

RESOLUTION NO. 2016 - 221

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING USE OF A TEMPLATE FOR DRAFTING RECREATION FACILITIES AND ATHLETIC FIELD USE AGREEMENTS; AND, SUBJECT TO LEGAL REVIEW, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE SUCH AGREEMENTS ON BEHALF OF THE COUNTY .

RECITALS

WHEREAS, St. Johns County (County) recognizes the value of the programs offered to local residents by well-established athletic associations/leagues; and

WHEREAS, the County Parks and Recreation Department has recommended formalizing this recognition by entering into a Recreation Facilities and Athletic Field Use Agreement with participating youth sports providers; and

WHEREAS, the proposed agreements will set forth the terms and conditions regarding non-exclusive use of County owned facilities and fields by associations/leagues that locally carry out youth sports events and activities; and

WHEREAS, in order to more efficiently enter into such agreements, the County Parks and Recreation Department further recommends using the attached template to detail the relationship between the County and local associations/leagues;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as legislative finds of fact.

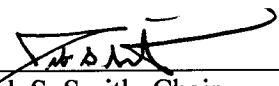
Section 2. The Board hereby approves the form and format of the attached template for use to set forth the terms and conditions for non-exclusive use of County owned facilities and fields by associations and leagues that locally carry out youth sports events and activities.

Section 3. Subject to legal review, the County Administrator, or designee, is hereby authorized to execute each Recreation Facilities and Athletic Field Use Agreement drafted in substantially the same form and format at the attached template.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2016.

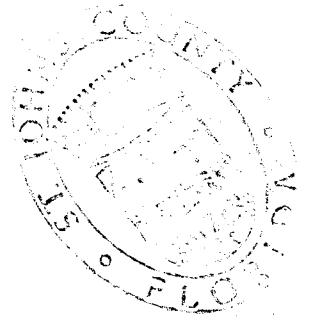
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/21/16



**ST. JOHNS COUNTY
RECREATIONAL FACILITIES AND ATHLETIC FIELD USE AGREEMENT
YOUTH SPORTS PROVIDER**

THIS AGREEMENT (Agreement) is made and entered into this _____ day of _____, 20____, by and between St. Johns County (hereinafter referred to as “County”), a political subdivision of the State of Florida, with Park and Recreation Department administrative offices located at 2175 Mizell Road, St. Augustine, Florida, and _____, a non-profit community youth sports association (hereinafter referred to as “Association”), or a non-profit youth sports league (hereinafter referred to as “League”). In consideration of the mutual covenants and promises contained herein, it is hereby agreed:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions regarding non-exclusive use of County-owned recreational facilities and athletic fields by the Association/League to carry out youth sporting events and activities. It is expressly noted that authority to grant or approve use of the recreational facilities and athletic fields described herein rests solely with the County.
2. **Exhibits.** The following exhibits and schedules (collectively “Exhibits”) are an integral part of this Agreement and are deemed incorporated herein by reference. In case of any inconsistency or conflict among the provisions of this Agreement and the provisions contained in any of the Exhibits, then the provisions of this Agreement shall control. The Exhibits are:
 - a. Exhibit A- *Athletic Facilities Use Policies and Procedures*
 - b. Exhibit B- *Field Use Permit Application and Hold Harmless Agreement*
 - c. Exhibit C- *Concession Stand Use Agreement*
3. **Term.** The County hereby grants Association/League the non-exclusive use of its recreational facilities and athletic fields to conduct games, practices and events for a term beginning on {insert date} (Effective Date), and unless earlier terminated as provided herein, continuing through and until {insert date} (Expiration Date).
4. **Termination.** Either the County or the Association/League may terminate this Agreement with or without cause by providing no less than thirty (30) days prior written notice to the other party.
5. **Fees.** Association/League shall pay all applicable fees as provided in the St. Johns County Annual Fee Schedule within thirty (30) days prior to final registration for the sports season. Such registration deadlines will be provided in advance by the St. Johns County Parks and Recreation Department. It is expressly understood that Association/League shall not subcontract or otherwise collect funds for use of any County-owned recreational facility or athletic field.
6. **Scheduling.** While County and Association/League agree to work in good-faith to resolve any scheduling conflicts, County expressly reserves the right to prioritize and schedule events, activities and use of the recreational facilities and athletic fields described herein.
7. **Concessions.** Concession amenities located at each recreational facility and athletic field are the sole property of the County, and shall not be moved, removed, altered or operated for individual or personal use.
 - a. To the extent Association/League is required to secure and maintain any license, permit, certification or approval in order to provide concessions and/or use and operate any concession amenities, the Association/League, at its sole cost and expense, shall secure and maintain such license, permit, certification or approval in accordance with applicable local, state or federal law for the full duration of this Agreement.

