at the Property will be strictly enforced by the LICENSEE; failure of the Licensee to adhere to its PT Plan and Property parking limits will result in the CITY utilizing police /staff assistance or enforcement, which may include the issuance of tickets and towing of improperly parked vehicles. LICENSEE agrees to pay all costs associated with the use of police/staff assistance to manage parking at the FACILITY.

5.17.3 LICENSEE will make all necessary schedule adjustments and use all available resources to accommodate parking including, but not limited to, staggering weekly schedules, utilizing weekends for activities, acquiring offsite parking, and carpooling as may required.

5.18 LICENSEE shall not sublease FACILITY to any other group or organization.

5.19 All activities programming provided by the LICENSEE must be covered by the LICENSEE's insurance policy and shall list the CITY as an additional insured.

5.20 LICENSEE shall have a competent supervisor on site who thoroughly understands the activities and uses of the FACILITY pursuant to this Agreement, who shall, as the LICENSEE's agent, supervise, direct, and otherwise conduct the activities and use of the property under this Agreement. LICENSEE's agents, representatives and employees shall serve the public in a courteous, helpful, and impartial manner.



5.20.1 LICENSEE agrees to monitor and reasonably control all program participants, including, but not limited to LICENSEE's staff, instructors, volunteers, program participants, guests and invitees while at the FACILITY and during any activities organized by the LICENSEE.

5.20.2 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer, staff, employee, or vendor of LICENSEE from providing services or assistance on behalf of LICENSEE pursuant to this Agreement or at the FACILITY.

5.21 LICENSEE is required to pull a special event permit for all events (other than regular season games such as but not limited to opening/closing ceremonies) that require any additional equipment being brought in to the park (such as but not limited to bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval of the Director of Recreation and Cultural Arts and must be coordinated with the City's Public Services/Parks Department.

5.22 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

ARTICLE 6

OBLIGATIONS OF THE CITY

6.1 The CITY shall provide daily maintenance of FACILITY and supply adequate utilities for the FACILITY throughout the regular season, practices, and games, subject to budgetary considerations.

6.2 The CITY shall take such action as is necessary to prevent misuse of the FACILITY and/or misconduct by participants.

6.3 The CITY will provide athletic field lighting for activities as described herein, accommodating scheduled games and practices previously approved by the Director of Recreation and Cultural Arts.

6.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use FACILITY as provided herein, when, in the reasonable determination of the City, the FACILITY (or facilities) is deemed to be unsuitable for use for any period of time. The City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

6.5 The City may, through the Director of Recreation and Cultural Arts, issue keys FACILITY to an authorized representative of the LICENSEE. Duplication of keys by the authorized representative will result in revocation of all key privileges and changing of all affected locks at LICENSEEs expense.



6.6 The CITY may limit, if necessary, the use of FACILITY to prevent overuse, misuse or abuse of facilities, subject to the CITY's sole discretion.

6.7 The CITY shall provide the LICENSEE of the contact information of the on-site CITY staff who shall provide janitorial and other daily services.

ARTICLE 7

ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

7.1 LICENSEE must be maintained as a 501 (c) (3) not for profit organization and must comply with all regulations, as may be amended, required to maintain said status. LICENSEE must provide the CITY with documentation on an annual basis demonstrating that Licensee has maintained its status as a 501 (c) (3) not for profit organization

7.2 The LICENSEE shall have a Board that consists of seventy-five percent (75%) CITY residents. In addition seventy-five percent (75%) of all Board members are required to have a child actively participating in the sport activity(ies) that is overseen by the Board. If at the time this Agreement is executed the current makeup of the Board does not meet the seventy-five percent (75%) threshold requirement for residency or child participation, the Board must only appoint Pines residents and/or parents with children actively participating in the sports activity(ies) until the thresholds are met; regardless of this statement, full compliance must be met within one (1) year of execution of this Agreement.

7.3 LICENSEE should conduct a minimum of two (2) public meetings per year to hold, at a minimum, an election of the Board of Directors and one general membership meeting for membership feedback. LICENSEE should notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at a minimum of fourteen (14) days prior to the scheduled meeting date. The LICENSEE should elect and maintain a governing Board of Directors, allowing parents of registered participants, managers, and other league volunteers to offer nominations from the floor and vote on all league officers. Official minutes should be recorded at each meeting, and a copy of these minutes should be forwarded to the Director of Recreation and Cultural Arts not later than fourteen (14) days following each meeting. The LICENSEE should advise the Program Manager in writing of the names and contact information of the Board of Directors and the dates of all meetings.

7.4 Thirty (30) days after the end of the LICENSEE fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, Tax Returns and LICENSEE 's proposed next year operating budget. In addition, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs. The CITY at its sole discretion, and at the LICENSEE's sole expense, may require a certified financial audit. The scope of such audit, if required, will be determined by the CITY. LICENSEE is also required to provide the numbers and demographics of children and adults served, number of volunteers, and financial conditions of the LICENSEE, including all revenues and expenditures, and an electronic listing of all participants, identifying by name, address, phone numbers, zip code and emergency



contact information. LICENSEE will be responsible for supplementing the list of participants upon any change to the registration lists.

