

**SECOND AMENDMENT TO FACILITY USE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND WEST PINES UNITED FUTBOL  
CLUB, INC.**

**THIS SECOND AMENDMENT TO THE AGREEMENT** is made and entered into this 30<sup>th</sup> day of ~~June~~ October, 2018, by and between:

**CITY OF PEMBROKE PINES, FLORIDA** ("CITY"), a municipal corporation organized and operating pursuant to the laws 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.**, ("LICENSEE"), a not-for-profit corporation authorized to do business in the State of Florida. CITY and WEST PINES UNITED FUTBOL CLUB, INC., hereafter collectively referred to as the "Parties".

**W I T N E S S E T H**

**WHEREAS**, on OCTOBER 1<sup>ST</sup>, 2016 the Parties entered into a one-year Facility Use Agreement ("Original Agreement") whereby the CITY granted LICENSEE a non-exclusive license for the use of CITY Property for recreational purposes; and,

**WHEREAS**, on December 19, 2017 the Parties renewed the Original Agreement for an additional one (1) year expiring on September 30<sup>th</sup>, 2018 (the "First Amendment"); and,

**WHEREAS**, the parties desire to amend Exhibit "A" to include the removal of West Pines Soccer Park Fields #3 and #4, Towngate Park Football/Soccer Field, Walter C. Young Athletic Center Football/Soccer Field, and Silver Lakes North Fields #1 and #2 while adding Chapel Trail Park Fields #1 though #4 and facilities; and,

**WHEREAS**, the Parties seek to extend the Original Agreement for an additional three (3) years expiring on SEPTEMBER 30<sup>TH</sup>, 2021; and,

**WHEREAS**, the LICENSEE agrees to contribute \$10,000.00 (TEN THOUSAND DOLLARS AND NO CENTS) annually for three (3) years for capital contributions for park improvements; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

**SECTION 2.** CITY and LICENSEE hereby agree the Agreement, shall be extended for an additional three (3) years expiring on SEPTEMBER 30<sup>TH</sup>, 2021.

**SECTION 3. Exhibit "A"** of the First Amendment entitled **Use of Property** is hereby amended as follows:

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:

**WEST PINES SOCCER PARK -- FIELDS #3 AND #4**

~~October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018~~

*Current Season through May 31<sup>st</sup>, 2018. After May 31<sup>st</sup>, 2018, the LICENSEE shall no longer be authorized to utilize this Park.*

**SILVER LAKES NORTH -- FIELDS #1 AND #2**

~~October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018~~

*Current Season through May 31<sup>st</sup>, 2018. After May 31<sup>st</sup>, 2018, the LICENSEE shall no longer be authorized to utilize this Park. If the construction on Chapel Trail Park is not complete, the LICENSEE and the CITY shall come to an agreement on the continued use of Silver Lakes North Fields 1 & 2*

**TOWNGATE PARK -- FOOTBALL/SOCCER FIELD**

~~October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018~~

*Current Season through May 31<sup>st</sup>, 2018. After May 31<sup>st</sup>, 2018, the LICENSEE shall no longer be authorized to utilize this Park. If the construction on Chapel Trail Park is not complete, the LICENSEE and the CITY shall come to an agreement on the continued use of Towngate Football/Soccer Field*

**WALTER C. YOUNG ATHLETIC CENTER -- FOOTBALL/SOCCER FIELD**

~~October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018~~

*Current Season through May 31<sup>st</sup>, 2018. After May 31<sup>st</sup>, 2018, the LICENSEE shall no longer be authorized to utilize this Park.*

CHAPEL TRAIL PARK – FIELDS #1 THROUGH #4  
*August 1<sup>st</sup>, 2018 through September 30<sup>th</sup>, 2021.*

*~~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 at least two months of field closures per park for rehabilitation and renovation of the fields. The shutdown periods will be coordinated by the Recreation and Cultural Arts Director or his or her designee.*

**SECTION 4.** The LICENSEE shall be required to pay the City an amount of \$10,000.00 (TEN THOUSAND DOLLARS AND NO CENTS) annually for three (3) years for capital improvements to be paid on OCTOBER 1<sup>st</sup> of each year.