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- b. Association/League shall at all times operate and maintain the concession amenities in a clean and safe manner.
 - c. Prior to use, the County shall inspect and approve the use of all electrical appliances by the Association/League.
 - d. Association/League shall be liable for any damages or losses associated with or resulting from its use of the concession amenities.
 - e. Failure to comply with the requirements set forth in this paragraph shall constitute cause for immediate termination of this Agreement by the County.
8. **Improvements, Maintenance and Repair.** County will be responsible for routine maintenance and repair of each recreational facility and athletic field.
- a. Association shall exercise reasonable care in maintaining recreational facilities and athletic fields during its use. Examples of such care include, but are not limited to clearing trash/debris from playing areas, filling holes, lining fields and dragging fields.
 - b. Association/League shall have a duty to promptly notify County of any condition of disrepair discovered during its use of any recreational facility or athletic field.
 - c. Association/League shall not conduct any repairs unless expressly approved by the County in advance.
 - d. Association/League shall make no improvements to any recreational facility or athletic field.
 - e. Association/League shall be liable for all damages to any recreational facility or athletic field caused by its negligent or reckless use thereof.
 - f. Association/League shall be responsible for payment to the County for any staffing required at the rate of pay, including any applicable overtime, as worked by the County employee/s provided. Requests for staff services shall be made in advance and the hourly rate and amount of hours to be worked provided to the Association/League in advance.
9. **Inclement Weather.** In the event of inclement weather conditions, the St. Johns County Parks and Recreation Director, or designee, shall be expressly authorized to postpone, delay or cancel activities or events in the interest of public safety and the well-being of participants and spectators.
10. **Background Screenings.** In accordance with section 943.0438, F.S. (as it may be amended), at its sole cost and expense, Association/League shall conduct an annual background screening of each athletic coach (and official as applicable) participating in any activity or event conducted at a County-owned recreational facility or athletic field.
- a. No person shall be authorized to participate in games, practices or events as an athletic coach, assistant coach (or other official as applicable), unless a background screening has been conducted that does not result in disqualification as described in the St. Johns County Recreation and Parks Department Child Safety Policy for Youth Sports.

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- b. On or before *{insert date}* of each year, the Association/League shall provide to the Parks and Recreation Department a notarized statement that includes the names of all coaches, assistant coaches and other officials as applicable, attesting that:
 - i. each has been approved pursuant to the annual review as required in section 943.0438, F.S.;
 - ii. there are no other coaches, assistant coaches or other officials for the Association/League who are not included on the list;
 - iii. all new coaches, assistant coaches or officials shall be subjected to the background screening required under section 943.0438, F.S. before participating in any game, practice or event; and the names will be submitted to the Parks and Recreation Department within five (5) days of approval of the background screening.
- c. The League/Association shall timely comply with any additional requirements for background screenings that may be imposed by the County during the term of this Agreement.
- d. Upon request, the results of any background screening shall be provided to the County. The County expressly reserves the right to disqualify any coach, assistant coach or other official based upon the results of the background screening. The County further reserves the right to conduct random background screenings of each coach, assistant coach or official to insure compliance with terms and conditions contained in this paragraph.

11. **Coach Certification.** All Association/League coaches (and officials as applicable) shall be certified by a nationally recognized organization prior to participating in any athletic activity or event governed by the terms and conditions of this Agreement. Proof of such certification for each coach (and official as applicable) shall be provided to the County prior to the start of each sporting season. Subject to the sole discretion of the St. Johns County Parks and Recreation Director, or designee, failure to comply with the requirements contained in this paragraph may disqualify a coach (or official as applicable) from participating in all athletic activities and events governed by the terms and conditions of this Agreement.

12. **Education, Policies and Practices.** Must develop and retain records of educational communication given to coaches, parents, players, board members and spectators through all available means (including organization websites) the following documents:

- a. **Sportsmanship Code of Conduct-** Must adopt and communicate a Sportsmanship code of conduct emphasizing positive expectations clearly identifying unacceptable behaviors such as bullying, berating players, coaches, officials; use of vulgar language; and inappropriate behavior. The code of conduct will promote fair play, respect for the game and graciousness in losing or winning. The code shall include an implementation plan and enforcement procedures to include
- b. **Concussion Education, Policies and Practices-** must adopt and educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury. It must require the parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including the risk of continuing to play after concussion or head injury, each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth's candidacy for an athletic team in the Association/League. It must require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity, and the receipt of medical clearance by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions to resume.

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- c. Must establish an accountability procedure and disciplinary process to remove anyone who does not abide by the organization or County park policies and procedures.
- d. Shall adopt a positive coaching recruitment policy that encourages the recruitment and selection of qualified women and men as coaches, volunteers and administrators free or discrimination.

13. **Required Documentation for Use of Facilities and Athletic Fields.** Within thirty (30) days of the execution of this Agreement, Association/League shall provide to the County, which shall be maintained on file with the St. Johns County Parks and Recreation Department, the following documentation listed below. Association/League shall have a continuing duty to update such information by no later than {insert date} of each year, or as otherwise required by the County.

- a. A list of Association/League board members with current contact information;
- b. Evidence of active non-profit status in the State of Florida;
- c. Evidence of membership in a national youth organization;
- d. A list of all coaches and assistant coaches with current contact information;
- e. Team rosters;
- f. Proof of Insurance as described within the Agreement.
By no later than {insert date}, a notarized statement regarding background screenings as provided in paragraph 10 of this Agreement.
- g. Upon request, completed and signed applications submitted by all officials, coaches and volunteers subject to background screenings.
- h. By no later than {insert date}, a schedule of games, practices and events. Changes to the schedule should be submitted to the Parks and Recreation Department no less than 48 hours in advance.

