

CONTRACT NO. 2003-206

BCC APPROVED 4/22/03

**RECREATION FACILITY USE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of APRIL, 2003 by and between Venice Area Youth Soccer Association, a Florida non-profit corporation, hereinafter referred to as "User" and Sarasota County Government, a political subdivision of the State of Florida, hereinafter referred to as "County."

**WITNESSETH:**

**WHEREAS**, User and County are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of Sarasota County, Florida; and

**WHEREAS**, pursuant to First Amendment to Interlocal Agreement No. 98-008, as amended, Sarasota County operates the property and facilities located known as Venice Wellfield Park, located at 1300 Ridgewood Avenue, Venice, Florida 34292; and

**WHEREAS**, the user desires to conduct youth soccer activities and make improvements as approved by the County.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

1. The County agrees to:

(a) Allow the use of the land and existing facilities described as:

Venice Wellfield Park, Soccer Fields No. 1, No. 2 and No. 3  
and one (1) concession building adjacent to Fields, No. 1 and No.2  
located at 1300 Ridgewood Avenue, Venice, Florida 34292

under the express terms and conditions of this Agreement.

(b) Provide routine maintenance of the Recreation Facilities and materials for grounds upkeep.

2. The User agrees to:

(a) Administer Venice Area Youth Soccer activities at said facility in a safe and professional manner.

(b) Pay any and all utility bills in connection with its use of the premises, excluding monthly charges not related to actual use.

contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

- (d) Procure and maintain, during the life of this Agreement, special form property coverage on all structures until the County takes possession and becomes the owner of each structure.
  - (e) All policies required by this Agreement are to be written on an occurrence basis and shall name Sarasota County, its Commissioners, Officers, Agents, Officials, Employees, and Volunteers as an additional insured as their interest may appear under this Agreement and shall agree to waive all rights of subrogation against Sarasota County, its Commissioners, Officers, Agents, Officials, Employees or Volunteers. The appropriate certificate of insurance is to be furnished to the Sarasota County Risk Management Division (1660 Ringling Boulevard, Sarasota, FL 34236) prior to commencement of use and within 30 calendar days of expiration of the insurance contract.
  - (f) Shall pay on behalf of or indemnify and hold harmless Sarasota County, its Commissioners, Officers, Employees, Officials, Agents and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the User arising out of or in any way connected with the terms of this Agreement. This section will extend beyond the term of the Agreement.
  - (g) Maintain any and all improvements that in the opinion of County are for the primary benefit of User. (i.e. fenced enclosure and racks, etc.)
  - (h) Any improvements will be subject to reviews and approval in writing by Sarasota County Parks and Recreation of final plans, as well as securing any required building permits, etc.
  - (i) Pick up all litter, trash, and debris that may be accumulated during activities involving the User and/or sponsored activities and perform clean up in accordance with Sarasota County Mandatory Recycling Ordinance No. 97-130, Section 106.
  - (j) Promote Sarasota County Ordinance No. 2000-076 designating athletic ballfields to be Smoke Free & Tobacco Free areas. Stress the importance of this ordinance to participants and spectators alike.
3. User warrants, represents and confirms to County, that it is a not for profit corporation organized and existing under the laws of the State of Florida. User shall not use the Premises for any purpose other than that of promoting community interest and welfare. The use of the premises shall be limited to athletic practice and games, meetings, clinics, and demonstrations, and other uses necessary and incidental thereto. No member of the public shall be arbitrarily excluded from membership in the

organization, nor arbitrarily prohibited from reasonable use and access to the Premises.

4. User is not permitted to assign or sublet the Premises or any portion thereof without prior written consent of County. County may withhold said consent for any reason whatsoever.
5. User shall obtain the prior written approval from the General Manager of Parks and Recreation and consent of County before making any improvements, additions or alterations to said premises. Said approval by County shall not constitute a waiver of permitting requirements contained in any Sarasota County Ordinance. All improvements, additions or alterations made by User shall become the property of Sarasota County and remain upon the Premises and be surrendered with the Premises at the termination of the Agreement.
6. User shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and city government, where applicable, and of any and all departments and bureaus with regard to the use of the Premises, shall take such action as necessary to prevent and correct any nuisance or other grievances in, upon, or connected with the use of the Premises during the term of this Agreement, and shall also comply promptly with all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires, all of the same to be done at the sole expense of User. County reserves the right to promulgate such reasonable rules and regulations relating to the use of the Premises as County may deem appropriate and for the best interest of the public.
7. County or any of its agents or employees shall have the right, upon reasonable notice, to enter upon the Premises at any time during the term of this Agreement to examine same for any purpose whatsoever.
8. User agrees to pay the cost of any legal proceedings, including all attorney's fees and costs, which are incurred by County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.
9. The rights of County under this Agreement shall be cumulative and the failure of County to exercise promptly any right hereunder shall not act to forfeit any of those rights.
10. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other six months' notice in writing.
11. User shall furnish to the County an annual report of its activities upon the uses of the concerned premises, including therein a brief statement of the services or facilities which it has provided or made available on said premises for the use and enjoyment of