7.5 Prior to the expiration date of the Agreement, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements which shall include individual financial statements for each of LICENSEE's programs, liabilities, assets, revenue, activities, officers' names and addresses, rules and regulations, by-laws, and election date(s). Such Annual Report must also provide: a schedule of use; a current certificate of insurance in accordance with the requirements of this Agreement; a schedule of all fees charged, including concession and membership fees; a verification of corporate status; a verification of tax-exempt status; a list of members of the board of directors, including names, addresses, and telephone numbers; and, a report detailing the number and types of events and attendance figures for participants, volunteers, and spectators of the previous year.

7.6 The LICENSEE shall comply with all applicable and governing provisions of the Internal Revenue Code and shall provide the Director of Recreation and Cultural Arts with a copy of all annual IRS filings. All organizations shall submit a copy of their purchasing guidelines to the Director of Recreation and Cultural Arts. It is strongly recommended that for all purchases exceeding one thousand (\$1,000), a minimum of three bids are received.

7.7 The LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches and players. A copy of the code of conduct shall be provided to the Director of Recreation and Cultural Arts. The code of conduct shall include minimum guidelines to discipline any member for a violation of the Code of Conduct.

7.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to LICENSEE's staff, instructors, volunteers, program participants, guests and invitees while at the Property and during any activities organized by the LICENSEE on the Property

7.9 LICENSEE agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other Park patrons.

7.10 LICENSEE shall not engage in any for-profit/fundraising activities that require the use of the Property, unless otherwise approved by the Director of Recreation and Cultural Arts.

7.11 LICENSEE does not have the authority to sublease a facility to any other group or organization to include but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. All activities programmed by the LICENSEE must be covered by the LICENSEE's insurance policy and list the CITY as an additional insured.

7.12 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.



7.13 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what kind of personal data is collected from registrants and what is done with that data. The privacy policy agreement shall be included in any document or website registration application that collects personal information. The sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant.

7.14 The LICENSEE is expressly prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

7.15 No board member, director or officer of LICENSEE (collectively, "member") shall, either directly or indirectly, purchase, rent, or lease any realty, goods or services for LICENSEE from any business entity of which the member or the member's immediate family is an officer, partner, director, or proprietor, or in which the member or the member's immediate family has a material interest. Immediate family is defined as someone's spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother in law, father in law, brother in law, sister in law, daughters in law, and sons in law. Adopted, half, and step members are also included in immediate family.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 The LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement. The LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, elected officials, and instrumentalities as herein provided.

8.2 Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges and immunities as set forth in §768.28, Florida Statutes.

8.3 LICENSEE shall not commence performance of this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.4 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued



by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.5 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the LICENSEE shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.6 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.7 REQUIRED INSURANCE. LICENSEE shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

8.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

8.7.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the LICENSEE engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the LICENSEE. Coverage for the LICENSEE and his subcontractor shall be in accordance



with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If LICENSEE claims to be exempt from this requirement, LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

8.7.3 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.7.4 Participants' Accidental Medical Insurance in an amount of no less than \$25,000.00.

8.7.5 When applicable, Hosted Tournament Coverage with limits of no less than \$1,000,000.00 per occurrence. Coverage must be included for both participants and spectators medical payments. The City of Pembroke Pines must be included as an Additional Insured as respects this coverage.

8.8 REQUIRED ENDORSEMENTS.

- 8.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein.
- 8.8.2 Waiver of all Rights of Subrogation against the CITY.
- 8.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY.
- 8.8.4 LICENSEES' policies shall be Primary & Non-Contributory.
- 8.8.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

8.9 LICENSEE shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein,



including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

8.11 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10

SIGNATORY AUTHORITY

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 11

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity herewith.

ARTICLE 12

BANKRUPTCY

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 13

PUBLIC RECORDS

13.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

13.1.1 Keep and maintain public records required by the CITY to perform the service;

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a



reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the CITY; and

13.1.4 Upon completion of the contract, LICENSEE shall transfer to the CITY, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

13.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 14
MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

14.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.3 **Records.** LICENSEE shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which



LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

14.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.5 No Contingent Fees. LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1020
Facsimile No. (954) 517-8408

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923



LICENSEE: Neil Charley, President
West Pines United Futbol Club, Inc.
PO Box 821443
Telephone No: 954-557-5599
Email: neil@nacfam.com

14.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.11 **Entire Agreement.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

14.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

14.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

14.14 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect FACILITY and CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

14.15 **Compliance with Statutes.** It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes.



14.16 **Independent Contractor.** This Agreement does not create an employer/employee relationship between the parties. It is the intent of the parties that LICENSEE is an independent contractor under this Agreement and not the LICENSEE employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State Unemployment Insurance Law. The LICENSEE agrees that he/she is a separate and independent enterprise from the CITY, that he/she has full opportunity to find other business, that he/she has made his/her own investment in his/her business, and that he/she will utilize a high level of skill necessary to perform the work.

