12/13-025

YOUTH LEAGUE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2013 by Sanibel Babe Ruth League, Inc., a Florida not-for-profit corporation, whose mailing address is: 2407 Periwinkle Way, Suite 6, Sanibel, Florida 33957; hereinafter called "League" and The City of Sanibel whose mailing address is 800 Dunlop Road, Sanibel, FL 33957, hereinafter called the "City".

WHEREAS, League and the City recognize the need for public recreational facilities that contribute to a better quality of life for all facility patrons; and

WHEREAS, the League and the City are mutually interested in promoting youth sports and are aware of the beneficial effect on the youth, their families and the community; and

WHEREAS, in the interest of providing the best possible youth sports program at the least cost to participants and users of City facilities, full cooperation between League and the City is necessary; and

WHEREAS, League agrees to assist City with respect to maintenance of the Sanibel Ball Fields and Related Facilities in exchange for the right to schedule league games at the facility; and

WHEREAS, it is in the best interest of the parties to outline the details of such cooperation.

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration acknowledged by the parties to be sufficient, the City and the League agree as follows:

A. RECITALS

The above recitals are true and correct and incorporated herein as though fully set forth below.

B. CITY FACILITY; PROGRAM SEASONS

1. League agrees to participate in the maintenance of the following facility in exchange for the right to schedule games for various youth programs:

Name of facility: Sanibel Ball Fields and Related Facilities (hereinafter "Sanibel Ball Fields").
Address/location of facility: 3840 Sanibel Captiva Road, Sanibel, FL 33957
League Sport: Youth Baseball and Softball

2. The length of each individual season is as follows:
Baseball/Softball: **February 24, 2013 – May 11, 2013**

Flag Football: **December 9, 2012 – February 23, 2013**

Soccer: **October 1, 2012- December 8, 2012**

Other tournaments and all-star games may be added with written consent of the City.

3. League understands that the Sanibel Ball Fields may not meet the High School Athletic Association requirements, specifications or guidelines. The City is neither responsible for ensuring compliance with these requirements, nor liable for any repercussions in the event the facility does not meet the requirements, specifications or guidelines.

4. League, on behalf of itself and its participants, acknowledges that all sports activities have the possibility of, or inherent risk of, minor or serious injury to the participants and the League, on behalf of itself and its participants, accept such risks by participating in sports activities at the Sanibel Ball Fields.

C. CITY MAINTENANCE RESPONSIBILITIES

The City is responsible for and agrees to do the following:

1. Mowing of the athletic fields and common areas.

2. Coordinating the irrigation and lighting of the fields.

3. Coordinating the fertilization, herbicide treatment, pesticide treatment and fungicide treatment.

4. Public restroom maintenance.

5. Maintenance of building infrastructure.

6. Set field lighting timers based on schedules submitted by League.

7. Painting or chalk lining of athletic fields. City will provide the equipment, materials and chalk and paint fields.

8. Providing trash bags and receptacles, and the removal of trash from receptacles and into dumpsters.

D. LEAGUE MAINTENANCE RESPONSIBILITIES

League is responsible for and agrees to do the following:

1. Picking up and proper disposal of trash and litter from all areas used by the League no later than the conclusion of each and every practice or game at the Sanibel Ball Fields.

2. Collection of all equipment and return of all equipment to its proper storage location upon the conclusion of each and every practice or game.

3. Monitoring and regulation of League participants to assure that no damage, vandalism or abuse of the facilities occur, excepting only reasonable wear and tear associated with normal use of the facilities.

4. Reporting to the City's contact person of League participants who fail to observe and comply with the City's requirements for League use of the Sanibel Ball Fields.

E. GENERAL COOPERATION

1. City's contact person is the Recreation Department's Athletic Program Coordinator, or designee:

   Name: Trish Phillips
   Address: 3880 Sanibel Captiva Road, Sanibel, FL 33957
   Phone: 239-472-0345

   League contact person is:

   Name: Charles PT Phoenix
   Address: 2407 Periwinkle Way, Suite 6, Sanibel, FL 33957
   Phone: 239-472-1144

2. City will advise League of any requests by other parties for field usage during permitted dates and times. League will have priority for use of the facility during primary League season but will cooperate with other parties approved by the City who wish to use the Sanibel Ball Fields. The City will be the final authority in the event of any dispute.

3. League will provide City the written season schedule at least 2 weeks prior to the start of the sport season. In the event that City does not approve the use of the Sanibel Ball Fields in accordance with the League's written season schedule, the City shall notify the League within 3 business days, in writing. In such event, the League and the City shall coordinate to establish a mutually acceptable season schedule. In no event shall a season schedule be established that is not approved by the City.

4. League will advise the City Recreation Department of changes in League Representative within 3 business days of any change (e.g. change in term of president). League will provide the name and telephone number of the new president, if applicable. City staff and new president will review existing contract. It shall be the obligation of the League pursuant to this Agreement to assure that the City is provided, in writing, within 3 business days, of any changes to the League representative or League contact person.