**SECTION 6** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

**(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK)**

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

ATTEST:

  
MARLENE GRAHAM, CITY CLERK

CITY:

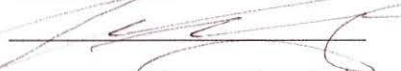
CITY OF PEMBROKE PINES, FLORIDA

BY:   
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY


WITNESSES:

  
Viviana Castillo  
Print Name

  
Aurillean  
Print Name

  
Urlande Guillaume  
Print Name

LICENSEE:

WEST PINES UNITED FUTBOL CLUB, INC.  
BY: 

PRINT NAME: BRIAN TUFFIN  
TITLE: PRESIDENT

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

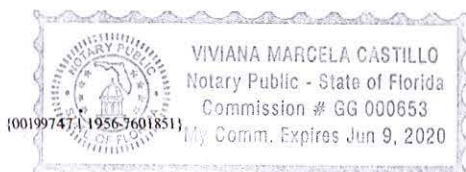
ON THIS 30 day of June, 2018, before me, the undersigned notary public, personally appeared James B. Tuffin, as licensee of WEST PINES UNITED FUTBOL CLUB, INC., personally known to me or who has produced FL Driver's License as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said corporation and that (s)he was duly authorized to do so.

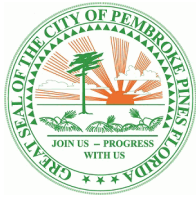
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30 day of June, 2018.

My Commission Expires: June, 9, 2020

  
NOTARY PUBLIC

Viviana Castillo  
Print or Type Name





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 15.**

**File ID:** 18-0088

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/14/2018

**Short Title:** Pasadena Park

**Final Action:** 02/21/2018

**Title:** (A) MOTION TO APPROVE AN AMENDMENT TO THE FACILITY USE AGREEMENT WITH THE OPTIMIST CLUB OF WEST PEMBROKE PINES TO ALLOW FOR THE USE OF PASADENA PARK FOR FOOTBALL, RUGBY, AND LACROSSE AND THE USE OF WALTER C. YOUNG FIELD FOR FOOTBALL PRACTICE AND REMOVING THE USE OF CHAPEL TRAIL PARK AND SILVER TRAIL MIDDLE FROM THE AGREEMENT AND EXTENDING THE AGREEMENT FOR AN ADDITIONAL ONE YEAR PERIOD EXPIRING ON SEPTEMBER 30, 2019

(B) MOTION TO APPROVE AN AMENDMENT TO THE FACILITY USE AGREEMENT WITH WEST PINES UNITED FUTBOL TO ALLOW FOR THE USE OF CHAPEL TRAIL PARK FOR TRAVEL SOCCER AND REMOVE THE USE OF SILVER LAKES NORTH, WEST PINES SOCCER PARK, TOWNGATE PARK, AND WALTER C. YOUNG FROM THE AGREEMENT AND EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE YEAR PERIOD EXPIRING ON SEPTEMBER 30, 2021 AND REQUIRING AN ANNUAL CAPITAL CONTRIBUTION IN THE AMOUNT OF \$10,000 PER YEAR FOR THE NEXT THREE YEARS TO BE PAID ON OCTOBER 1 OF EACH YEAR.

**\*Agenda Date:** 02/21/2018

**Agenda Number:** 15.

### Internal Notes:

**Attachments:** 1. Draft West Pembroke Pines Optimist Second Amendment, 2. Draft West Pines United Second Amendment, 3. West Pembroke Pines Optimist Original Agreement, 4. West Pembroke Pines Optimist First Amendment, 5. West Pines United Original Agreement, 6. West Pines United First Amendment

1 City Commission 02/21/2018 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

(A) MOTION TO APPROVE AN AMENDMENT TO THE FACILITY USE AGREEMENT WITH THE OPTIMIST CLUB OF WEST PEMBROKE PINES TO ALLOW FOR THE USE OF

PASADENA PARK FOR FOOTBALL, RUGBY, AND LACROSSE AND THE USE OF WALTER C. YOUNG FIELD FOR FOOTBALL PRACTICE AND REMOVING THE USE OF CHAPEL TRAIL PARK AND SILVER TRAIL MIDDLE FROM THE AGREEMENT AND EXTENDING THE AGREEMENT FOR AN ADDITIONAL ONE YEAR PERIOD EXPIRING ON SEPTEMBER 30, 2019

(B) MOTION TO APPROVE AN AMENDMENT TO THE FACILITY USE AGREEMENT WITH WEST PINES UNITED FUTBOL TO ALLOW FOR THE USE OF CHAPEL TRAIL PARK FOR TRAVEL SOCCER AND REMOVE THE USE OF SILVER LAKES NORTH, WEST PINES SOCCER PARK, TOWNGATE PARK, AND WALTER C. YOUNG FROM THE AGREEMENT AND EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE YEAR PERIOD EXPIRING ON SEPTEMBER 30, 2021 AND REQUIRING AN ANNUAL CAPITAL CONTRIBUTION IN THE AMOUNT OF \$10,000 PER YEAR FOR THE NEXT THREE YEARS TO BE PAID ON OCTOBER 1 OF EACH YEAR.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City currently has Facility Use Agreements with the Optimist Club of West Pembroke Pines (WPPO) and the West Pines United Futbol Club (WPU). The agreements are set to expire on September 30, 2018. Below is a summary of the park usage and youth sports associated with each agreement.