14. **Compliance.** Association/League shall abide by, and comply with all applicable laws, rules, regulations, ordinances, orders, and policies, of the County, the State, and the Federal governments. Failure to do so shall result in immediate termination of this Agreement by the County.

15. **Indemnification.** Association/League shall indemnify, defend, and hold County harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees, suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of, directly and/or indirectly), Association's/League's performance of this Agreement and its negligent or intentional acts or omissions associated with the above-noted actions or activities. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by Association/League, pursuant to this Agreement, or otherwise. This provision regarding indemnification shall survive expiration, or early termination of this Agreement.

16. **Insurance.** The Association/League shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Association/League from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations be by the Association/League or by anyone directly employed by, contracting with, or volunteering for the Association/League. The policy must have a non-exclusion clause for sexual abuse and molestation or a separate sexual abuse and molestation policy must be purchased with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

The Association/League shall not commence use of the facility under this agreement until all insurance required under this section has been submitted for approval to the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificate(s) shall clearly indicate the Association/League has obtained insurance of the type, amount, and classification as required by the

agreement and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage where permitted by law. Compliance with the foregoing requirements shall not relieve the Association/League of its liability and obligations under this agreement.

Certificate Holder/ Additional Insured Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

17. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of, or modification to, the County's limitation of liability as provided in section 768.28 of the Florida Statutes.
18. **Notice.** All notices County shall be delivered either by hand (receipt of delivery required), or by certified mail to: {insert contact information}. All notices to Association/League shall be delivered either by hand (receipt of delivery required), or by certified mail to: {insert contact information}. All other correspondence, not classified as notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, such as faxing or e-mailing.
19. **Public Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
20. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
21. **Non-Discrimination.** Association/League shall not preclude participation in activities and events conducted at County-owned recreational facilities and athletic fields based upon the grounds of race, color, national origin, disability, age or sex.
22. **Relationship of the Parties.** This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between County, and Association/League.
23. **No Third Party Beneficiaries.** Both County and Association/League explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
24. **Effect of Failure to Insist on Strict Compliance.** Failure by the County to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy afforded to the County.
25. **Assignment.** Association/League shall not assign, transfer or sell any of the rights or privileges noted in this Agreement without express, written approval by County. Any assignment of the rights or privileges noted herein without the express, written approval of the County shall be void and of no legal effect, and shall constitute cause for termination of this Agreement by the County.
26. **Amendments.** This Agreement constitutes the complete agreement and understanding of the parties. Any extension of, or change, revision, modification, or amendment to this Agreement shall be in writing and executed by duly authorized representatives of each party.
27. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable,

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and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

- 28. *Authority to Execute.* Each party covenants to the other party that it has the lawful authority to enter into this Agreement, and that the undersigned has been duly authorized to execute this Agreement.
- 29. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives on the dates indicated below:

COUNTY

ASSOCIATION/LEAGUE

Signature

Signature

By: _____
Print Name/Title

By: _____
Print Name/Title

Date: _____

Date: _____

ATTEST: Hunter S. Conrad, Clerk of Court

Deputy Clerk

Legal Review:

Office of County Attorney

EXHIBIT A



St. Johns County Board of County Commissioners

Parks & Recreation Department

St. Johns County Parks and Recreation Department

I. Title

Athletic Facility Use Policies and Procedures

II. Effective Date July, 2016

Revised -

III. Reference

St. Johns County Parks Ordinance 2005-114

St. Johns County Annual Fee Schedule as adopted by the Board of County Commissioners

IV. Introduction

St. Johns County Parks and Recreation Department is committed to providing life enhancing experiences to inspire, educate and promote a healthy community for our citizens. We strive to provide meaningful recreational and leisure opportunities through program offerings and the provision of parks, special use areas and facilities. We strive to create a positive relationship between staff, volunteers, partnerships and the public through mutual respect.

The St. Johns County Parks and Recreation Department supports local athletic associations and leagues that provide recreational opportunities for the youth and adults in the community by providing adequate field space to meet their needs.

V. Purpose

The purpose of the Athletic Facility Use Policies & Procedures Manual is to define the users of St. Johns County parks and to provide guidelines on the appropriate use of County property by athletic associations, recreational leagues, travel/development teams, groups, and individuals. The St. Johns County Parks and Recreation Department reserves the right to modify this policy as needed.

VI. Organization Classifications

A. Partner associations - These associations provide athletics programs to the residents of the St. Johns County that support the recreational goals of the St. Johns County Parks and Recreation Department. These partner associations are promoted by the Parks and Recreation Department and serve as stewards of the County.

1. Each association must meet sanctioning requirements and all of the following criteria:

- Have a proven track record of successfully providing recreational youth sports programming within St. Johns County for five (5) or more years.
- Must be a 501(c)3 nonprofit organization.
- All sports within the partner organization will follow the customary two season criteria:

- Spring season - January through May
- Fall season - August through November

Scheduling of facilities outside these months but be submitted in writing to the area supervisor and approved by the Department Director, or designee.