the general public, together with a statement of the approximate number of residents of Sarasota County or others who have used said premises. Said report shall also contain such further information as the County may reasonably require.

12. User shall furnish to the County a schedule of events which will include the number of fields, days and times of play, and leagues to be offered and this schedule shall be mutually agreed upon in writing before each new season begins.
13. The County shall have the right to use the Premises for recreational/sports activities during those times when the User is not using the Premises.
14. The County shall have the right to use the premises for purposes determined to be beneficial to the community and the County will notify the User in writing of such an event at minimum 30 days prior to said event.
15. Except as otherwise provided herein, all notices required or permitted under this Agreement shall be made in writing and shall be deemed given and served when deposited in the U.S. Mail, postage prepaid and certified and directed to the following addresses:

For the County:

South Park District Manager  
Sarasota County Parks & Recreation  
6700 Clark Road  
Sarasota, FL 34241

For the User:

Mike Lasorso, President  
Venice Area Youth Soccer Association  
450 Morningside Road  
Venice, FL 34293

The parties may change their respective addresses by giving written notice of such change.

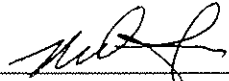
16. This Agreement contains and embodies all the representations, covenants, and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.
17. User assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.
18. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
19. User shall allow access to its records during normal business hours to the County, its employees and agents.

20. All rights of User under this Agreement shall be subject to that certain Recreational Facilities Interlocal Agreement dated November 17, 1992 between County and the City of Venice, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

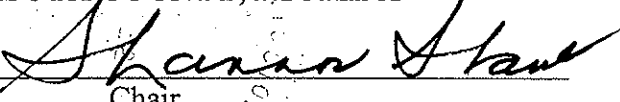
**ATTEST:**

Venice Area Youth Soccer Association

By:   
Mike Lasorso, President

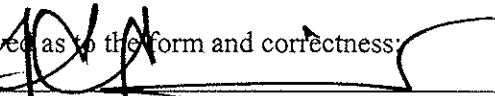
By:   
Mike Bartlett, Treasurer

**BOARD OF COUNTY COMMISSIONERS OF  
SARASOTA COUNTY, FLORIDA**

By:   
Chair

**ATTEST:**  
KAREN E. RUSHING, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of Sarasota County, Florida

By:   
Deputy Clerk

Approved as to the form and correctness:  
By:   
County Attorney TRW

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

CSR CF  
FLORI-6DATE (MM/DD/YY)  
08/07/02

## PRODUCER

Bollinger, Inc.  
830 Morris Turnpike  
St. Hills NJ 07078-5000  
Pl. e: 800-526-1379 Fax: 973-921-2876

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Florida Youth Soccer  
Association  
8034 Sunport Dr, Suite 404  
Orlando FL 32809

## INSURERS AFFORDING COVERAGE

INSURER A: Markel Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	3602AH243048	09/01/02	09/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl Participants				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 3,000,000
	POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	3602AH243048	09/01/02	09/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS: OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All operations of the Florida Youth Soccer Association and their registered members. The Certificate Holder is named as an additional insured with respect to the liability coverage. Certificate issued on behalf of Sarasota United Soccer Assn

## CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

Sarasota County Parks & Recreation  
ttn: Sandra Burton  
700 Clark Road  
Sarasota, FL 34241

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of June, 1986  
by and between Venice Area Youth Soccer Association,  
hereinafter referred to as the "User" and the County of Sarasota, Florida, a  
political subdivision of the State of Florida, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, the User and County are mutually interested in and concerned with  
providing and making available recreation programs, activities and facilities  
for the use and benefit of the people of Sarasota County, Florida; and

WHEREAS, the County operates the property and facilities located \_\_\_\_\_  
Wellfield Park, Venice, Florida

\_\_\_\_\_ and

WHEREAS, the User desires to conduct soccer  
activities and make improvements as approved by the County.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The County agrees to:

(a) Allow the use of the land as described and existing facilities under  
the express terms and conditions of this Agreement.

