



AGENDA
PARKS & RECREATION ADVISORY BOARD
CITY OF PORT ORANGE

Meeting Date: Tuesday, June 13, 2017

Time: 5:00 PM

Type of Meeting: Special

Location: 2nd Floor Conference Room
City Hall, 1000 City Center Circle

A. CALL TO ORDER

1. Roll Call

B. DISCUSSION/ACTION

2. Port Orange Elite Soccer Club

C. NEXT MEETING DATE

3. Next Meeting Date: July 18, 2017

D. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE **PARKS & RECREATION ADVISORY BOARD** WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED. NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-8771. UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.



CITY OF PORT ORANGE

PARKS & RECREATION PARTNER APPLICATION

Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

SECTION 1: PARK & RECREATION PARTNER'S INFORMATION

Name: Florida Elite Soccer Academy Email: Lynn@FloridaEliteSA.com

Address: PO Box 57065 City: Jacksonville State: FL Zip Code: 32241

Organization Website: www.FloridaEliteSA.com

Point of Contact: Lynn Basham Phone: 904-230-4562

Are you non-for profit? yes

Sport: soccer

Who are you affiliated with? USYSA/US Club

When does your season run? 8/1-11/30 and 2/1-5/30

SECTION 2: PRESIDENT INFORMATION

President Name: Steven Mail Email: Steven@FloridaEliteSA.com

Address: PO Box 57065 City: Jacksonville State: FL Zip Code: 32241

Daytime Phone: 904-230-4562 Cell: _____ Fax No: _____

Board Members Names /Title: Steven Mail, President

David Binghi, VP

Jay Alligood, Treasurer

Jerry Della Porta, Secretary

Chris Brunner, member

Please attach a copy of your logo



Attached is a copy of the City of Port Orange:

Eligibility Requirements
 Department Policies and Procedures
 Blank Parks & Recreation Partner Agreement



PARKS & RECREATION PARTNER AGREEMENT

THIS AGREEMENT is made and entered this 1st day of July, 2017, between **FLORIDA ELITE SOCCER ACADEMY, INC.**, a Florida not-for-profit corporation, whose mailing address is: PO Box 57065, Jacksonville, FL 32241 ("Parks & Recreation Partner"), and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, whose mailing address is: 1000 City Center Circle, Port Orange, FL 32129-4144 ("City"), hereinafter collectively referred to as the "Parties."

WHEREAS, the City Council recognizes the community benefit of allowing for Parks & Recreation Partner sports groups to utilize the City's facilities and provide a variety of competitive sports for the City's youths; and

WHEREAS, the Parks and Recreation Department has created certain eligibility requirements for Parks & Recreation Partner sports groups applying for use of the City's facilities (attached hereto as **Exhibit "A"**); and

WHEREAS, the Parks & Recreation Partner has met or exceeded the eligibility requirements referenced above; and

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

ARTICLE I - PREMISES

1.1 The City does hereby agree to provide usage of its recreational facilities, as described in the attached **Exhibit "B"** to Parks & Recreation Partner according to the terms and conditions herein contained; however, Parks & Recreation Partner expressly acknowledges that City activities shall take priority over all recreational facility usage.

1.2 City and Parks & Recreation Partner represent and warrant that it has the full right and authority to enter this Agreement and all its terms.

ARTICLE 2- TERM

2.1 The term of this Agreement shall commence on July 1, 2017 and continue until January 31, 2018, unless sooner terminated as provided herein.

2.2 This Agreement may be renewed for additional one (1) year terms, at the City's option and with the mutual acceptance by Parks & Recreation Partner within thirty (30) days of the City's exercise of this option.

ARTICLE 3 – FEES

3.1 Recreational Facilities Use Fee

Parks & Recreation Partner shall pay to the City a recreational facility use fee of Four Thousand and 00/100 Dollars (\$4,000.00) for year-round sports or Two Thousand and 00/100 Dollars (\$2,000.00) for sports that last six (6) months or less each year. The recreational facility use fee may be paid in installments; however, the entire recreational facilities fee must be paid in full by the conclusion of the athletic season for which the recreational facilities are used. *paid in full on 5/25/17. [signature]*

3.2 Lighting Fee

3.2.1 Parks & Recreation Partner shall pay to the City a lighting fee of Ten and 00/100 Dollars (\$10.00) per hour for the use of any City facility which requires outdoor lighting.

3.2.2 Lighting fees shall be due and payable monthly. Lighting fees accrued in any month shall be paid on or before the 15th day of the following month.

3.3 Maintenance Staff Fee

3.3.1 City may provide Maintenance Staff at a rate of Twenty-five and 00/100 Dollars (\$25.00) for full-time employees and Twelve and 00/100 Dollars (\$12.00) for part-time employees at the Parks & Recreation Partner's request. This fee shall apply to Maintenance Staff provided by the City outside of the normal operating hours for the Maintenance Staff.

3.3.2 Maintenance Staff availability is not guaranteed and is subject to change. Parks & Recreation Partner shall notify the City thirty (30) days in advance of any tournament or other athletic event requiring City Maintenance Staff.