- Must enter into a user agreement with St. Johns County.
 - 2. Partner Association customarily offer two types of programs:
 - a) Partner Association Recreational Leagues –
 - All participants are St. Johns County residents.
 - All programs offered are considered affordable to participants and families.
 - Participation is not skill based.
 - b) Partner Association Development/Travel Teams –
 - The majority of participants are St. Johns County residents.
 - Participation is skill based.
 - The schedule is comprised of most tournament play.
 - Fees may include coaching fees, tournament registrations, etc.

B. The “Group” classification collectively refers to individuals, vendors, businesses, tournament hosts, etc. All users not classified as a partner association league or team will fall into this category.

VII. Permissive Use

Recreational games, tournaments, festivals and instructional programs are permissible activities within St. Johns County park facilities. Activities not included in, or inconsistent with these uses, including commercial businesses/vendors/individual dba’s. Refer to St. Johns County Parks Ordinance 2004-115.

Requests to reserve a facility by any group, other than a partner association, must be submitted using the Facility Use Permit Application.

VIII. Athletic Facility Schedule Management

Anyone requesting use of athletic facilities must submit a completed Facility Use Permit Application, a signed hold harmless agreement and provide proof of insurance per the application. The only exception to this policy is for Partner Associations that have a user agreement on file.

The area supervisor is authorized to grant approval for facility usage and to schedule athletic facilities in accordance with the policies established within this document. The area supervisor maintains a schedule for use of assigned facilities. Every effort will be made to provide fair distribution of the field space which will be determined by availability and field conditions.

- A. County athletics facilities will be made available outside of regularly scheduled activities and/or commitments. Priority will be given in this order:
 - 1. St. Johns County Sponsored/Hosted Activities - These activities are promoted, planned and staffed by St. Johns County. Programs may be offered by the Department or in collaboration with an established outside provider.
 - 2. St. Johns County partner association recreational leagues and teams

3. St. Johns County School District sanctioned organizations.
 4. Requests from any other type/organization/entity group will be granted by the area supervisor based on availability.
- B. Newly established associations/leagues/teams that intend to use St. Johns County facilities must notify the Recreation and Parks Department Director, or designee, in writing, no less than (3) months prior to the start of the new season. A Facility Use Permit Application must be submitted and include the proposed practice schedule, name of the complex, requested field name(s)/number(s), season start and end dates. The request will be considered on a first come first serve basis based on availability.

IX. Facility Use Requests and Fees

- A. All associations, leagues, teams, and groups must meet all requirements listed below:
- o Meet the requirements of the sport's sanctioning body/organization, and be in good standing.
 - o A Facility Use Permit Application must be submitted and include a signed Hold Harmless Agreement and a certificate of liability insurance for the term of the activity, naming St. Johns County Board of County Commissioners as additional insured. The application must include the proposed practice schedule, name of the complex, requested field name(s)/number(s), and season start and end dates. Blanket athletic facility field requests will not be accepted.
 - o Provide a copy of the Tax Exempt Certification form.
 - o Provide representation at all Association/League meetings hosted by St. Johns County Parks and Recreation Department.

B. Fees

Fees shall be applied as defined in the St. Johns County Annual Fee Schedule (attachment A), and collected within thirty (30) days of final registration for the sports season. Such registration deadlines will be provided in advance by the St. Johns County Parks and Recreation Department.

X. Organization Requirements

- A. At the close of registration the users must provide a team roster that includes the players first and last names, address, zip code, parent email address and coaching information to the area supervisor. A permit will be issued once the schedule has been approved. The organization must submit a finalized practice and game schedule that includes the name of the team, coaches contact information and practice location, field designation, days and times. Notification to the area supervisor is required for any changes to the practice and/or game schedule. Weekly updates can be mailed directly to the area supervisor. Reserved field space found to be unused will be released for use by another organization using the guidelines detailed above.
- B. The organization may not sublet field space or other facility to another organization or entity. The organization may not sponsor any other group or organization for the purpose of altering the organization's classification or fee schedule. The organization shall not collect funds for use of any County-owned recreational facility or athletic field.
- C. Must identify and share with all coaches who is responsible for the activation and deactivation of facility lights. Must communicate the importance of lights being turned off when not in use to ensure all users are good stewards of tax dollars.

- D. All accidents/injuries must be documented using the sanctioning body form or the County's incident report. The reports must be maintained for a minimum of four (4) from the date of the event. All incidents involving significant injury (more than first aid), property damage, or disruptive behavior involving a participant, volunteer, or patron to the facility must be documented and reported to the area supervisor.
- E. Parents, coaches, officials, fans, players and administrators must be free of drug, tobacco, alcohol and performance enhancers while participating in youth sports activities and while on county property.
- F. Must develop and communicate to coaches, parents, players, board members and spectators through all available means (including organization websites) the following documents:
 - 1. Must adopt and communication a Sportsmanship code of conduct emphasizing positive expectations clearly identifying unacceptable behaviors such as bullying, berating players, coaches, officials; use of vulgar language; and inappropriate behavior. The code of conduct will promote fair play, respect for the game and graciousness in losing or winning. The code shall include an implementation plan and enforcement procedures to include
 - 2. Must establish an accountability procedure and disciplinary process to remove anyone who does not abide by the organization or County park policies and procedures.
 - 3. Shall adopt a positive coaching recruitment policy that encourages the recruitment and selection of qualified women and men as coaches, volunteers and administrators free or discrimination.
 - 4. Ensure all coaches and volunteers meet the guidelines listed below and document all training received.