A. Optimist Club of West Pembroke Pines currently offers the following sports:

1. Tackle Football
2. Cheerleading
3. Flag Football
4. Miracle League
5. Track & Field
6. Lacrosse
7. Rugby
8. Recreation Baseball
9. Travel Baseball

These sports are offered at the following City parks

1. Price Park Miracle Field
2. Chapel Trail Park Fields 1-4
3. Pembroke Shores Park Fields 1-8
4. Silver Trail Middle School Field
5. Flanagan High School Stadium

The agreement currently calls for the organization to pay the City fees as follows:

Registration Fees for City Residents - \$5.00 per participant  
Registration Fees for Non-Residents - \$35.00 per participant  
Participant Fees for Non-Residents - \$65.00 per participant

B. The West Pines United Futbol Agreement currently offers the following sports:



1. Travel Soccer

This sport is offered at the following City parks

1. West Pines Soccer Park Field 3 & 4
2. Silver Lakes North Field 1 & 2
3. Towngate Park - Football/Soccer Field
4. Walter C. Young - Football/Soccer Field

The agreement currently calls for the organization to pay the City fees as follows:

Registration Fees for City Residents - \$5.00 per participant

Registration Fees for Non-Residents - \$35.00 per participant

Participant Fees for Non-Residents - \$65.00 per participant

The club currently pays \$50,000 per year as a field rental.

2. Pasadena Park is currently not assigned to a youth sports organization. On August 2, 2017 the City terminated the agreement with Pasadena Walnut Creek Optimist (PWCO). The PWCO organization conducted a travel and recreation baseball program out of Pasadena Park and Walnut Creek Park. Administration has been working on determining a best use for Pasadena Park since the agreement with PWCO was terminated. Walnut Creek Park is currently being used by Pembroke Lakes Optimist (PLO) for the spring baseball season. Any future use of Walnut Creek Park will be decided by Administration in the next few months.

3. For a few months the Recreation and Cultural Arts Director has been in discussions with WPPO, WPU, and the City's Soccer Coordinator about transferring the assignment of the parks to consolidate the number of parks assigned to each program and organization. Currently the WPU travel soccer program is spread out over four parks. The decentralized system of scheduling field usage has presented some difficulties to the City and WPU leadership regarding unauthorized use and overuse of the four parks. The travel soccer program has approximately 600 kids. The WPPO organization has repeatedly requested additional field space for their successful rugby program and field space to expand their lacrosse clinics into a regular season sport. Currently there is no additional field space available for this request. The City Recreational Soccer program is also spread out over two parks because two of the fields at West Pines Soccer Park are assigned to the WPU travel program. The idea was to consolidate the two soccer programs to one park for each program. The City's Recreation Soccer program would get all six fields and exclusive use of West Pines Soccer Park and the WPU travel soccer program would get all four fields and exclusive use of Chapel Trail Park. The Director approached WPPO about possibly moving their football program to free up Chapel Trail Park for the travel soccer program. WPPO requested the use of Pasadena Park to move their football, cheerleading, rugby, and lacrosse programs; thus vacating the use of Chapel Trail Park and Silver Trail Middle School. Their request also included utilizing Walter C. Young for football and cheerleading practices.

4. How the move may affect the City's Recreation Programs

Youth Tackle Football

Currently the City has two youth tackle football programs. Pembroke Pines Optimist (PPO) runs a program out of Pines Recreation (East) and WPPO has a program (West). Both organizations belong to the American Youth Football League (AYFL). Moving the WPPO program to Pasadena Park brings the WPPO program to the east side of the City and close to the PPO Program being offered out of Pines Recreation. The Director of Recreation and Cultural Arts discussed WPPO's request with the Football Commissioner for PPO, who also happens to be the President of the AYFL, and the concern that the move may negatively affect PPO's football program and participation. The PPO organization does not see any problems with having WPPO football move to Pasadena Park. In addition from a league standpoint, the AYFL President does not think the move will have an impact on the league. When WPPO was asked about the effect on the residents that live out west and participate in the tackle football program, the WPPO Football Commissioner stated that he discussed this move with all his parents and they welcomed the move to Pasadena and having practices at Walter C. Young.

