

Meeting Date: 8/10/2010



Agenda Item # 8-C

CITY COUNCIL AGENDA ITEM

Contact Name: John Davis
Department/Contact # 775-5454

Department Director: _____
City Manager: _____

- Type of Item:
- Public Hearing
 - Ordinance First Reading
 - Ordinance Second Reading
 - Resolution
 - Discussion & Action
 - Council Approval

Subject: Use of Senez field at Valentine Park

BACKGROUND: The Volusia Titans, an AAU football team, has requested the use of Senez Field at Valentine Park for practice and games. Senez field has been utilized in the past for organized sports activities by various groups including the Orange City Knights Pop Warner football team. In accordance with Parks and Leisure policy, an agreement outlining the terms and conditions of use are required between the league and the City. The agreement with the Volusia Titans AAU Football League is similar to the agreement the City has with Orange City Little League for the use of baseball fields at Valentine Park. The agreement specifies times of usage, maintenance responsibilities, insurance requirements, scheduling, registrations, etc. Additionally, the Titans would like to place a storage container at the field to store materials and equipment with the understanding that the City will not assume any responsibility or liability for loss or damage to the container or its contents.

RECOMMENDATIONS: Staff recommends that Council authorize the City Manager to execute an agreement with the Volusia Titans AAU Football League for the use of Senez Field at Valentine Park.

ATTACHMENTS: Agreement for the use of Certain Facilities Located within Valentine Park owned by the City of Orange City

FINANCIAL IMPACT: No additional impact is expected as staff currently provides maintenance services to this facility

Reviewed by City Attorney _____
Reviewed by Finance Dept. _____
Reviewed by: _____

1st Discussion Date: 8/10/2010	2nd Discussion Date: Click here to enter a date.	Third Discussion Date: Click here to enter a date.	Other Dates: Click here to enter a date.
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AN AGREEMENT FOR THE USE OF CERTAIN FACILITIES LOCATED WITHIN VALENTINE PARK OWNED BY THE CITY OF ORANGE CITY

Whereas, the **Volusia Titans AAU Football League**, a not for profit Florida corporation, desires to use facilities owned by the City of Orange City, and

Whereas, the City of Orange City is agreeable to allowing said corporation to use Orange City facilities as described hereinafter, and

Whereas, it is desirable that the duties and responsibilities of the parties be set forth in a written agreement, and

Whereas, both parties hereto agree that the services and instruction rendered by **Volusia Titans AAU Football League**, on the land and facilities provided by the City as described hereinafter are for the good and betterment of the community and in the best interest of the public;

Now therefore, the City of Orange City, Volusia County, Florida, hereinafter referred to as the "City" and the **Volusia Titans AAU Football League**, hereinafter referred to as the "**Football League**" agree as follows:

1. For and in consideration of the covenants herein contained, the City does hereby agree to allow the use of certain City recreation facilities by the Football League, to wit: the use of **Valentine Park Senez Field**, known as the "**football field**": pursuant to the terms and provisions hereinafter.

2. This Valentine Park ball field shall be available to the Football League for all its regular season games and practices as approved by the City per schedules submitted by the Football League to the City in advance. Any added games due to rain, etc. will also need City approval. The Football League will have first option for use of the specified field during top team and all star play. The City acknowledges that there may be occasion that a minimum of one hour notification is all that is possible during top team and all star play, however this shall be the exception – not the norm.

3. The properties described in Paragraph 1 herein shall be available to the Football League as follows:

a. Football League will submit a schedule of registration times, fees and registration requirements to the City no later than thirty (30) days prior to the first

scheduled open range of registration date. Which when approved by the City will not be modified without thirty (30) days notice to both parties or as mutually agreed upon.

b. During the primary season ("primary fall season" being described as commencing each **August 1st** and ceasing each **December 31th**) the Football League shall have the use of the facilities described in Paragraph 1. Said usage to be determined by the City after the Football League submits a schedule of games and practices. The Football League will provide the City with a schedule of all uses at least two (2) weeks prior to implementation with the understanding that due to happenings beyond the Football League's control, there may be additional games other than those scheduled during top team or all stars. The City acknowledges that there may be occasion that a minimum of one hour notification is all that is possible during top team and all star play, however this shall be the exception – not the norm. The city will review and verify/modify the proposed schedule requests as necessary and will respond to the Football League a maximum of seven (7) days after receipt. At all times, scheduling for the use of the field will be in the sole discretion of Leisure Services. No other entity shall use the Football League equipment or fixtures supplied by the Football League without its permission.

c. During the secondary season ("secondary season or "spring ball" described as commencing each **February 1st** and ending each **May 31st**) the League will have the same rights and responsibilities as provided heretofore in section 3(a & b).