G. Requirements for Coaches and Volunteers

1. Background Screening

All youth sports coaches and staff must be cleared through a background check in accordance with Florida law.

FS 943.0438 mandates athletic associations to, "Conduct a level 1 background screening pursuant to s. 435.03 of each current and prospective athletic coach. The authority may not delegate this responsibility to an individual team and may not authorize any person to act as an athletic coach unless a level 1 background screening is conducted.... Level 1 background screenings shall be conducted annually for each athletic coach. The complete Florida Statute can be online here: <https://www.flsenate.gov/Laws/Statutes/2015/943.0438>.

The organization will select a background screening vendor of their choosing and provide the site supervisor with a list of cleared volunteers no less than ten (10) days prior to tryouts and/or start of season.

The County will periodically audit the list of approved coaches and volunteers and reserves the right to deny any coach/volunteer the opportunity to participate based on the information revealed in a background screen. The area supervisor will periodically engage coaches during activities to verify status.

2. Training:

All coaches and volunteers must receive the following training:

- o Be trained in safety/injury prevention and first aid; conditioning; hydration and nutrition; teaching proper sport techniques; including all children; child abuse

prevention; the emotional needs of children; and drug, alcohol and tobacco prevention.

- Be provided information about recognizing symptoms of child abuse and neglect and understand reporting procedures and requirements.
- Receive training on conflict resolution and additional resources to assist in ensuring positive communication between coaches and parents.
- Be trained on the organization's sportsmanship code of conduct.
- Coaches are to use and apply proper principles of conditioning.
- Coaches must report all accident/injuries using the forms listed above. Hazards on the property must be reported to the organization designee or site supervisor immediately.

H. Failure to meet these criteria will result in termination of the agreement/revocation of permitted field use and loss of access to the athletic facility.

XI. Athletic Field Lights

Lights and their usage are paid for by the St. Johns County Board of County Commissioners; therefore the County reserves the right to control light usage in an effort to manage the costs. Requests for lights shall be provided to the area supervisor in writing no later than Friday the week before the lights are needed. Lights are set in 15 minute intervals.

The following should be considered when making a request for lights:

- Carefully consider the time and dates being requested. Ensure that use of the facility will occur during the time requested. Fields not being used with lights on is wasteful spending. All coaches and volunteers are to make every effort to notify the proper
- Include time for patrons to safely enter and depart the facility, including all parking areas.
- When an extension is needed beyond the time requested the site supervisor shall be contacted 30 minutes prior to the scheduled "off-time." Once lights go off they cannot be turned back on for 15 minutes.
- Lights must be turned off when not in use. Each organization can opt to give one or two people the authority to call or text the area supervisor to shut the lights off. Partner associations may designate one person direct access to shut the lights off. This will be arranged with the area supervisor at the start of the season.

XII. Severe Weather

If a weather event occurs, or is approaching, Recreation and Parks staff will make a determination to close fields. If County staff is not present, it is the responsibility of the association/group representative and officials to decide whether or not conditions will endanger the safety of the participants or if the activity will have an adverse effect on the field/facility. Participant and patron safety is paramount. Once a determination has been made play should cease and participants should be moved to a safe location.

XIII. Tournaments

A. Requests for tournament space must be made by submitting a Facility Use Permit Application to the site supervisor no less than 3 months prior to the event. Requests will not be considered until:

- A signed Hold Harmless Agreement has been submitted and proof of insurance, including additional insured endorsement, is submitted and approved as required in the Facility Use Permit Application.

- All stipulated requirements as determined by the County Recreation and Parks Department are met.
 - Field use has been approved by the area supervisor and Maintenance Supervisor.
 - All fees are paid, as determined by the Board of County Commissioners annually.
- B. Once approved, the tournament host must provide a tournament schedule to the area supervisor two (2) days prior to the start of the event.
- C. Tournament Maintenance Staffing
- Staffing needs for the tournament will be determined by the Maintenance Superintendent, or designee and communicated in advance to the tournament host.
 - Maintenance staff from the St. Johns County Parks and Recreation Department will manage trash removal, drag and/or line fields, and address all safety issues as related to the facility and playing area.
 - (((Fee arrangement explained here.)))
- D. The Tournament Director:
- Will coordinate all aspects of the tournament with area supervisor(s) and maintenance staff.
 - Will make arrangements to have a dumpsters delivered and removed from the tournament site and coordinate the delivery, set up, and removal of portable restrooms when requested.
 - The Tournament director will be responsible for player and patron safety as related to activities and facility use for the event.
 - Shall provide assistance to County staff as requested.
- E. Facilities cannot be altered in anyway without prior written consent of the St. Johns County Recreation and Parks Maintenance Superintendent, or designee.
- F. Failure to comply with all of these requirements will result in forfeiture of future tournaments and usage.