3.3.3 Maintenance Staff Fees shall be due and payable in advance of the event requiring City Maintenance Staff. Should the actual hours worked by the Maintenance Staff exceed the projected number of hours submitted by the Parks & Recreation Partner, the amount of overage must be paid within ten (10) days of the conclusion of the event.

3.4 Field Setup Fee

3.4.1 Parks & Recreation Partner shall pay Field Setup Fee for use of

any facility which requires City staff to setup the field prior to the event. This fee covers materials such as trash bags, toilet paper, paper towels, and chalk.

3.4.2 Parks & Recreation Partner may opt to have its own volunteers' setup the fields for play in lieu of paying for a fulltime maintenance person on site; however, they would have to pay for a maintenance person to be on call for tournaments or after hour games. Any person designated to setup fields for sporting events must be trained by the City of Port Orange Parks and Recreation Department prior to engaging in such activity.

3.4.3 Field Setup Fees shall be due and payable in advance of the event requiring field setup.

3.5 Fees Subject to Change

The fees set forth herein are subject to increase/decrease by Resolution of City Council. The City's current fee resolution is attached hereto as **Exhibit "C"**. In the event that any fee is modified by City Council, the Parks & Recreation Partner shall begin paying the modified fee amount as soon as the City provides notice of such change. The Parks & Recreation Partner may, in the alternative, respond to the notice of fee modification by terminating this Agreement.

3.6 Late Payments

If any payment of fees, referenced in Article 3, has not been received by the City within five (5) business days after payment is due, then City may charge a five (5) percent late charge on the past due payment.

ARTICLE 4 – TERMINATION

Either party may terminate this Agreement by providing the other party with at least 30 days' notice of its intent to terminate in writing. The Parks & Recreation Partner shall be responsible for the payment of any and all fees outstanding at the time, including but not limited to a pro-rated share of the recreational facilities use fee.

ARTICLE 5 – INSURANCE

5.1 Parks & Recreation Partner must maintain and provide proof of general liability insurance in the amount of One Million Dollars (\$1,000,000.00) listing the City of Port Orange as an additional insured.

5.2 The Parks & Recreation Partner shall provide proof of the above insurance coverage in the form of a certificate of insurance annually on the 1st day of February for the entire duration of this Agreement.

5.3 City is entitled to direct notice of insurance cancellation.

ARTICLE 6 - HOLD HARMLESS AND INDEMNIFICATION

The Parks & Recreation Partner shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Parks & Recreation Partner, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

ARTICLE 7 – RECREATIONAL FACILITIES

7.1 Reservations

7.1.1 Parks & Recreation Partner may make reservations for the use of one court/field twice per week minimum. In addition, Parks & Recreation Partner may make reservations for three (3) tournaments each year. Tournaments shall not last more than three (3) days and shall be held between the hours of 7:00 a.m. or 10:00 p.m. unless otherwise expressly authorized by the City. Additional tournament and court/field reservations may be made if availability allows.

7.1.2 Parks & Recreation Partner shall only reserve recreational facilities for their own organization and are prohibited from reserving recreational facilities for others.

7.1.3 Parks & Recreation Partner agrees to provide a minimum of fourteen (14) days' notice to the City when reserving recreational facilities for a tournament. Parks & Recreation Partner acknowledges that even with a fourteen (14) day notice, no recreational facility can be guaranteed to be available to the Parks & Recreation Partner on the date and time requested.

7.1.4 Parks & Recreation Partner agrees to provide a minimum of twenty-four (24) hour notice to the City when reserving recreational facilities for practices. Parks & Recreation Partner acknowledges that even with a (24) hour notice, no recreational facility can be guaranteed to be available for the Parks & Recreation Partner on the date and time requested.

7.1.5 Reservation requests shall be directed to Jennifer Sisk (jsisk@port-orange.org) and Josh Anderson (janderson@port-orange.org). If City fails to respond within twenty-four (24) hours of a reservation request, Parks & Recreation Partner shall contact the Parks and Recreation Department via telephone at (386) 506-5851.

7.1.6 City reserves the right to cancel any tournament or practice due to unsafe field/court conditions or sufficient proof of unauthorized activities.

7.2 Use

7.2.1 This Agreement is subject to and Parks & Recreation Partner shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange when using the City's recreational facilities.

7.2.2 City staff shall routinely check recreational facilities during tournaments and practices to ensure all rules and regulations are being followed.

7.2.3 Parks & Recreation Partner shall be prohibited from representing itself to be owner or sole user of any City facilities.

7.2.4 Parks & Recreation Partner shall be liable for any injury to persons and participants resulting from the use of the recreational facilities.

7.2.5 Parks & Recreation Partner shall be liable for all damage that occurs to recreational facilities during usage.

7.2.6 Parks & Recreation Partner shall report damage to facility within twenty-four (24) hours of known damage by calling (386) 506-5851 and by e-mail to Jennifer Sisk or Josh Anderson.

7.2.7 In the event of a medical emergency, Parks & Recreation Partner shall dial 9-1-1 and notify the City as soon as practicable thereafter in the manner set forth in the previous paragraph.