#### Travel Soccer

Soccer coaches and players are continuously looking for ways to get in additional practices. The City staff and the WPU leadership do an excellent job coordinating the field usage and managing unauthorized use, however it remains difficult sometimes for staff to regulate which teams are supposed to be on which fields. Having a single park authorized to travel soccer will greatly increase the staff and the WPU leadership's ability to consolidate their schedules and regulate unauthorized use of the fields. In addition, having the program at one park allows the club to provide better customer service to their program participants.

#### Recreational Soccer

The City's successful Recreational Soccer program would greatly benefit from having a single park to operate the program. Currently many parents are split between two parks for games and practices depending on how many kids they have in the program and the various age groups. In addition while the City staff assigned to West Pines Soccer Park oversees WPU's use of the two fields assigned to the club, staff does not know the coaches, parents, or kids that are registered with the program. Having those relationships with the people coming to the park allows staff to provide better customer service to our residents.

#### Other Recreation Programs

The consolidation of the parks will allow rugby and lacrosse to have field space at Pasadena to continue to expand their programs. In addition the use of Silver Lakes North soccer fields and Towngate football/soccer fields will open up the City's ability to expand the adult soccer league, provide some additional space for residents to play soccer with their family, and allow staff to develop some additional programming for our residents.

#### 5. Cost

#### Upgrades/Conversion of Pasadena Park \$185,000



Pasadena Park will require the following repairs and upgrades to get the park ready for football. The current budget has funds allocated to the renovation of this park.

A. \$145,000 for Field Renovations: Work includes removing batting cages, removing baseball clay areas and replacing with soil and grass, installing goal posts, fencing in the game field, expanding the sidewalk, replacing the scoreboard.

B. \$40,000 for Building Renovations: Work includes renovations to the announcer booth, installation of a new sound system, renovate the floor in the main meeting room, replacing the roof on the shed, and fresh paint.

#### Upgrades/Conversion of Chapel Trail Park \$50,000

Chapel Trail Park will require the following field work to ensure maximum field space for the travel soccer program.

A. \$15,000 to convert approximately 7,000 square feet of a drainage area between fields 1 & 2 drainage into a playable area

B. \$35,000 to convert approximately 21,000 square feet to the north of field 4 into a playable area

The WPU organization has committed to investing in the park and has offered to give the City \$10,000 a year over the next three years as a contribution to the park renovations. This is in addition to investing in their program with equipment and other program amenities that go along with moving to a new park.

6. The Administration and the Recreation and Cultural Arts Director recommend the approval of this item. The consolidation of the programs and park use will be a benefit to the City's resources and the residents ability to enjoy the City's parks and programs

7. Request Commission approve the amendment to the Facility Use Agreement with the Optimist Club of West Pembroke Pines to allow for the use of Pasadena Park for football, rugby, and lacrosse and the use of Walter C. Young field for football practice and remove the use of Chapel Trail Park and Silver Trail Middle from the Agreement; in addition approve the amendment to the Facility Use Agreement with the West Pines United Futbol Club to allow for the use of Chapel Trail Park for travel soccer and remove the use of Silver Lakes North, West Pines Soccer Park, Towngate Park, and Walter C. Young from the Agreement.

#### **FINANCIAL IMPACT DETAIL:**

a) **Initial Cost:** \$235,000 for field renovations and improvements

b) **Amount budgeted for this item in Account No:** Funds are budgeted for this work in 1-572-7001-46150 R&M

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,000	\$10,000	\$10,000	\$0	\$0
Expenditures	\$235,000	\$0	\$0	\$0	\$0
Net Cost	(\$225,000)	\$10,000	\$10,000	\$0	\$0

**e) Detail of additional staff requirements: None**

**FIRST AMENDMENT TO FACILITY USE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND WEST PINES UNITED FUTBOL  
CLUB, INC.**

**THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into this 79<sup>th</sup> day of ~~November~~ December, 2017, by and between:

**CITY OF PEMBROKE PINES, FLORIDA** ("CITY"), a municipal corporation organized and operating pursuant to the laws 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.**, ("LICENSEE"), a not-for-profit corporation authorized to do business in the State of Florida. CITY and WEST PINES UNITED FUTBOL CLUB, INC., hereafter collectively referred to as the "Parties".

**W I T N E S S E T H**

**WHEREAS**, on OCTOBER 1<sup>ST</sup>, 2016 the Parties entered into a one-year Facility Use Agreement ("Original Agreement") whereby the CITY granted LICENSEE a non-exclusive license for the use of CITY Property for recreational purposes; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year up to and including SEPTEMBER 30<sup>TH</sup>, 2018 (the "First Amendment").