XIV. Field Closures

- A. Field access may be limited at various times throughout the year. All parks close at dusk unless lighted. The following is a sample of issued that would result in field/facility closure:
- Fields are too wet or muddy for maintenance and/or safe play.
 - Severe weather conditions (current or forecasted).
 - Electrical or mechanical systems not working properly.
 - Emergency repairs and/or extensive maintenance issues.
 - Regular field maintenance, as scheduled by the Maintenance Supervisor. Field use on renovated fields will be monitored to insure proper growth and to keep fields in safe condition.
- B. All repairs to damaged fields/facilities will be the financial responsible of the offending Association/League.



St. Johns County Board of County Commissioners

Parks & Recreation Department

**FIELD USE PERMIT APPLICATION
&
HOLD HARMLESS AGREEMENT**

While County and Association/League agree to work in good-faith to resolve any scheduling conflicts, County expressly reserves the right to prioritize and schedule events, activities and use of the recreational facilities and athletic fields. It is expressly noted that authority to grant or approve use of St. Johns County recreational facilities and athletic fields rests solely with the County.

JULY 19, 2016

ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT
2175 MIZELL ROAD ST. AUGUSTINE, FL 32080

FIELD USE PERMIT APPLICATION

1. Please complete a separate application for recreational and travel programs.
2. All REQUESTS are subject to county approval.
3. The county reserves the right to allocate field space to ensure that the needs of the community are being met.
3. **Field space is not confirmed until a permit has been issued.**
4. The County reserves the right to close fields/facilities if necessary.
5. Fees are set by the Board of County Commissioners annually or as amended throughout the year and are non-negotiable.
6. Payments are non-refundable.
7. Athletic Facility Use and League Policies Procedures Manual must be followed.

APPLICANT INFORMATION

Association/League/Team Name:

Contact:	Title:	Phone:
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Address:

City:	State:	ZIP Code:
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Date:	Email:	Website:
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Check one: Recreational Sports Travel Try Outs Camps/Clinics Tournament Instruction Other:

Check one: Baseball Basketball Football Lacrosse Soccer Softball Tennis Frisbee Kickball Flag Football Cricket Pickle ball Rugby Wrestling Other (Please specify.):

ATHLETIC FACILITY REQUESTED

- Aberdeen Park 1401 Shetland Drive, St. Johns, 32259
- Al Wilke Park & Community Center 6140 Main St., Hastings, 32145
- Collier Blocker Puryear 10 North Holmes Blvd., St. Augustine, 32084
- Cornerstone Park 1046 A1A North, Ponte Vedra, 32082
- Davis Park 210 Davis Park Road, Ponte Vedra, 32082
- DeLeon Shores Park 9 Dolphin Blvd. E., Ponte Vedra, 32082
- Durbin Crossing Park 345 Islesbrook Parkway, St. Johns, 32259
- Fruit Cove Middle School 3180 Race Track Road, St. Johns, 32259
- Gamble Rogers Middle School 6250 US 1 South, St. Augustine, 32086
- Joe Pomar Park 1600 Masters Dr., St. Augustine, 32084
- Julington Creek Plantation Park 3060 Racetrack Road, St. Johns, 32259
- Mills Fields 1805 Racetrack Road, St. Johns, 32259
- Murray Middle School 150 North Holmes Blvd. St. Augustine, 32084
- Nocatee Community Park 707 Nocatee Center Way, Ponte Vedra, 32081
- Osceola Elementary School 1605 Osceola Elementary Rd, St Augustine, 32084
- Pacetti Bay Middle School 245 Meadowlark Ln, St Augustine, 32092
- Palencia Park 405 Palencia Village Dr., St. Augustine, 32092
- R.B. Hunt Elementary School 125 Magnolia Dr, St Augustine, 32080
- Rivertown Park 200 Swamp Oak Trail, St. Johns, 32259
- Ron Parker Park 607 Old Beach Rd., St. Augustine, 32080
- St. Augustine Little League 1300 Duval St, St Augustine, 32084
- Switzerland Point Park 777 Greenbriar Road, St. Johns, 32259
- Treaty Park 1595 Wildwood Dr., St. Augustine, 32086
- Veterans Park 1332 Veterans Parkway, St. Johns, 32259
- West Augustine District Park (Solomon Calhoun) 1300 Duval Street, St. Augustine, 32084

FIELD USE PERMIT APPLICATION



St. Johns County Board of County Commissioners

Parks & Recreation Department

Hold Harmless Agreement

In further consideration of the permission extended to

(Print the name of organization/team/league/individual above this line.)

to use St. Johns County Parks and Recreation Athletic Facility/Field(s), we, on behalf of said organization, its assigns, members, and guests, do hereby remise, release, and forever discharge St. Johns County and their officers, agents, and employees, and agrees to indemnify them for and hold them harmless from and against any and all liabilities, demands, claims, and suits, losses, damages, causes of action, fines and/or judgments, including costs, and attorneys and witnesses' fees and expenses incident thereto, for injuries to persons (including property to the County) arising out of or in connection with the use of St. Johns County parks unless caused by the gross negligence or willful misconduct of St. Johns County, its agents, or employees.

Please print clearly and legibly:

Name: _____ Title: _____

Association/League/Team: _____

Street Address: _____

City: _____ State _____ Zip Code _____

Mailing Address: _____

City: _____ State _____ Zip Code _____

Email address: _____

Best telephone number to reach you: _____

By signing this release form, I attest to reading it in full, and completely understand and agree to its terms.