4. This agreement shall extend from **August 1st, 2010 to July 31st, 2011**. This use agreement may be renewed by the Football League for one (1) additional one (1) year term provided its compliance with the conditions described hereinafter. Either party may cancel the agreement at will and in its sole discretion upon thirty (30) days written notice to the other party. Renewal of this agreement shall be conditional upon the following terms:

a. That a request for renewal by the Football League shall be made in writing to the City at least 90 days prior to the expiration of this agreement.

b. The Football League shall furnish to the City the following information at least 90 days prior to the expiration of this agreement:

1. A financial report or a copy of the Football League's annual report covering the prior period of the agreement, including all expenditures of the Football League on the facilities covered by this agreement.

2. An accurate accounting of all Football League participants' residential base for the prior agreement period (i.e. Orange City, unincorporated Volusia County, and/or other municipalities, et al.).

3. A statement of the achievement(s) of the Football League in relation to its goals set forth for the past term of the agreement.

4. A statement describing the goals set for the renewal term and how they are proposed to be accomplished.

c. The City shall have access to all buildings and facilities subject to this agreement.

d. The City reserves the right to inspect the facilities at random and the City's determination as to the condition of the facilities will be final.

e. Compliance with all terms of this agreement.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Football League agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement; providing that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Football League, Football League subcontractor(s), or anyone directly or indirectly employed or hired by the Football League or anyone for whose acts the Football League may be liable, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, OR A PARTY INDEMNIFIED HEREUNDER. The City reserves the right, but not the obligation, to participate in defense without relieving the Football League of any obligation hereunder.

6. The City agrees to:

a. Maintain the playing field in accordance with **AAU Football League** standards and by what is deemed appropriate by the City, this may include but not be limited to mowing, fertilizing, pesticide and irrigation.

b. Provide a written response to any written requests from the Football League regarding ball field or facilities maintenance within one week from receipt of document. Exclusive of emergency situations which shall be immediately reported to the City and rectified on a case-by-case basis as mutually agreed upon.

- c.
1. Maintain restrooms & water fountains
 2. Maintain roads in and out of Valentine Park

3. Repair or replace storm damaged or vandalized items
(City Property Only)
4. Maintain all "City owned" buildings subject to this agreement
5. Supply bathroom paper products

d. Assume payment of all utilities, the City reserves the right to issue guidelines concerning the usage of lighted areas.

e. Provide general trash receptacle and (1) one dumpster.

f. Advise Football League contact person of any damages or maintenance issues that will affect Football League activities within 24 hours of occurrence.

g. Allow Football League to place a temporary storage trailer/container during "primary fall season" and "secondary "spring ball" season" on city property, Valentine Park, site at park to be determined and agreed upon by both parties, with the Football League providing insurance on said trailer/container, in the event of liability, damage, or theft of building or contents.

8. The Football League agrees that it will:

a. Coordinate Football League activities and provide all staff or volunteers essential and necessary for operating its activities.

b. Maintain all properties subject to this use agreement in a sanitary and clean condition, free of paper and debris accruing from the Football League activities.

c. Keep restrooms and grounds clean during games. Perform a final clean up, empty all trash containers into dumpster provided by the City prior to leaving at day's end. Provide bags for garbage receptacles.

d. Maintain playing area of field (rake, line or chalk, etc.) as per **AAU Football League** and City requirements. Nothing in this agreement limits the Football League from mowing the playing surfaces as deemed necessary; such mowing does not require prior consent from the City. Seeding and insect control on the field by Football League does not require prior consent from City.

e. Provide all equipment associated for the Football League's activities, i.e., balls, score books, etc.

f. Assume responsibility for making the decision of ball field playability. If any damage to the properties result from the Football League's use, the Football League shall be solely responsible for the repair, per applicable code, of the

properties described in this agreement. Repairs shall be completed within thirty (30) days of written notice.