**WHEREAS**, the CITY requires that LICENSEE comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under the First Amendment.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

**SECTION 2.** CITY and LICENSEE hereby agree the Original Agreement, shall be renewed for an additional one (1) year, up to and including SEPTEMBER 30<sup>TH</sup>, 2018.

**SECTION 3.** LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the

LICENSEE's use of the Property under this Amendment. LICENSEE is required to comply with the background requirements and adhere to another background check under First Amendment even if it complied under the term of the Original Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

**SECTION 4. Exhibit "A"** of the Original Agreement entitled **Use of Property** is hereby amended as follows:

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:

**WEST PINES SOCCER PARK – FIELDS #3 AND #4**  
*October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018*

**SILVER LAKES NORTH – FIELDS #1 AND #2**  
*October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018*

**TOWNGATE PARK – FOOTBALL/SOCCER FIELD**  
*October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018*

**WALTER C. YOUNG ATHLETIC CENTER – FOOTBALL/SOCCER FIELD**  
*October 1<sup>st</sup>, 2017 through September 30<sup>th</sup>, 2018*

*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 months of field closures per park for rehabilitation and renovation of the fields. The shutdown periods will be coordinated by the Recreation and Cultural Arts Director or his or her designee.*

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

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

ATTEST:

MARLENE GRAHAM, CITY CLERK

CITY:

CITY OF PEMBROKE PINES, FLORIDA

BY:

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



WITNESSES:

Print Name

Print Name

LICENSEE:

WEST PINES UNITED FUTBOL CLUB, INC.

BY:

PRINT NAME:

TITLE:

BY:

PRINT NAME:

TITLE:

STATE OF FLORIDA

COUNTY OF BROWARD

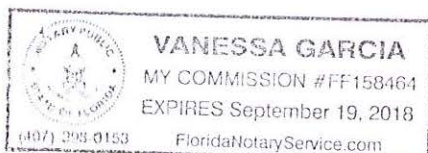
ON THIS 3rd day of Nov., 2017, before me, the undersigned notary public, personally appeared Brian Tuffin, as President of WEST PINES UNITED FUTBOL CLUB, INC., personally known to me or who has produced FLID as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said corporation and that (s)he was duly authorized to do so.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 3 day of Nov., 2017.

My Commission Expires:

NOTARY PUBLIC

Print or Type Name



## AGREEMENT CHECKLIST FORM

AGREEMENT TOPIC	WEST PINES UNITED FUTBOL CLUB, INC. - FACILITY USE AGREEMENT
DATE OF AGREEMENT	2/22/2017
DATE OF EXPIRATION	
COMMISSION MINUTES PERTAINING TO AGREEMENT	
ORIGINAL SIGNATURE	YES
MICROFILMED	
AGREEMENT NUMBER	2299/17
SPECIAL CONDITIONS / REQUIREMENTS OF AGREEMENT	





cf

CITY CLERK'S OFFICE  
CITY OF PEMBROKE PINES  
**AGREEMENT COVER MEMORANDUM**

17 FEB 14 AM 9:46

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Kelly Goldstein, Recreation	<b>Date:</b>	2/7/2017
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Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.

<b>Company:</b>	West Pines United Futbol Club, Inc.
<b>Contract Purpose:</b>	Facility Use Agreement for various parks in Pembroke Pines
<b>Contract Description:</b>	To allow West Pines United Futbol Club to hold youth soccer at various Pembroke Pines Parks

<b>Contract Group:</b>	Facility Use Agreement	<b>Effective Date:</b>	01/01/2017
<b>Agreement Type:</b>	Master	<b>Expiration Date:</b>	09/30/2017
<b>Contract Type:</b>	Revenue	<b>Renewal Options:</b>	
<b>Location:</b>	City Clerk's Office (Routing),	<b>Notice Period:</b>	120
<b>Contract Value:</b>	\$5.00 resident registration, \$35 non-resident registration, \$65 non-resident fee	<b>Notice Date:</b>	05/31/2017
<b>Contract Value Description:</b>	The Contract Value is comprised of a payment of \$5.00 resident registration, \$35 non-resident registration and \$65 non-resident fee		

<b>Department:</b>	Recreation & Cultural Arts	<b>Approved by Commission:</b>	Passed
<b>Procurement Method:</b>	Renewal Agreement	<b>Commission Date (if Approved or Pending):</b>	12/14/2016
<b>Procurement Summary:</b>	Agenda Item 16-0403	<b>For Commission Review:</b>	Yes
<b>Account Coding(s):</b>	1-347225-7001 1-347565-7001	<b>Reason For Commission Review:</b>	Other
		<b>Insurance Required:</b>	Yes,
		<b>Bonds Required:</b>	N/A,
<b>Additional Notes:</b>	None		