Signature: _____ Date: _____

FIELD USE PERMIT APPLICATION

FOR PARKS & RECREATION STAFF ONLY

Name of Association/League/Team: _____

Check one: Partner Association/League Travel Team/League St. Johns County Resident Non-Resident

Check List: Permit application Hold Harmless Agreement Signed Certificate of Insurance Tax Exempt Certificate

Practice Schedule Submitted Game Schedule Submitted Background verification for Coaches Team Roster Participation List

Total Number of Hours NO Lights: _____ X \$ _____ Per Hour (SJC Rate) = \$ _____

Total Number of Hours NO Lights: _____ X \$ _____ Per Hour Non-Resident Rate = \$ _____

Total Number of Hours LIGHTS: _____ X \$ _____ Per Hour (SJC Rate) = \$ _____

Total Number of Hours LIGHTS: _____ X \$ _____ Per Hour Non-Resident Rate = \$ _____

Total Number of Participants: _____ X \$ _____ Maintenance Surcharge Fee Youth = \$ _____

Total Number of Participants: _____ X \$ _____ Maintenance Surcharge Fee Adult = \$ _____

Maintenance Staffing Fees: \$ _____ per hour X _____ hours = \$ _____

Subtotal: \$

6.5% Sales Tax: \$

Check #

Balance Due: \$

Payment Date:

Amount Paid: \$

Make checks payable to: ST JOHNS COUNTY

Mail to address indicated below:

2175 Mizell Road St. Augustine, FL 32080

175 Landrum Lane Ponte Vedra, FL 32082

Permit is:

Denied

Approved

Permit is Approved with Conditions:

Applicant will notify the site Supervisor of scheduling and/or light schedule changes in advance.

Permit Effective Dates: _____ to _____

Supervisor Signature: _____ **Date:** _____

Email: _____@sjcfl.us **Office: 904-** _____ - _____ **Cell :** _____ - _____

EXHIBIT C

Concession Agreement for County Owned Facilities

This Concession Agreement is made this _____ day of _____ by and between St. Johns County, and the Athletic Association/League/Vendor _____ (AA/L/V). This Agreement is in addition to any existing agreements between St. Johns County and the AA/L/V concerning use of County owned facilities.

In consideration of the mutual covenants herein, the receipt and sufficiency of which we are acknowledged, the parties do agree as follows: St. Johns County agrees to provide AA/L/V with a permit to operate the concession stand located at _____ herein referred to as PARK, St. Johns County, FL for the period _____ to _____ according to the following agreed upon terms.

1. The AA/L/V shall have the right to improve the facilities in a proper and pleasing décor, subject to the prior written approval of the Parks and Recreation Director (or designee), providing further that all improvements comply with all applicable Federal, State, and County laws, rules, codes, ordinances, regulations, directives and guidelines. Such improvements shall be at the sole cost and expense of AA/L/V. The facilities shall be restored to original conditions upon termination of such permits at AA/L/V's sole cost and expense.
2. The AA/L/V shall not unplug, place anything over the coin or dollar receptacles, or otherwise tamper with the Vending Machines or any other equipment or facilities located at the PARK.
3. A representative of the AA/L/V must attend all meetings called by the Parks and Recreation Department concerning concession stands and its operation, use and maintenance. Failure to attend such meetings may result in cancellation of an existing permit or denial of a future permit for the use of the concession facilities by the County. Further, at all times, the AA/L/V shall supervise and guard against any negligence, gross negligence, willful or wanton acts while operating and conducting all activities on and at ST. JOHNS COUNTY 'S facilities and PARK referenced herein. AA/L/V hereby indemnifies and holds harmless ST. JOHNS COUNTY , its officers, employees and agents from any and all actions, suits, claims matters or other such things arising out of this Agreement including all negligence, gross negligence, willful and wanton acts of the AA/L/V, its agents, invitees and licensees or other parties of AA/L/V. The parties hereto represent that this provision is supported by adequate consideration. This provision is in addition to any other indemnification provided for in this Agreement.
4. The concession stand operating permit must be used in accordance with the days and times listed on it and must be shown upon request by St. Johns County or any other government authority having jurisdiction over the same.
5. AA/L/V shall be responsible for the conduct of those working in the concession stand and shall be solely responsible for any and all damage to the concession stand or other St. Johns County facilities and any parties as a result of its actions or inactions arising from this Agreement during their use of the facilities. Further, any concession operation shall comply with all Federal, State and local laws, rules, regulations, directives , ordinances and guidelines, codes and any other matters as it relates to operating and conducting the concessions contemplated herein.
6. AA/L/V shall perform daily cleaning and routine upkeep of the concession stand and its equipment and keep all property in a neat, clean and operating condition. The facility and equipment must be cleaned each night. No open food or dirty dishes, equipment, or other such items shall be left out. The facility must be left in the same condition existing prior to permitting use and shall at all times be properly secured.