5. Any damages to the facility by League or any of its League participants during their usage will be repaired at City's discretion by assignment to an outside vendor to be performed and billed directly to League. League agrees to pay bill within 30 days after receipt.

6. All League representatives must ensure that: (a) all coaches sign the Coaches Code of Conduct form provided by the City; and, (b) all parents or guardians sign the Youth Sports Parent Code of Conduct. Both Code of Conduct forms are attached as Exhibit "A". (Electronic signatures with an affirmative acknowledgment during an online checkout are acceptable under this paragraph.

7. All League representatives shall monitor and enforce the City's Code of Conduct policies (Exhibit C) in order to provide children using the City sports fields and facilities with a safe sports environment that is free from drugs, tobacco and alcohol, all of which are prohibited on school district property.

8. All League representatives are responsible for verifying and coordinating with City staff that the League coaches have had background screenings prior to the beginning of their respective seasons. No League coach shall commence any sports activities at the Sanibel Ball Fields prior to completion of the background screening.

F. CAPITAL IMPROVEMENTS PROJECTS

1. Currently budgeted or future project requests by the League will only be considered for approval upon successful performance of this Agreement.

2. Facility additions, structures or construction of any kind by the League is not permitted at the Sanibel Ball Fields without the prior written approval of the City.

G. TERM

The term of this Agreement is for one year. The Agreement must be reviewed annually and may be amended by the City as needed prior to any new term or agreement. The term of this Agreement begins on February 24, 2013 and ends on Mary 11, 2013. City or League may terminate this Agreement at any time upon 30 days prior written notice.

H. INSURANCE

1. Evidence of insurance must be provided prior to the beginning of the season in accordance with the requirements of Exhibit B. The City must be named as an additional insured.

2. League, on behalf of itself and its participants, hereby indemnifies and holds the City harmless from any and all claims, liability, losses, and causes of action that may arise out of the willful, negligent, or unlawful acts or omissions of League in its operations in any way relating to this Agreement and, when applicable, including appellate proceedings and pay all costs, judgments, and attorney's fees, that may issue thereon; provided, however, nothing herein may be construed to require League to indemnify City against liability solely resulting from the willful, negligent, or unlawful acts or omissions of the City, its employees or agents acting or purportedly acting within the scope of their employment pursuant to the provisions of this Agreement. This provision survives the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day written above by their respective officers, therein duly authorized.

Sanibel Babe Ruth League, Inc.,

BY: _____ _____ 239-472-1144
Charles P.T. Phoenix, its President Date Telephone

cptp@PhoenixFile.com
Email Address

City of Sanibel

BY: _____ _____
Judith A. Zimomra, City Manager Date Telephone

Approved by Recreation Director:

_____
Andrea Miller Date

Approved as to Form by City Attorney:

Kenneth B. Cuyler 1/8/13
Kenneth B. Cuyler Date

Attachments:
Exhibit A - Youth Sports Coaches Conduct Form & Youth Sports Participant and Parent/Guardian Code of Conduct Forms
Exhibit B - Insurance Requirements
Exhibit C – Recreation Code of Conduct, Ball Field & Pavilion Rules Signage

EXHIBIT A
Youth Sports Coaches Code of Conduct

This code of conduct has been developed to clarify and distinguish approved and accepted professional, ethical and moral behavior from that which is detrimental to the development of youth sports on Sanibel.

1. The coaches must be cleared by a Criminal Background History Check before the league starts.

2. The coach shall never place the value of winning over the safety and welfare of players.

3. Teach each player, especially through personal example, to be humble and generous in victory and proud and courteous in defeat. Teach and practice good sportsmanship.

4. Demands on players' time should never be so extensive as to interfere with academic goals or progress.

5. Coaches should direct players to seek proper medical attention for injuries and to follow the physician's instructions regarding treatment and recovery.

6. Coaches should be thoroughly acquainted with and demonstrate a working knowledge of the sport they are coaching.

7. Respect the coaches and players of the opposing team before, during, and after the game.

8. The City of Sanibel recreation complex is located on school grounds. The use of drugs, alcohol and tobacco are strictly prohibited.

9. Ensure that fans of his or her team exhibit sportsmanship and maturity at all times. Coaches must assist league and game officials in maintaining control of spectators during games.

10. Before, during and after the game, be an example of dignity, patience and positive spirit.

I understand that by signing below I can be held accountable for any violation of the codes of conduct and will accept any penalty which has been deemed necessary by a board consisting of your League President and The City of Sanibel Recreation Staff.