h. Obtain written prior approval of the City, including securing the necessary permits, before physical improvements or additions are made to any facilities in the park. Unapproved work done to the facilities will require restoration back to original condition of the park by the Football League at its expense.

i. Orange City Parks and Recreation Superintendent must be contacted prior to making all irrigation control adjustments. The Football League must abide by the Water Authority of Volusia (WAV) regulations. Failure to comply may result in violations and fines. The Football League shall be solely responsible for all such fines.

j. Report damage, vandalism, problems, all accidents or injuries to coaches, players, spectators, visitors, participants, etc. to the City immediately by telephone to the primary contacts office number with a follow up in writing within forty-eight (48) hours of board member knowledge of injury. Any significant incident i.e. life threatening injury or accident, damage or vandalism to exceed \$1,000, or item of interest to the local press shall be reported immediately to the primary and/or secondary contacts. Contact attempts shall continue until a contact is reached in person (messages, answering machines or pages shall not constitute a successful contact).

k. Provide one individual and one alternate to act as the Football League representative (the Football League president or his/her designees) and liaison between the Football League and the City. (see paragraph 10)

l. Maintain control of coaches, officials, participants and spectators and ask rule violators to leave the park. The Football League agrees to have a Football League supervisor on the park grounds during all games to enforce league rules and the terms of this agreement. Wearing the issued identification badge while acting as grounds supervisor shall identify Football League officials at all times.

m. Provide the City with the most recent edition of the Football League's operating manual, regulations, charter, guidelines, By-Laws and organizational chart.

n. Develop and enforce reasonable rules and regulations regarding the use of the facility.

o. Agrees to contact Volusia County Sheriff's Office (VCSO) at (386) 775-9999, (386) 736-5999 or emergencies 911, if assistance is necessary or desired.

9. The **Volusia Titans AAU Football League** is now and shall remain in good standing with their national affiliate throughout the term of this agreement. That the

Football League has secured the proper insurance including General Liability insurance in the amount deemed sufficient to insure against bodily injury, property damage and personal injury arising out of any and all Football League operations. The Football League shall provide the City with a copy of the insurance policy and notifies the City of any changes to the insurance policy. The City is to be named as an additional insured on the Football League insurance policy.

Failure to comply with this requirement shall subject this Agreement to immediate cancellation by the City.

10. In the event the Football League operates a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, the Football League agrees to fully indemnify the City (in accordance with paragraph 6 herein) from any claim or cost arising from the provisions of such foodstuffs.

11. Both parties must provide to the other party, in writing, at the time of signing this agreement and each subsequent extension thereof, a name, phone number, e-mail address, and mailing address of a primary and alternate contact person. The contact person(s) shall serve as primary and secondary contacts for the duration of the terms of this agreement. If for any reason of dispute either party may call a meeting of the contacts to resolve issues. Upon receipt of a written request for such meeting a mutually agreed upon appointment shall be established within 72 hours for a future place and time for the meeting to be conducted.

City of Orange City Contact:

Primary Jamie Croteau, City Manager
 205 East Graves Avenue
 Orange City, Florida 32763
 Office (386) 775-5408
 Email: jcroteau@ci.orange-city.fl.us

Secondary

Maintenance:
John Davis
Same address
Office (386) 775-5454
Cell (386) 804-0274
Email: jdavis@ci.orange-city.fl.us

Emergency:

On call maintenance

(386) 804-0274 cell or cell (386) 479-2959 or Volusia County Dispatch (386) 736-5999

Volusia Titans AAU Football League, Inc. contact:

Primary Timothy Cooley, President
Office (407) 688-6727
Cell: (407) 923-5049
Email: tim@csigroup.net

Secondary Shawn Willis
Office: (407) 688-6727
Cell: (386) 479-8896
Email: nachomammab@aol.com

12. This Agreement may not be assigned or transferred in any manner by the Football League and any assignment or transfer is expressly prohibited.

13. This Agreement shall be binding upon the parties hereto; their successors and assigns.

14. Any previously existing oral or written agreements shall be terminated as of the effective date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

this 26 Day of July 2010.

WITNESS:

Claine Hart

Tim Cooley
Tim Cooley, President

Volusia Titans AAU Football League, Inc.

WITNESS:

Jamie Croteau, City Manager

CITY OF ORANGE CITY

Attest: _____
City Clerk Office