7. AA/L/V shall comply with any St. Johns County Health Department's laws, rules, regulations, ordinances, guidelines, directives and codes with regards to the operation of concession stands and any other laws, rules, regulations, codes, ordinances, guidelines and directives whether Federal, State or local and other governmental authorities having jurisdiction over the same.
8. ST. JOHNS COUNTY shall make periodic inspections of the concession stand. A permitted use follow-up report will be issued to AA/L/V failing to comply with this Agreement. The AA/L/V will have fourteen (14) days to correct the deficiency(ies). If AA/L/V is issued two follow-up reports, the user's permit will be reviewed by the Parks and Recreation Department for action, which may include termination of the permit and/or denial of future requests for permits. The AA/L/V understands that St. Johns County may terminate the Agreement at any time, and for any reason upon providing the AA/L/V twenty-four (24) hours prior written notice of the same. St. Johns County, upon such termination shall be relieved from all liability to the AA/L/V.
9. Any concession stand permit will be invalid for any day designated a special event by the Parks and Recreation Director (or designee). Permission to operate a concession facility on such a day must be requested in advance and approved by the Parks and Recreation Director (or designee).
10. Any organization wishing to operate a concession stand, other than within St. Johns County's permanent concession buildings (i.e., a portable, self-contained unit) on park property must obtain a separate permit, in accordance with this policy, from the Parks and Recreation Director (or designee), and shall comply with all Federal, State and local laws, rules, regulations, ordinances, codes, directives and guidelines. Location of such a facility will be specified on the permit.
11. AA/L/V is not permitted to sub-contract with food or beverage vendors as a concessionaire. Further, AA/L/V shall not dump any hazardous, toxic or other foreign substances, such as, but not limited to, grease or animal fats or other such substances into sinks, toilets, pipes and other facilities. Such dumping is strictly prohibited. Disposal of such items shall be in conformance with all applicable Federal, State and local laws, rules, regulations, ordinance, codes, directives and guidelines. DEEP FRYERS are prohibited in or around St. Johns County concession stands or mobile facilities. Propane tanks are prohibited in St. Johns County concession stands for use and / or storage. Grills are prohibited from use inside a St. Johns County concession stand. Outside use of grills must implement proper safety precautions such as barriers to restrict patron access. If St. Johns County discovers prohibited equipment in concession stand, it will immediately be removed by St. Johns County staff and transported to 2175 Mizell Road, St. Augustine, FL. It may then be retrieved by AA/L/V between 8:00 a.m. to 2:00 p.m., Monday through Friday except on County holidays.
12. Sports equipment, clothing or other merchandise may not be sold from any concession facility on park property unless the same complies with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, directives and guidelines applicable to the same.
13. AA/L/V agrees to indemnify and hold harmless St. Johns County from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the AA/L/V, its agents, servants, employees, contractors, volunteers, licensee and invitees arising out of its operation under this agreement.
14. AA/L/V shall and hereby does release St. Johns County from all liability for the loss or damage of merchandise, goods, equipment or any other property whatsoever kind or for any other reason and any of his suppliers caused by fire, theft, storm, or any other reason arising from its operation under this Agreement.

15. AA/L/V shall make every effort to assist St. Johns County in keeping the areas free from debris and litter. ALL empty boxes, etc. shall be disposed of in the dumpsters provided. NO BOXES ARE TO BE PLACED IN OR AROUND THE TRASH RECEPTACLES. If Professional Extermination services are warranted it shall be the responsibility of the AA/L/V or permitted group to provide same.
16. No beer, wine or other alcoholic beverages, tobacco products, fireworks, sparklers or illegal items may be sold at any concession stand.
17. AA/L/V shall during the term of this Agreement and any extensions thereof, maintain in full force and effect such comprehensive general liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) for any one occurrence. In addition, the aggregate for bodily injury, personal injury and property damage liability and Products Liability Insurance shall be in the amount of not less than One Million Dollars (\$1,000,000.00) with such deductible acceptable to the St. Johns County Risk Management Department. AA/L/V must list the St. Johns County Board of County Commissioners as additionally insured for the date(s) of use per Agreement. The certificate holder must be listed as St. Johns County Board of County Commissioners, 2401 SE Monterey Road, Stuart, FL 34996. Further, the AA/L/V shall provide any other insurance with deductibles deemed necessary by the St. Johns County Risk Management Department. The AA/L/V represents covenants and warrants that no activities shall be conducted as a result of this Agreement until the St. Johns County Risk Management Department has approved the insurance as required herein.
18. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.
19. This agreement shall be construed in accordance with the laws of the State of Florida and should any dispute arise from this Agreement venue shall lie in St. Johns County, Florida.
20. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have retained business and legal experts to review the adequacy of the same.
21. This Agreement and the Permit may not be assigned by the AA/L/V and permitted groups.
22. Any notice required herein shall be by U.S. Mail and shall be made by Registered Mail Return Receipt Requested at the parties last know address or by such overnight service such as Federal Express evidencing receipt thereof. Notice shall be deemed given upon receipt of confirmation of delivery or if no delivery can be made or confirmed after four (4) days it shall be deemed received.

The _____ (AA/L/V) and St. Johns County having read and agreed to all of the terms, hereby sign this Agreement to be fully bound.

BY: _____
Date

(AA/L/V) Title

BY: _____
Parks and Recreation Director for St. Johns County Date