

Memorandum of Understanding Between City of Fort Lauderdale
and the _____ (*Affiliate Group*)

PURPOSE

The City of Fort Lauderdale, (hereafter "FLPR" or "City"), recognizes that certain organizations exist within the community whose purpose is to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from FLPR and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

FLPR recognizes that at times it is in the best interest of the community that FLPR work with outside organizations in coordinating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations, each party can contribute to greater public service without relinquishing their separate identities or responsibilities.

To this end, FLPR is willing to establish a working relationship and cooperative agreement with the _____, (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities.

This Memorandum of Understanding (MOU) is no guarantee of any funding from City but it does provide priority status for assignment of facilities at the discretion of City. Failure to carry out the responsibilities detailed below may result in a loss of priority status for the assignment of facilities and/or termination of permit.

Responsibilities

I City of Fort Lauderdale's responsibilities include the following:

- A. Appoint a City representative to serve as the liaison between FLPR and the Affiliate. This individual will:
 1. Make himself/herself and his/her position description known to the Affiliate program officials.
 2. Promote constructive communication between program officials and appropriate FLPR staff.
 3. Coordinate a quarterly meeting and other meetings as necessary, with the Affiliate Program Officials and FLPR staff.
 4. Coordinate background checks for Affiliate coaches and assistant coaches.
 5. Advise the Affiliate program officials of the field closures due to inclement weather or necessary field maintenance.
 6. Allocate game fields.

- B. Line game fields as needed, weather permitting. Provide general maintenance (mowing, fertilizing, aerating, fluffing, weeding, facility upkeep) of assigned fields. Provide goals as needed.

- C. If determined to be appropriate, cancel play in cases of extreme weather, whereby play might cause undue damage to the fields or potentially endanger the health of participants, spectators, and/or program-related personnel.

- D. Work collaboratively with the Affiliate on marketing and publicity.

- E. Promptly inform the Affiliate program officials of any complaints received about the Affiliate activities.

City of Fort Lauderdale does not assume any responsibility, care, custody, or control of any Affiliate property or equipment

brought upon or stored upon City of Fort Lauderdale property. The Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on City of Fort Lauderdale property.

II. AFFILIATE's responsibilities include the following:

A. Requests for permits from Affiliates wishing to have league play must be submitted to the Athletic Permit Office at least one month preceding requesting date of use and no more than three months in advance of requesting date of use. Affiliate should request only field space, dates and times needed and not submit a blanket permit.

B. Requests for field space will be considered by Season Priority and then by date request was made to Permit Office. (reference Guideline page)

C. Provide FLPR with the following information on the dates noted below:

1. List of Board officers and their contact information at least two weeks prior to the commencement of permit requested each season
2. Copy of by-laws: upon signing of this MOU and updates as changes are made
3. Articles of incorporation or proof of 501 3c, if applicable: upon signing of this MOU - yearly
4. Current Affiliate rulebook: upon signing of this MOU and updates as changes are made
5. Game schedule for all teams: at least two weeks prior to the commencement of games, and updates as changes are made.
6. Official team rosters and residency verifications to include names and addresses of each player and coach/captain at least two weeks prior to commencement of games.
7. Notice of Affiliate public meetings: at least one week in advance of the meeting date
8. Copy of the meeting minutes: upon request
9. List of all volunteer coaches and the name of team or age division they are coaching at least two weeks prior to commencement of games.

D. Residency: The Affiliate's league must have at least 60% City of Fort Lauderdale residents on the roster. Residency must be verified for each seasonal permit. City of Fort Lauderdale residents shall have priority over non-residents for positions on the roster. Failure by the Affiliate to meet this requirement shall result in non-renewal of Affiliate's permit. FLPR shall have the sole discretion to provide Affiliate one season to achieve compliance with this section.

E. Indemnification:

The Affiliate agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all liability for death, bodily injury and property damage of any nature whatsoever arising out of or in any way connected with this Agreement. Affiliate shall indemnify, defend, save and hold the City of Fort Lauderdale, its officers, employees, agents fully harmless from and against any and all liabilities, claims, suits, actions, demands, losses, judgments or fines of every kind and nature, including all costs, expenses, attorney's fees, arising from, related to, or caused by Affiliate's use of, or occupancy of any of City's facilities or any acts or omissions of Affiliate or its officers, employees or agents arising out of this Agreement, including, but not limited to bodily injury, death and property damage. Affiliate shall be liable for all costs incurred by the City of Fort Lauderdale in and about any such claim, suit, action, demand or loss for

investigation of same. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration or revocation of this Agreement.