**Attachments**

**(2) Originals, Signed/Notarized/Witnessed by Vendor**

- Exhibit A – Use of Property
- Exhibit B – Rate Schedule for Tournaments
- Exhibit C – Pembroke Pines Background Check Policies & Procedures
- Certificate of Liability Insurance
- Commission Approval



**CITY OF PEMBROKE PINES  
LICENSEE  
FACILITY USE AGREEMENT**

THIS IS AN AGREEMENT, dated the 21<sup>ST</sup> day of February 2017, ~~January~~, 2016, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

**WEST PINES UNITED FUTBOL CLUB, INC.**, a not-for-profit corporation authorized to do business in the State of Florida, with a business address of P.O. Box 821443, Pembroke Pines, FL 33082, hereinafter referred to as "LICENSEE".

**WHEREAS**, the CITY owns and/or operates and maintains certain athletic fields and buildings within the city intended for recreational purposes and,

**WHEREAS**, The CITY desires to enter into a written agreement with LICENSEE to use certain athletic fields and buildings for recreational purposes as set forth herein for the use and benefit of both residents and non-residents of the CITY, and,

**WITNESSETH:**

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

**ARTICLE 1  
PREAMBLE**

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 OCT 1, 2016 and terminate on September 30, 2017.

2.2 The Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.



2.3 *Termination for Convenience:* This Agreement may be terminated for convenience by the CITY with the approval of the City Commission. CITY shall give LICENSEE forty five (45) days advance notice of the City Commission meeting at which such request for termination shall be determined.

2.4 *Default by LICENSEE:* 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 thirty (30) days after receipt by LICENSEE of written notice of such neglect or failure.

### **ARTICLE 3**

#### **USE OF PROPERTY**

3.1 The CITY agrees to allow the LICENSEE a non-exclusive license for the limited use of the "Property" as defined in Exhibit "A". Use of the Property for any other activity(ies) is subject to prior written approval of the City Manager or his or her designee. Approval shall be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days in advance of the date scheduled for the event.

3.2 The parties agree that special events sponsored by the CITY's Department of Recreation and Cultural Arts shall have first priority for use of Property. The Recreation and Cultural Arts Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events.

### **ARTICLE 4**

#### **OBLIGATIONS OF THE LICENSEE**

4.1 The LICENSEE shall abide by the following participant ratios:

Travel/Competition Leagues – All Players Collectively: 51% Residents

4.2 LICENSEE shall limit registration to 750 participants per season and LICENSEE will not be provided any additional facilities by the 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).

4.3 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.

4.4 The LICENSEE 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 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

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

4.7 The LICENSEE agrees that it shall not make, or permit to be made any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements approved by the City shall remain as part of the facility and the property of the CITY at the end of the term of this agreement.

4.8 LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under this Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

4.9 LICENSEE must require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to wear an official City of Pembroke Pines Volunteer Identification Card while on the Property. Failure to wear the identification card while in direct contact with Program participants, guests or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. 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".



4.10 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. 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.

- 4.10.1 The LICENSEE must 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).
- 4.10.2 LICENSEE shall provide revisions to the calendar to the Director of Recreation and Cultural Arts pursuant to Section 6.8
- 4.10.3 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.
- 4.10.4 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".

4.11 The CITY will require field shut down periods during the year for field restoration and renovation. The shut down periods are detailed 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.

4.12 *City Fees:* The City requires the LICENSEE to collect the following fees from all participants for every season:

Registration Fees City Residents:	\$5.00 per participant
Registration Fees Non City Residents:	\$35.00 per participant
Participation Non-Resident Fee	\$65.00 per participant



All City fees 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.

4.13 LICENSEE shall be required to pay the City a "Flat Rate" of \$50,000 (FIFTY THOUSAND DOLLARS AND NO CENTS) annually for the usage of the City's property as detailed in Exhibit "A". The Flat Rate shall not include the costs to provide support for tournaments. Tournament Rates are defined in Exhibit "B".

4.14 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.

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

4.16 LICENSEEs shall not hang any banners on any park perimeter fencing without approval of the Director of Recreation and Cultural Arts. 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.

4.17 The LICENSEE shall notify the Recreation and Cultural Arts Department of any damage, vandalism, needed repairs or safety issues at their respective parks as soon as possible, not later than the next day.

4.18 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 Property or any other damaged area to its pre-existing condition prior to the damage

4.19 The LICENSEE shall immediately notify the Recreation and Cultural Arts Department of any alcoholic beverages and/or illegal drugs known to be consumed on City property or in City facilities.