Coach Signature _____ Date _____

Print Name _____

Youth Sports Participant and Parent/Guardian Code of Conduct

Preamble:

The essential elements of character building and ethics in sports are embodied in the concept of sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring and good citizenship. The highest potential of sports is achieved when competition reflects these "six pillars of character"

I therefore agree:

- I will not force my child to participate in sports.
- I will remember that children participate to have fun and that the game is for youth, not adults.
- I will inform the coach of any physical disabilities or ailment that may affect the safety of my child or the safety of others.
- I will learn the rules of the game and the policies of the league.
- I (and my guests) will be a positive role model for my child and encourage sportsmanship by showing respect, courtesy and by demonstrating positive support for all players, coaches, officials and spectators at every game, practice or sporting event.
- I (and my guests) will not engage in any kind of unsportsmanlike conduct with any official, coach, player or parent such as booing or taunting, refusing to shake hands or using profane language or gestures.
- I will not encourage any behaviors or practices that would endanger the health and well-being of the athletes.
- I will teach my child to play by the rules and to resolve conflicts without resorting to hostility or violence.
- I will demand that my child treat other players, coaches, officials and spectators with respect regardless of race, creed, color, sex or ability.
- I will teach my child that doing one's best is more important than winning, so that my child will never feel defeated by the outcome of a game or his/her performance.
- I will praise my child for competing fairly, trying hard and make my child feel like a winner every time.
- I will never ridicule or yell at my child or other participants for making a mistake or losing a competition.
- I will emphasize skill development and practices and how they benefit my child over winning. I will also de-emphasize games and competition in the lower age groups.

Youth Sports Participant and Parent/Guardian Code of Conduct

(Continued)

- I will provide the emotional and physical well-being of the athletes ahead of any personal desire I may have for my child to win.
- I will respect the officials and their authority during games and will never question, discuss or confront coaches at the game field and will take time to speak with coaches at an agreed upon time and place.
- I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and I will refrain from their use at all sporting events.
- I will refrain from coaching my child or other players during games and practices, unless I am one of the official coaches of the team.

I understand that by signing below I can be held accountable for any violation of the codes of conduct and will accept any penalty which has been deemed necessary by a board consisting of your League President and The City of Sanibel Recreation Staff.

Participant Signature: _____ Date _____

Print Name: _____

Parent/Guardian Signature: _____ Date _____

Print Name: _____

EXHIBIT B

Insurance Requirements for Sports Events
Held at the Sanibel Ball fields
3840 Sanibel Captiva Road, Sanibel, FL 33957

A. Commercial General Liability

Coverage must apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposure with minimum limits of $1,000,000 per occurrence for bodily injury and property damage.

B. Accident Medical

Coverage must apply to all participants in the Sports event providing a minimum:

Accidental death with a principal sum of $2,500 (per person); accidental dismemberment with a principal sum of $2,500 (per person); accidental medical expense with a principal sum of $2,500 (per person); accident dental with a principal sum of $500 (per person).
Said coverage is acceptable on an excess basis.

The organization will provide The City of Sanibel with evidence of the above referenced insurance by submission of a **Certificate of Insurance** to be on file with and approved by The City of Sanibel prior to onset of this agreement.

You should provide your insurance agent with a copy of this sheet.

EXHIBIT C

Sanibel Recreation Center
Code of Conduct

To enhance the enjoyment and protect the safety of all users of the Sanibel Community Recreation Center and to retain the Center as a clean, well-maintained public facility, all members, visitors and employees are required to adhere to the following Code of Conduct. A condition of membership and visitation to the Center is adhering to the Code of Conduct. Failure to adhere to the Code of Conduct may result in revocation of membership, removal from the Center or both.

1. Every member, visitor and employee will respect all others while utilizing the facility. All users are required to conduct themselves in a manner that does not interfere with another person's enjoyment of the facility.

2. Every member, visitor and employee is required to demonstrate good sportsmanship. At all times, the dignity of others will be respected. Fighting, spitting, profanity, and/or abusive, insulting or obscene language are strictly prohibited.

3. Every member, visitor and employee will care for the facility. Activity such as dropping weights and hanging from the basketball rims and volleyball nets is not permitted. Bicycles, roller blades and skateboards are not permitted on the premises or inside the facility. Food will only be consumed in designated areas. Chewing gum will not be used in the facility. All members, guests and employees shall properly dispose of all trash and recyclables. Vandalism and the willful or malicious destruction, defacement or theft of any equipment or property is strictly prohibited and should be reported immediately. Other than guide or assistant animals for disabled persons, animals are not permitted in the facility.

4. Members, visitors and employees will wear proper attire. This includes wearing non-marking shoes. Wet bathing suits are to be worn only in the pool and restroom areas.

5. Parents and guardians will directly supervise their children in the facility. Unless in a registered program, youth younger than 12 years old are not permitted in the facility without an accompanying adult.

6. All members, visitors and employees are to keep the Center a drug, alcohol, and smoke-free environment and will promptly report all illegal drug, alcohol or prohibited tobacco usage immediately.

7. The Sanibel Community Recreation Center is a controlled access facility. Membership and daily admission passes are available at the front desk.

8. Members, visitors and employees will responsibly secure their own personal belongings.

9. Members and visitors utilize the facility at their own risk.

I affirm that no one listed on this application is a convicted sexual predator and that all household members will comply with the Code of Conduct. Providing false information may result in the revocation of membership. For security reasons this site is video monitored.

_____ _____

Signature Date