(b) Provide routine maintenance of the Recreation Facilities materials for  
grounds upkeep, and litter pick-up, (other than those improvements as set forth  
in Paragraph 2.d.).

2. The User agrees to:

(a) Administer activities at said facility in a safe and professional manner.

(b) Pay any and all utility bills in connection with its use of the premises,  
excluding monthly charges not related to actual use.

(c) Obtain and pay for liability insurance in the sum of not less than  
\$100,000/\$300,000 insuring the User, and County from any and all liability,  
resulting from any act of the User, its agents, servants, employees, members,  
directors and officers, said insurance being required by the County. A copy of  
said insurance policy is to be furnished to the County, together with all renewal  
certificates thereof. The User shall annually confirm by letter to the County  
the existence of insurance coverage required by this Agreement; said letter to  
be mailed to the Clerk to the Board of County Commissioners with a copy to the  
Director of Parks and Recreation. The User does hereby agree to indemnify and  
to hold the County harmless from any and all claims or liability from whatever  
source whatsoever resulting from the use by the User of the above described  
premises.

(d) Maintain any and all improvements that in the opinion of the County are for the primary benefit of the User (i.e. pressboxes, storage buildings for User-owned equipment, concession stands).

3. The User shall not use the said premises for any purpose other than that of promoting community interest and welfare in accordance with Section 125.38, Florida Statutes. The use of said premises shall be limited to youth athletic practice and games, meetings, clinics, and demonstrations, and other uses necessary and incidental thereto. No member of the public shall be arbitrarily excluded from membership in the Venice Area Youth Soccer Association organization, nor arbitrarily prohibited from reasonable use and access to the concerned premises.

4. The User shall obtain the prior written approval and consent of the County before making any improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be made shall become the property of the County and remain upon the premises and be surrendered with the premises at the termination of this Agreement.

5. The User shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government where applicable, and of any and all departments and bureaus with regard to the said use of the premises, and shall further take such action as is necessary to prevent and correct any nuisance or other grievances in, upon or connected with the use of said premises during the term of this Agreement, and shall also comply promptly with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, all of the same to be done at the sole expense of the User.

6. The County or any of its agents or employees shall have the right to enter upon the said premises at any time during the term of this Agreement to examine same for any purpose whatsoever.

7. The User agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.

8. The User shall have the privilege of erecting, building and fixing or placing any improvements in and upon the said premises provided permission in writing is obtained from the County.



9: The rights of the County under this Agreement shall be cumulative and the failure of the County to exercise promptly any right hereunder shall not operate to forfeit any of those rights.

10. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other 6 months notice in writing.

11. The County shall be granted the use of the property for recreation activities through mutual agreement with the User at times when the User is not utilizing the facilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day, and year first above written.

ATTEST:

By:

  
Karen J. Schrandt  
Secretary

By:

  
Wayne A. Schrandt  
President

ATTEST:

SARASOTA COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By:

  
Randall E. Cole  
Deputy Clerk

By:

  
Jim Greenwood  
Chairman

The Foregoing Recreation Facility Use Agreement is hereby approved as to the form and execution:

Dated:

5-27-86

By:


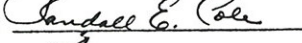
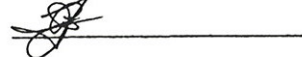
  
County Attorney

Risk Mgr.

Finance Off.

Legal Dept.

APPROVED

COUNTY OF SARASOTA

INTER OFFICE MEMO

# 11

TO: Ed Maroney, County Administrator

FROM: <sup>gwk</sup> James W. King, Superintendent of Recreation

THRU: <sup>WR</sup> Walter J. Rothenbach, Jr., Director Parks & Recreation

DATE: June 3, 1986

SUBJ: RECREATION FACILITY USE AGREEMENT (CONTRACT 86-16) VENICE AREA YOUTH SOCCER ASSOCIATION

JUN 1986

Attached are nine copies (one original) of the Recreation Facility Use Agreement as executed by the President and Secretary of the Venice Area Youth Soccer Association for use of the Wellfield Complex in Venice.

The attached agreement has been approved by the Risk Manager, Finance Officer and Legal Department.

It is therefore my recommendation that the Board of County Commissioners formally approve the agreement.

st



Approved by BCC  
6-17-86  
[Signature]

[Signature]