4.20 Licensee must develop a parking and transportation plan ("PT Plan") for all programs and activities and must submit the PT Plan to the Director of Recreation and Cultural Arts fifteen (15) days prior to the start of scheduled activities for approval.

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

4.20.2 Parking and parking limits at the Property will be strictly enforced by the CITY; 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 Property.

4.20.3 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.

4.21 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.

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

## **ARTICLE 5**

### **OBLIGATIONS OF THE CITY**

5.1 The City shall provide daily maintenance of the facilities and shall supply adequate utilities for the facilities throughout the regular season, practices, and games, subject to budgetary considerations.



5.2 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

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

5.4 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 a facility as provided herein, when, in the reasonable determination of the City, a 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

5.5 The City may, through the Director of Recreation and Cultural Arts, issue keys to a City recreation 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.

## **ARTICLE 6**

### **ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE**

6.1 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

6.2 The LICENSEE shall have a Board that consists of 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 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.

6.3 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. During one or both of the public meetings, 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 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.

6.4 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 (2) 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.

6.5 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, as required by Article 7 of the 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.

6.6 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 \$1,000, a minimum of three bids are received.

6.7 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.

6.8 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.

6.9 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

6.10 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.

6.11 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.

6.12 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.

6.13 LICENSEE shall have a supervisor on site who thoroughly understands the activities and uses of the Property 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.

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

6.15 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.

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

6.17 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 7**

### **INDEMNIFICATION AND INSURANCE**

7.1 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 by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. 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 and instrumentalities as herein provided.

7.2 LICENSEE shall not commence work under 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.

7.3 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.

7.4 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.

7.5 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.

## 7.6 REQUIRED INSURANCE

7.6.1 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 contract.

Policy shall not have an exclusion for athletic participant injury.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

7.6.2 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.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.6.6 Participants' Accidental Medical Insurance in an amount of no less than \$25,000.

7.6.7 When applicable, Hosted Tournament Coverage with limits of no less than \$1,000,000 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.

## 7.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 LICENSEES' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

7.8 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.

7.9 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.

7.10 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 8**  
**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 9**  
**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 10**  
**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 11**  
**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 12**  
**PUBLIC RECORDS**

12.1 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:

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

12.1.2 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;

12.1.3 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



12.1.4 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Section 2.4.

**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  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 13  
MISCELLANEOUS**

13.1 **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.

13.2 **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.

13.3 **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.



13.4 **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.

13.5 **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.

13.6 **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  
                  10100 Pines Boulevard  
                  Pembroke Pines, Florida 33025  
                  Telephone No.        (954) 450-1040  
                  Facsimile No.        (954) 517-8400

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) 771-4500  
                  Facsimile No.        (954) 771-4923

LICENSEE      Brian Tuffin, President  
                  West Pines United Futbol Club, Inc.  
                  PO Box 821443  
                  Telephone No:        954-552-0545



E-Mail

[brian@btuffcapitalventures.com](mailto:brian@btuffcapitalventures.com)

13.7 **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.

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

13.9 **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.

13.10 **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.

13.11 **Entire Agreement and Conflicts:** 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. In the event of a conflict between this Agreement, the RFP and the LICENSEE's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

13.12 **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.

13.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **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.

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

13.16 **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, which provides for the screening of individuals who are vendors or LICENSEES with a Florida public school or district.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

MARLENE D. GRAHAM,  
CITY CLERK

2/27/17

CITY

BY:

CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

Witnesses:

Vanessa Garcia

Print Name

Austin Gray

Print Name

STATE OF Florida

COUNTY OF Broward ) ss:

LICENSEE

WEST PINES UNITED  
FUTBOL CLUB, INC.

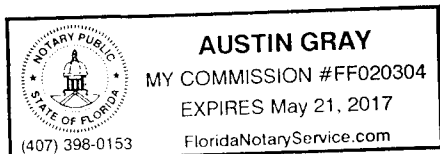
BY:

Print Name: BRIAN TUFFIN

Title: PRESIDENT

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Tuffin as President of WEST PINES UNITED FUTBOL CLUB, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of WEST PINES UNITED FUTBOL CLUB, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30<sup>th</sup> day of JANUARY, 2017



NOTARY PUBLIC

Austin Gray

(Name of Notary Typed, Printed or Stamped)



## **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:

**West Pines Soccer Park Field 3 & 4:**

January 1, 2017 – December 31, 2017

**Silver Lakes North Field 1 & 2:**

January 1, 2017 – December 31, 2017

**Towngate Park Soccer/Football Field:**

January 1, 2017 – December 31, 2017

**WCY Athletic Center Soccer/Football Field:**

January 1, 2017 – December 31, 2017

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 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**

<b><u>Baseball/Softball Fields</u></b>	
\$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

<b><u>Soccer Fields</u></b>	
\$20.00	Per Hour per Field
\$40.00	Per Hour per staff member on duty

Note: LICENSEE shall be limited to two 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 others who have access to youth, seniors, and other vulnerable populations in all City-Operated or City-Supervised Programs to undergo a Level 2 background screening pursuant to Section 435.04 of the Florida Statutes and evaluation criteria set forth in the ordinance. The Background Check policy applies to all volunteers regardless of age.

