

RESOLUTION R-08-235

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY PROVIDING REQUIREMENTS FOR MAINTENANCE OF YOUTH AND ADULT LEAGUES; PROVIDING A FORM OF MAINTENANCE AGREEMENT; PROVIDING FOR DELEGATION OF AUTHORITY TO ENTER INTO MAINTENANCE AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to budget constraints County will no longer provide certain maintenance for the benefit of Youth and Adult Leagues; and

WHEREAS, in discussion with the County's Parks and Recreation Department Director, the Leagues have expressed a preference to assume maintenance responsibilities as opposed to increasing costs to the Leagues to cover such maintenance; and

WHEREAS, the Board has determined to adopt uniform policies and agreements applicable to Youth and Adult Leagues using county athletic fields on a regular basis.

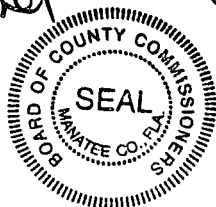
NOW THEREFORE, BE IT RESOLVED as follows:

1. The County shall limit field maintenance to the responsibilities shown as County responsibilities shown in Exhibit A and Attachment 1.
2. Youth and Adult Leagues securing County athletic fields pursuant to policies adopted by the Board of County Commissioners will be authorized to provide maintenance on those fields in accordance with Exhibit A and Attachment 1.
3. The County Administrator or his designee is authorized to enter into agreements with Youth and Adult Leagues using county athletic fields substantially in accordance with the form and agreement attached hereto as Exhibit A. Changes or variations in the form of agreement must be in accordance with the policies provided herein and approved by the County Administrator or his designee.
4. Sports League as used herein refers to not for profit organizations whose primary purpose is to promote and encourage team sporting and who meet the requirements for sports league status as provided in Exhibit A, Attachment 1.
5. This Resolution shall take effect November 1, 2008.

ADOPTED with a quorum present and voting this 21st day of October, 2008.

ATTEST:

R. B. "Chips" Shore
R. B. "Chips" Shore
Clerk of the Circuit Court



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Chairman
Chairman

EXHIBIT A

FIELD MAINTENANCE AGREEMENT BETWEEN _____ AND MANATEE COUNTY

THIS IS AN AGREEMENT by and between Manatee County, a political subdivision of the State of Florida (hereinafter "County") and _____ (hereinafter "League").

WHEREAS, County has adopted Resolution R-08-235 limiting County's obligation to provide field maintenance for county sports leagues; and

WHEREAS, the Manatee County Board of County Commissioners has authorized the County Administrator or his designee to enter into agreements with Youth and Adult Leagues conforming to this Agreement.

NOW THEREFORE, the parties agree as follows:

1. League shall have the non-exclusive right to use the (name of athletic field) _____ (hereinafter the "Field") as scheduled pursuant to policies of the County and the County's League Sports Organization Manual.
2. League shall assume those responsibilities with respect to the Field maintenance detailed on Attachment 1.
3. League shall be responsible for inspecting the Field and being sure the Field is in acceptable condition for use by League and Leagues officers, members, employees, contractors and invitees.
4. County, by Resolution, may declare certain equipment used in maintaining the athletic fields surplus and authorize conveyance of such maintenance equipment to League. County provides no representation or warranties with regard to any equipment provided to League and, upon acceptance by League, League shall be responsible for inspecting such equipment and making sure it is in safe operating condition and acceptable for use by League. Should County convey to League any athletic field maintenance equipment, League shall not sell or convey such item unless League first offers to re-convey the item to County and the County Administrator's designee declines to accept such item.
5. League shall be responsible for procuring, maintaining, storing and repairing all equipment and supplies required pursuant to this Agreement. League shall schedule daily maintenance in accordance with direction from the County Administrator or his designee.
6. League shall not have the right to authorize any use of the Field.

7. League hereby agrees to indemnify, keep and save harmless the County, its agents, officials and employees against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, liabilities, judgment, costs or expenses which may accrue or be asserted against County arising out of Leagues activity on County's property and the provision of maintenance or failure to so maintain the fields pursuant to this program whether or not it shall be alleged or determined that the loss or injury was caused by negligence or omission of League or its employees or contractors or contractors employees, or any agents of League.
8. League shall procure and maintain insurance in such amounts as may from time to time be required by County in order to secure the indemnification of County to be furnished herein. Certificates of insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by County shall be filed with the County before League shall enter upon or use County's property pursuant to this Agreement or pursuant to policies adopted by the County or provided in the Leagues Sports Organization Manual. The required certificates of insurance shall name the type of policies provided and shall also refer specifically to this maintenance agreement and the indemnification required herein. The League shall provide renewal certificates of insurance and require copies of the policy within thirty (30) days prior to the date of expiration of any previously furnished policy.
9. League must obtain a Release and Indemnity Agreement in favor of County from each volunteer or contractor providing maintenance pursuant to this Agreement. The form of the Agreement shall be provided or approved by the County Attorney or his designee.
10. This agreement shall remain in effect until terminated by either party. League may terminate this agreement upon the determination to no longer continue use of County facilities. County may terminate this agreement by providing thirty (30) days notice of termination or providing a replacement agreement no less than thirty (30) days prior to the effective date of such replacement.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be duly executed herein below set forth.

WITNESSES:

LEAGUE

By: _____
Date of Execution: _____

APPROVED, with a quorum present and voting this ____ day of _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairman

ATTEST: R.B. "CHIPS" SHORE

Clerk of the Circuit Court

Attachment 1

Field Maintenance Responsibilities

County Responsibilities:

- Irrigation maintenance
- Mowing
- Lighting maintenance
- Fertilization, herbicide, pesticide and fungicide treatments
- Initial training for maintenance and safety of the equipment
- Trash removal
- Initial painting and layout of foul lines, football field layout and soccer field layout
- Donation of sand pros to the leagues (used to prepare clay infield) for baseball/softball
- Provide operators manual and parts manual to league

League Responsibilities:

- Preparation of clay infields for baseball/softball games as well as lining/marketing those fields
- Dragging and lining of fields for all league and tournament play
- Training all new volunteers
- Equipment maintenance and replacement
- Coordinate with County on all athletic field maintenance
- Layout and painting of soccer/football fields
- Trash and litter pickup
- Adherence to the League Sports Organization Manual

Other:

- Initial term of agreement: 1 year with automatic renewal
- No payment of rent; just fees already established in fee schedule
- At time of execution and yearly documents required:
 - a. Florida Articles of Incorporation showing Non-Profit status
 - b. Certificate of Liability Insurance
 - c. Practice/Game/Tournament/Rain Out Schedules
 - d. List of each player and address/County
 - e. List of all Board Members and contact information (2 weeks following elections)
 - f. List of all Managers, Coaches, Assistant Coaches, Volunteers, with affiliations and contact information
 - g. Weather Emergency Plan(s)
 - h. DR-14 Consumer's Certificate of Exemption (if not provided, organization will pay sales tax)