7.3 Lost & Found

All items left on City premises shall be held for thirty (30) days and after such time shall be considered abandoned and become the property of the City of Port Orange.

ARTICLE 8 – ASSIGNMENT

The Parks & Recreation Partner shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

ARTICLE 9 – MISCELLANEOUS

9.1 Eligibility Requirements. The eligibility requirements set forth in **Exhibit “A”** are hereby incorporated into this Agreement. Parks & Recreation Partner hereby agrees to maintain compliance with all eligibility requirements throughout the term of this Agreement. Failure to meet any eligibility requirement shall be considered a breach of this Agreement.

9.2 Examination of Records. The Parks & Recreation Partner agrees that the City, or any of its duly authorized representatives, shall have access to and the right to examine and copy any pertinent books, documents, papers and records of the Parks & Recreation Partner involving transactions relating to this Agreement. The period for of access for records, books, documents, and papers which may relate to any litigation, or other settlement of claims arising out of the performance of this Agreement shall continue until the conclusion of all appeals in ongoing litigation or upon legal resolution approved by the Parties.

9.3 Indemnity. The Parks & Recreation Partner agrees to indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney’s fees, by reason of any suit or action brought for actual or alleged injury to or death of any person, or damage to property, resulting from the use by the Parks & Recreation Partner, its agents, servants, participant, or employees of the City’s recreational facilities.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

9.5 Florida Law to Apply. This Agreement is entered and is to be performed in the State of Florida. The City and the Parks & Recreation Partner agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

9.6 Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

[REMAINDER OF PAGE LEFT BLANK]

This Parks & Recreation Partner Agreement is executed by the Parties as of the respective dates below:

WITNESSES:

Jennifer Sisk
Printed Name:

Marc Greenberg
Printed Name:

PARKS & RECREATION PARTNER:
Florida Elite Soccer Academy, Inc.,
a Florida not-for-profit corporation

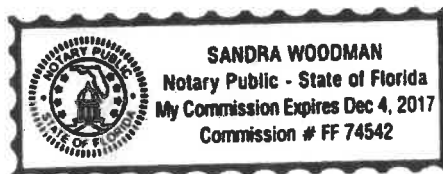
STEVEN MAIL
Printed Name: PRESIDENT
Title:

Date: 5/25/, 2017

STATE OF FL.
COUNTY OF VOL.

The foregoing Parks & Recreation Partner Agreement was acknowledged before me this 25th day of May, 2017, by Steven Mail, as President of Florida Elite Soccer, and who: ☐ is personally known to me; or ☒ has produced _____ as identification.

Sandra Woodman
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



WITNESSES:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
M. H. Johansson, City Manager

Printed Name:

Date: _____, 2017

Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Parks & Recreation Partner Agreement was acknowledged before me this _____ day of _____, 2017, by M. H. Johansson, as City Manager of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the city, and who: ☐ are personally known to me; or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

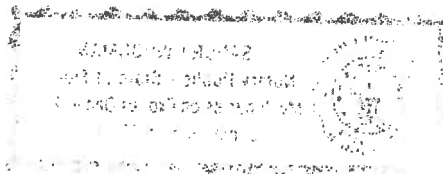


Exhibit "A"

Eligibility Requirements

- 1) There is an existing need for the organization and its services.
- 2) Consideration will be given as to possible duplication of the organization's services with other services offered by the other local organizations, and with similar activities conducted by the department.
- 3) The organization membership must be open to residents of the city.

Department Policies & Procedures

- 1) Must be a nonprofit organization and be able to show articles of incorporation and bylaws that list current board members.
- 2) Must have 50% of children on rosters be Port Orange Residents.
- 3) Port Orange must be representative in the team name.
- 4) Group would need to commit to the financial responsibility set forth by the city for facility usage.
- 5) Parks & Recreation Partner group would have to commit 50% of their roster to participate in the Cities Recreation league for like sports.
- 6) All Banners must be uniformed to match the same size banners on the field or in the gym. The banners must be 5 feet in height and at least 5 feet in length at the ball fields and 3 feet in height and 5 feet in length in the gym. Banners must be mesh on the fields for the wind to go through them and vinyl in the gym. All banners must be the same color per complex or facility.
- 7) Lightning Rule- If you hear or see lightning, you must get off the field and go to the vehicles for at least 30 minutes. After each sign of lightning, you must wait 30 minutes. If the lightning continues for more than an hour, then all activities will be cancelled.
- 8) Rainouts- Each president and one other board member must be signed up to the Port Orange recalert. If the Parks & Recreation Department cancels practices or games for any reason, the Parks & Recreation Partner must adhere to cancellation.
- 9) Paint allowance per year is \$2500. Once Parks & Recreation Partner reaches that amount, the group must buy their own paint that the Parks Superintendent recommends.
- 10) All adults working with the youth must be background checked and Identified.

- 11) Maintenance- all Park & Recreation Partner must help with maintenance of the fields and/or facilities. This includes and not limited to: taking trash to the dumpster, keeping all the areas clean, taking tarps on and off the fields, filling holes after a practice or game, etc.

Print Name: STEVEN MAIL

Signature: 

Date: 5/25/17