14.17 **Uncontrollable Forces.** Neither CITY nor LICENSEE shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.18 **Non-Exclusive.** This Agreement is non-exclusive. The CITY shall have the right to enter into similar facility use agreements for use of the FACILITY with other vendors during the term of this Agreement.

14.19 **Counterparts and Execution.** The Agreement may be executed by electronic signature or by hand, in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____

CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

LICENSEE:

WEST PINES UNITED FUTBOL CLUB, INC.

Signed By: Neil Charley

Printed Name: Neil Charley

Title: President



EXHIBIT "A"

Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE: a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Soccer

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

Silver Lakes North Field 1 & 2:

Address: 17601 SW 2nd St., Pembroke Pines, FL 33029

Duration: January 1 - December 31

Chapel Trail Park Field 1 -4:

Address: 19351 Taft St, Pembroke Pines, FL 33029

Duration: January 1 - December 31

The use of Towngate Park Soccer/Football Field and the WCY Athletic Center Soccer/Football Field is a shared use facility. The LICENSEE agrees to accommodate requests to use this facility that come from the Recreation and Cultural Arts Director.

LICENSEE agrees that during the year the Parks Division will require two (2) months of field closures per park for rehabilitation and renovation of the fields. The shutdown periods will be coordinated by the Public Services Director or his or her designee.



Exhibit B
Rate Schedule for Rental of Fields for Tournaments

Baseball/Softball Fields	
\$15.00	Per game for games after 3:00PM on Saturday and all games on Sunday
\$13.00	Per bag of Quick Dry as needed

Soccer Fields	
\$20.00	Per Hour per Field
\$40.00	Per Hour per staff member on duty

Note: LICENSEE shall be limited to two (2) tournaments per year



Exhibit C
City of Pembroke Pines Volunteer Background Checks and Photo
Identification Badge Enforcement Policies and Procedures

Section 34.07 of the City of Pembroke Pines Code of Ordinances requires all volunteers, coaches, and individuals who have access to youth, seniors, and other vulnerable populations in all City-Operated or City-Supervised Programs, especially those hosted at a facility operated by the City, to undergo a Level 2 background screening pursuant to Section 435.04, Florida Statutes and the evaluation criteria set forth in the Ordinance. The Background Check policy applies to all volunteers, coaches, and individuals regardless of age.

The following steps must be taken to become a volunteer:

1. Contact the Pembroke Pines Recreation Department at 954-392-2130 to schedule an appointment for the screening. The LICENSEE shall be provided the forms that must be completed and brought to the appointment. At the time of the screening the Recreation Department will take a photograph of each volunteer in order to produce an identification badge pending the results of the screening. The City's Recreation and Cultural Arts Department will schedule screening sessions on-site at the parks prior to the start of each session. It is the volunteer's responsibility to ensure they successfully complete a Level 2 background screening.
2. The Pembroke Pines Police Department will notify the Recreation and Cultural Arts Department when the results of each screening is complete. The notification will indicate whether a volunteer is "Eligible" or "Not Eligible" to volunteer. The Recreation and Cultural Arts Department will then issue volunteer identification badges to each Youth League Organization for distribution to all eligible volunteers.

Policies regarding Background Checks and Photo Identification Badges:

1. All qualified volunteers, coaches, managers, and board members are required to submit a background check on an annual basis and acquire a photo identification badge. Photo identification badges expire one year from the date of issuance.
2. Photo identification badges are to be displayed at all times whenever the volunteer is serving as a volunteer and badges are not to be worn or used for any other purpose.
3. No pins, stickers, or markings are allowed to be displayed on the photo identification badge. The photo identification badge must be clearly visible to the public and should be worn between the shoulders and the waist with the photo clearly visible.
4. If a photo identification badge is lost or stolen, it is the responsibility of the volunteer to notify the Youth Organization as soon as possible to obtain a replacement badge.
5. It is the duty of every qualified volunteer to report any volunteer failing to properly display their credential to their supervisor/league, president/organization, or City representative.
6. Lending a photo identification badge to someone is not permitted at any time.
7. Volunteers shall not have more than one photo identification badge in his or her possession at any one time.



City's Enforcement of Ordinance:

The City of Pembroke Pines Department of Recreation and Cultural Arts staff in collaboration with program staff will monitor activity and randomly check all volunteers (i.e. coaches, instructors, managers, board members, and other volunteers). All Youth Leagues are required to check all volunteers and coaches prior to the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers are required to show their photo ID badge if asked by a staff member or an official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

- If a volunteer does not have his/her photo ID badge visible and fails to produce a photo ID badge if required by staff/officials: the volunteer:
 - Will be asked to provide pertinent information (name, team, sport),
 - Will be reported to the league with which they are associated or to their supervisor,
 - Will be provided a copy of the City's enforcement policy, and
 - Will not be allowed to continue to participate in program activities until an ID badge is obtained.

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.

For more information, please contact the City of Pembroke Pines:

Tom Joyce, Youth League Supervisor
(954) 392-2130
tjoyce@ppines.com