The following steps must be taken to become a volunteer:

- 1.) Contact the Professional Standards Division of the Pembroke Pines Police Department at 954-431-2705 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 Police 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 season. 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 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 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 requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the league they are associated with or to their supervisor, the volunteer will be provided a copy of the City's enforcement policy, and the volunteer 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M. E. Wilson Co., Inc.  300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	<b>CONTACT NAME:</b> Amber Richards <b>PHONE (A/C, No, Ext):</b> 813-349-2220 <b>FAX (A/C, No):</b> 813-229-2795 <b>E-MAIL ADDRESS:</b> arichards@mewilson.com
<b>INSURED</b> Florida Youth Soccer Assn Inc.  2828 Lake Myrtle Park Road Auburndale, FL 33823		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SCOTTSDALE INS CO INSURER B: NATIONAL CAS CO INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 48237148

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal Liab <input checked="" type="checkbox"/> Sexual Abuse & Moles. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			1LKRS00000063739-00	06/01/16	06/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6LKK00000063740-00	06/01/16	06/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			1LXKS00000063742-00	06/01/16	06/01/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Medical Expense Limit			6ASPX00000275662-00	06/01/16	06/01/17	Max Per Claim 50,000 Ded Per Claim 2,080

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and supervised activities of FYSA. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED if required by direct written contract. This certificate is issued on behalf of: WEST PINES UNITED FC

Fields Utilized for West Pines Kick Off Tournament.

\*Sexual Abuse & Molestation is included under the Gen Liab Policy with a separate limit of \$2M AGG/\$1M OCC.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines  350 SW 196th Ave.  Pembroke Pines, FL 33029  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 36.**

**File Number:** 16-0488

**File Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:** Parks and Recreation  
Director

**Initial Cost:**

**Introduced:** 12/07/2016

**File Name:** West Pines United Facility Use Agreement

**Final Action:** 12/14/2016

**Title:** MOTION TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE WEST PINES UNITED FUTBOL CLUB, INC. AND THE CITY OF PEMBROKE PINES.

**Notes:**

**Attachments:** 1. Facility Use Agreement West Pines United Futbol

**Agenda Date:** 12/14/2016

**Agenda Number:** 36.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	12/14/2016	approve				Pass

## **SUMMARY EXPLANATION AND BACKGROUND:**

1. West Pines United Futbol Club (WPU) provides a travel soccer program in the City of Pembroke Pines. The City currently has an agreement in place with WPU to for the use of two fields at West Pines Soccer Park, one field at Walter C. Young, three fields at Silver Lakes North, and one field at Towngate Park.
2. There is an item on this agenda requesting the City Commission terminate the existing agreement with WPU. If approved, the Administration is requesting the approval of a new revised Facility Use Agreement.
3. This revised Facility Use Agreement was originally presented to the City Commission on October 19, 2016. When originally presented, it was suggested that all seven Youth Organizations sign the same agreement. The discussion from the October 19, 2016 Commission meeting resulted in Administration tailoring each agreement to each Youth Organization. The uniqueness of the agreement for WPU is as follows:
  - a) This club is not required to have a recreational program
  - b) This club is required to pay a field rental flat rate of \$50,000 annually for the use of the City's property
  - c) This club is allowed to pay their coaches, managers and volunteers.
  - d) This club must maintain a 51% resident ratio
4. The attached agreement shows the changes that have been made by Administration since the October 19, 2016 meeting. The agreement has been reviewed by WPU and they have agreed to the draft being presented to Commission.
5. Request Commission approve the attached Facility Use Agreement between the West Pines United Futbol Club, Inc. and the City of Pembroke Pines.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

## **FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** Revenue: \$50,000 in field rental fees and \$36,795 in participation fees (Based on 2016 participation)
- b) **Amount budgeted for this item in Account No:** \$50,000 1-362035-7001 Field rentals; \$13,980 1-347225-7001 Youth Athletic Program; \$22,815 1-347565-7001 Athletic fees-non resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable