

FACILITY USE AGREEMENT

The City of Panama City, a Florida municipal corporation, (the City) agrees to enter into a Facility Use Agreement with (Sports Organization), a (Florida Limited Liability Company) (the "Sports Organization") that provides, first and foremost, a recreational and organized (sport) program to Panama City residents on this _____ day of _____, 2022 at (park address).

(Sports Organization) agrees to comply with the policies, practices and guidelines contained in this Agreement and the Standard Operating Procedures Manual for Sport League and Tournament Services. The Panama City Quality of Life (QOL) Director or his designee reserves the authority to modify the Facility Use Agreement guidelines and/or Standard Operating Procedures Manual (SOP) from time to time, as needed. The Panama City Commission must provide final approval for any modifications to the Agreement.

Compliance with this Agreement and the Standard Operating Procedures Manual is mandatory. Any noncompliance or violations of the policies, practices and guidelines of this Agreement and the Standard Operating Procedures Manual shall result in the termination of the Facility Use Agreement. If a Facility Use Agreement is terminated then the succession plan from the Standard Operating Procedures Manual shall be used.

The term of this Agreement shall be for the period beginning _____, 2022 and ending on _____, 202____ or until a subsequent Agreement is entered into by the parties as long as the City and Sports Organization are operating in accordance with this Agreement and the Standard Operating Procedures Manual.

No activity on any City property shall take place in any sport by any group except during the sport calendar as described in the Standard Operating Procedures Manual at Section 15. entitled **FIELD USEAGE AND PERMITTING** unless a permit has been granted by the City.

For purposes of this agreement, the term “facility” is defined as any property owned by the City of Panama City, Florida and used by the Sports Organization for the sports program referred to herein. Such property includes any park, field, complex or other City property including, but not limited to, the following addresses:

1. Oakland Terrace Park: 1900 W. 11th St., Panama City, Florida 32401
2. Daffin Park: 320 Kraft Ave., Panama City, FL 32401
3. Frank Nelson Sporting Complex: 4201 W. 23rd St., Panama City, FL 32405
4. Oak Grove Field: 2020 17th St. W., Panama City, FL 32405
5. Woods Field: 14th St. W., Panama City, FL 32401
6. Kraft Field: 205 Kraft. Ave., Panama City, FL 32401

Facility User Compliance Requirements

1. BUSINESS REQUIREMENTS

Sports Organizations must hold and maintain good standing in their corporate filing with the State of Florida.

Sports Organizations must maintain active bank accounts, that are separate from the City, in the name of the organization which are used exclusively to conduct organizational business

including the deposit of donations, club dues, registration fees and other revenues, and the payment of organizational expenses such as insurance premiums, uniform costs, etc.

Sports Organizations must submit as part of their Athletic Facility Use Agreement package a completed Annual Income and Expense Report for the most recent ended fiscal year.

Sports Organization must comply and be in good standing with all applicable federal and state laws, City ordinances, department policies, standards and requirements.

Facility Use Agreements shall be issued to the registered and legal name of the Sports Organization.

2. PAYMENT

Payment by the City to the Sport Organization for all sport services shall be according to the sports funding scale outlined below:

- **Leagues consisting of up to 75 participants- \$2,500 per sport, per season**
- **Leagues consisting of 76 to 150 participants- \$3,500 per sport, per season**
- **Leagues consisting of 151 or more participants- \$4,500 per sport, per season**

**Such payment shall not exceed \$75,000.00 to each Sport Organization per year.*

* *(Sports Organization)* may charge a fee to participants as necessary in order to defer costs as needed such as uniforms, equipment, concessions or employees including umpires, etc. *(Sports Organization)* shall submit any proposed fee to be charged by *(Sports Organization)* to participants or any other party to the City for review and approval by the City prior to charging such fee. City has discretion to approve or reject such fee upon review of same. Although not obligated to provide financial assistance to participants, the City and Sports Organization will cooperate to raise funds to provide such financial assistance as needed for those participants that cannot afford a participation fee.

**For purposes of this agreement, the term “year” shall be defined as the period of 365 days (or 366 in leap years) starting from the first day of January and ending on the last day of December.*

**For purposes of this agreement, the term “season” is defined as that period of consecutive months during which the Sports Organization maintains its league for each particular sport during the year, such as flag football, basketball, softball etc.*

The Sports Organization shall follow the invoice procedures as outlined in Section 21 of the Standard Operating Procedures Manual.

3. REQUIRED ORGANIZATION DOCUMENTS

The Sports Organization agrees to provide the City annually:

- Incorporation documents
- Corporation annual report
- Annual Tax Exemption Certificate (if applicable)
- City issued Financial Statement template submitted by the end of the Sports Organization's fiscal year.
- Current Department of the Treasury Internal Revenue Service Form 990. This form should indicate amount in Form 990; Schedule A; Part II; Section A – Public Support. (if applicable)
- Succession Plan
- All affiliations (i.e. US Soccer, Little League, etc.)
- Current list of Board of Directors and their contact information to include emails and website, if applicable.
- Certificate of insurance
- Current volunteer/coach rosters
- Signature Verification Form - background checks, coach training and concussions education
- Provide and confirm upon request verification of volunteer background checks in accordance with Florida Statutes Section 943.0438(2) (a), coach training and concussion education in accordance with Florida Statutes Section 943.0438(2) (e); (f); and (g).
- Provide and confirm upon request the Panama City residency status including a full listing of coach/player names and addresses
- Season start and end dates

- Emergency Action Plan

4. INTENDED FIELD USE

Sports Organization shall only conduct practices and games as part of their agreement to provide recreational and organized sports activities for the approved affiliated sport designated at the property.

Sports Organization must inspect the field for any hazards before beginning practice and or play. All repairs must be reported to the City in accordance with the procedures in the Standard Operating Procedures Manual. If any area of the facility is a hazard or has the potential to be a hazard then it must be reported to the City immediately and reasonable accommodations made to the area to keep the public and participants from the area until the City can correct the hazard.

Sports Organization is responsible for the costs of repairing any hazards that they create while using the fields and ensure the fields shall be returned in the exact same condition they were in when the Sports Organization received the facility.

Request for special events, tournaments, camps, clinics, etc. must be submitted in writing to the Panama City Quality of Life Director 30 days prior to the event date. Applications can be found in the Standard Operating Procedure Manual. Upon approval by the Panama City Quality of Life Director or his/her designee, permits shall be issued for the specific event to the Sports Organization or outside user group.

Sports Organizations are prohibited from granting field use, assigning, subletting or occupancy of the facility or any part of the facility to other commercial vendors, organizations, trainers, civic associations, private instructors, providers of tournaments, camps, clinics, etc. These types of requests must be directed to the Panama City Quality of Life Director.

5. INSURANCE

The Sports Organization shall provide annually a certificate of insurance, per the requirements as stated herein, to the QOL Department.

The Sports Organization shall have and maintain, at all times, the policies outlined in the document referenced in the SOP entitled “INSURANCE REQUIREMENTS,” which is attached to the SOP incorporated therein. All policies, endorsements, certificates, and binders shall be subject to the City of Panama City approval as to form and content. These requirements are subject to amendment or waiver only if the City of Panama City approves in writing. A lapse in any required insurance coverage under this agreement shall breach this agreement.

Should at any time the Sports Organization fail to maintain the insurance coverage required by this Agreement, the City shall immediately suspend this Agreement and the Sports Organization shall not use the facility until the proper insurance is in place and verified by the City.

Suspension or termination of this Agreement by the City does not relieve the Sports Organization of its obligation to pay the full and total amount of any damage, injury, or loss caused by Sports Organization's intentional acts or negligence connected with the use of this facility.

The Sports Organization agrees to indemnify, release, discharge, and hold harmless the City, its employees and agents from any and all liabilities, claims, demands, or against any and all claims arising from loss or damage to buildings or structures as a result of fire or other casualty, and Sports Organization shall procure, maintain, and keep in force a policy or policies of fire and casualty insurance in an amount equal to the replacement value, the amount to be provided by the City, of said buildings and structures (and Sports Organization owned equipment) to protect the City and Sports Organization.

Sports Organization shall provide that each participant in its program shall be covered by a policy of accident insurance that provides coverage for injuries sustained by participation in Sports Organization activities. The cost for that insurance coverage shall be incorporated into the registration fee.

6. HOLD HARMLESS

The Sports Organization agrees to release, discharge and hold harmless the City, its employees, and agents from any and all liabilities, claims, demands, or causes of action including liabilities for personal injury, death, or damage to property arising out of the use of the facility by the Sports Organization, its members, employees, participants, agents, or invitees. Further, the Sports Organization agrees to indemnify and hold harmless the City, its employees and agents, from and against any and all liabilities, claims, demands, or causes of action including liabilities

for personal injury or death or property damage of any person whatsoever resulting from any negligent act or omission by the *Sports Organization*, its members, employees, participants, or agents arising out of or in any way connected with the use of the facility except when caused by the sole negligence of the City, its employees, or agents.

7. STANDARD OPERATING PROCEDURES MANUAL

Sports Organization must comply with the Standard Operating Procedures Manual for Sport League and Tournament Services.

The Agreement may be terminated by the *Sports Organization* at any time in case of material breach of the Agreement by the City provided that the *Sports Organization* shall first give to the City written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by either party shall be addressed to and mailed or delivered to the following address:

TO THE CITY

City of Panama City
Quality of Life Department Director
501 Harrison Avenue
Panama City, Florida 33602

The Agreement may be terminated by the City after thirty (30) days written notice to the *Sports Organization* without cause and for convenience. The Agreement may also be terminated with cause if the *Sports Organization* fails to remedy noncompliance after three Agreement/SOP violation notices. Any notices under this section mailed or delivered by either party shall be addressed to and mailed or delivered to the following address:

TO THE ORGANIZATION

*Notices can be personally delivered or sent by US mail. The date of delivery is the date of any notice. Each party may change its address by written notice given to the other.

If an agreement is terminated by the City, there are special provisions so as not to impede or suspend any services being provided to the citizens of Panama City that are registered participants with the *Sports Organization* and are outlined in the Succession Plan in the Standard Operating Procedures Manual.

8. MEDIATION

The City of Panama City Quality of Life Director, or authorized designee (the QOL Director”), shall assure the *Sports Organization's* compliance with the terms of the Agreement. The QOL Director may elect to mediate disputes arising between members of the public and the *Sports Organization* regarding the *Sports Organization's* compliance with the Agreement. The *Sports Organization* designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the *Sports Organization* in disputes. The *Sports Organization's* Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

9. ENTIRE AGREEMENT

The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement shall

be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

10. DAMAGE OR DESTRUCTION BY CASUALTY

If by fire or other casualty the facility is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty.

11. VENUE AND INTERPRETATION

If any term or condition of this Agreement is, held invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement shall be construed in accordance with the laws of the State of Florida, and venue is in Bay County, Florida.

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. There are no other understandings, agreements, or representations expressed or implied, respecting this Agreement.

12. RECORDS

The Sports Organization acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Sports Organization fails to abide by the provisions of Chapter 119, Florida Statutes and notwithstanding anything in Section 7 of this Agreement, the City may, without prejudice to any right

or remedy and after giving the *Sports Organization* seven (7) days written notice, during which period the *Sports Organization* still fails to allow access to such documents, terminate this Agreement.

IN WITNESS WHEREOF, the *Sports Organization* has caused this Agreement to be executed on its behalf by its authorized representative.

Witnesses:

BY: **City of Panama City**
a Florida Municipal Corporation

Print Name _____

BY: _____
Greg Brudnicki

Print Name _____

ITS: Mayor
Title

Attest:

Date: _____

Jan Smith, City Clerk

BY: **(SPORTS ORGANIZATION)**
A Florida Corporation

Print Name _____

BY: _____

Print Name _____

ITS: _____
Authorized Representative

Date: _____