F. Insurance:

1. The Affiliate shall secure and maintain a policy of commercial general liability insurance from a carrier satisfactory to the City of Fort Lauderdale Office of Risk Management, providing coverage for claims arising from or in connection with the damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000). City of Fort Lauderdale shall be named as an "Additional Insured" on all policies. In the Certificate Holder section of the Certificate of Insurance, the following must be included:

City of Fort Lauderdale
Parks and Recreation Department
1350 W. Broward Blvd.
Fort Lauderdale, FL 33312
Attn: (FLPR Staff Liaison Name)

2. Cancellation Notice: Should insurance coverage held on behalf of the Affiliate be discontinued, City of Fort Lauderdale (FLPR) will receive a minimum of 30 days written notice.

3. Game Officials: Affiliates shall use only game officials who have a current insurance policy on file with City of Fort Lauderdale. City of Fort Lauderdale must be named as an "Additional insured" in the policy.

- G. Ensure that the City of Fort Lauderdale is included in the Hold Harmless agreement on the Affiliate registration form to be signed by each player, or, if under 18 years old, each player's parent or guardian. A copy of this registration form will be provided to the City representative before Affiliate registration begins.

H. Fees and Charges

Fee Payment Dates:

1. The Affiliate must pay field rental fees, as established by the City of Fort Lauderdale, before commencement of permit use. Failure to do so will result in revocation of field space.
2. If requesting a permit "Out of Season", (reference Guideline page), a league season is defined as no more than 12 weeks. Out of Season permits will be charged the League Reservation Fee as well as the daily field rate. League schedules that extend longer than 12-weeks will be charged an additional League Reservation fee for the extra weeks.

- I. Returned Checks: If the Affiliate's check is returned by the bank to the City (for insufficient funds, closed account, etc), the Affiliate is responsible for reimbursing the City of Fort Lauderdale for the total amount plus a returned check fee, which will depend on the amount of the NSF check. In addition, all future fees from the Affiliate must be paid to FLPR by a certified check, money order, or cash unless approved otherwise by the FLPR Director. The Affiliate group's Board will be notified of this occurrence.

Sub-licensing of City athletic fields is prohibited. If Affiliate is found to be sub-licensing City facilities, the permit will be terminated immediately.

- J. The Affiliate and its teams are responsible for cleaning up after practices and games, and for returning all equipment to its proper place. Affiliate must leave the fields in good condition with litter bagged, tied and left near the trash receptacles. If not:

1st strike – Affiliate will be required to pay actual costs incurred by City for cleanup

2nd strike – Affiliate will be required to pay actual costs incurred by City for cleanup plus a \$500.00 fine for violation of this policy.

3rd strike – Affiliate will be required to pay actual costs incurred by City for cleanup plus a \$500.00 fine for violation of this policy.

K. The Affiliate will be responsible for any damages/impairments to facilities of the City of Fort Lauderdale that occur during the organization's use of the allocated fields. The Affiliate agrees to reimburse the City for any facility repair or equipment replacement necessitated by the Affiliate's use of the premises (except normal wear and tear). If damages/impairments are found, the Affiliate will be contacted immediately and costs for repairs assessed and charged within 10 working days. The Affiliate will have 7 days to make payment.

L. Volunteer Background screening

The Affiliate understands that any person 18 years and older who may spend unsupervised time with minors during use of City of Fort Lauderdale facilities will need to be background screened.

1. The Affiliate is responsible for paying for the background screening before sending volunteer coaches to be screened. Specific procedures will be provided to the Affiliate at time of permit request.

2. Criminal history record checks shall be valid for one (1) year, after which, each volunteer coach must submit to a new screening.

3. Badges are to be worn by all approved coaches during all league permit times. Once the permit has been issued and play has begun, if a league is found to be in non-compliance:

1st strike – Individual without valid badge will be removed from field immediately and not allowed to return until they have a valid badge.

2nd strike - – Individual without valid badge will be removed from field immediately and not allowed to return until they have a valid badge. Affiliate will not be given discounted permit rate and will be required to pay standard rate for remainder of season.

3rd strike - – Individual without valid badge will be removed from field immediately and not allowed to return until they have a valid badge and City will not renew Affiliate permit for following season.

4. The Affiliate group shall cooperate fully with any investigation conducted by or on behalf of FLPR or any law enforcement agency. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of FLPR, and may result in revocation or suspension of any Affiliate Group privileges under this MOU.

All fines must be paid prior to any permit request submissions.

M. Events

The Affiliate is responsible for any additional fees incurred by the City of Fort Lauderdale for Affiliate events, including but not limited to custodial overtime, police attendance, additional field monitors/supervisors, porta-johns, and additional field markings. The Affiliate is not responsible for any additional fees it has not agreed to pay in advance of any event.

- n. Tournaments are considered outside the Affiliate's permit request. Additional Permit Requests must be made for tournaments and tournament fees will apply.
- O. The Affiliate may want to hold training/skills clinics. If this is held during their primary season with no additional charge to registrants, the same seasonal rate will be applied for clinic times.

If the Affiliate wishes to hold a skills clinic outside of the primary season or in season with an additional charge to the registrants, the tournament rate will be applied for clinic times.
- P. The Affiliate shall work closely with FLPR staff liaison to facilitate annual program evaluations being made available to all participants.
- Q. The Affiliate agrees that while in use of the field/facility made available by the City of Fort Lauderdale, the Affiliate shall not discriminate against or exclude any individual with regard to its services for reasons of race, color, creed, national origin, sexual orientation, disability, or any other characteristic protected by local, state or federal law.
- R. The Affiliate shall establish a means of communication to ensure that team representatives will promptly receive any field cancellation notices or other relevant communications.
- S. All representatives shall help in monitoring the activities that take place at the field, and to assist in keeping City of Fort Lauderdale facilities clean, safe and secure.
- t. The Affiliate shall adhere to all applicable facility and City of Fort Lauderdale ordinances, rules, regulations, policies, and procedures. Some examples include but not limited to the following items prohibited in City Parks: Gambling, Open Container of Alcoholic Beverages, Underage Drinking of Alcoholic Beverages, Possession or Consumption of Illicit Drugs, Intentional Littering.
- U. The Affiliate will adhere to the FLPR policy on lightning that states: " Once lightning is detected or sighted or thunder is heard, no matter the distance, clear all participants and employees to take shelter from outside". The Affiliate is responsible that all representatives of their league are aware of this policy.
- v. The Affiliate shall report all maintenance issues and damage within 24 hours to FLPR by calling 954-828-8943.
- WX. The Affiliate is responsible for managing, operating, and controlling their games and activities.
- X. Permit for field/facility use does not provide approval for sale, vending or concession of food or materials by the Affiliate. Concessions by the Affiliate must be approved as an additional addendum.
- Y. Affiliate may promote registration by hanging banners in the permitted park site, limited to two banners, placed at discretion of Park Manager. Snipe signs promoting Affiliate's program are not allowed to be placed in City parks or easements.
- Z. Affiliate League President or selected representative must attend annual MOU and sport specific permit meetings.

AA. Non-Compliance

Offenses are any deliberate violation of this Memorandum of such a degree that continuance of this Memorandum of Understanding may not be desirable. The following are examples of offenses, which may subject the Affiliate to suspension or termination of Field Permit:

1. Background screening verification badges not being worn by volunteers.
2. Sub-leasing or providing field space under Affiliate's permit to another user.
3. Not adhering to field closures established by FLPR.
4. Non-payment of fees and charges.
5. Trash not being disposed of properly after practice or game.
6. Intentional alteration or damage to fields or facilities.
7. Not adhering to residency requirements.

III. Termination and Duration

The initial term of this Agreement shall commence on _____ and end on _____.

A. City retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any or no reason, including, but not limited to misconduct of the Affiliate or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of City of Fort Lauderdale residents, or because the Affiliate has breached any of its obligations under this Agreement. The Affiliate may terminate this agreement by providing a minimum of 45 days written notice.

B. City staff will review each group's agreement annually to ensure they have complied with their procedures and responsibilities. Failure to follow the procedures or address negative survey results may result in suspension or termination of the agreement.

C. Any modifications to this agreement must be made by mutual written agreement of the parties.

D. The Affiliate will have financial responsibility to FLPR for any outstanding fees and/or money owed to City of Fort Lauderdale and shall promptly reimburse the City. Any money owed to the Affiliate by City shall be promptly reimbursed.

E. This Agreement may be amended by the written approval of both Parties. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida. This Agreement represents the entire and integrated agreement between CITY and Affiliate and supersedes all prior negotiations, representations or agreements, either written or oral.

F. NOTICE - Wherever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:
City of Fort Lauderdale
Parks and Recreation Director
1350 West Broward Boulevard
Fort Lauderdale, FL 33316

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

FOR AFFILIATE:

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

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
City Manager

Print Name

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

[Witness type/print name]

AFFILIATE

By: _____

Name: _____

Title: _____

[Witness type/print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
, as _____ of _____, on behalf of the corporation/company. He/She is personally known to me
or has produced _____ as identification.

(SEAL) Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed, Printed
or Stamped

My Commission Expires:
Commission Number

Distributed 02/21/13