Multi-Purpose Field Allocation Procedures

Orange County Parks and Recreation Division
4801 West Colonial Drive
Orlando, FL 32808
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ORANGE COUNTY PARKS AND RECREATION
MULTI-PURPOSE FIELD ALLOCATION

BACKGROUND:
The Orange County community is fortunate to have a tremendous interest in field sports with high participation levels in County programs, organized youth sports organizations and school programs. This demand has taxed the limited playing field resources to an extreme level. Although the County’s maintenance efforts are much higher than most, because of the high level of activity it is difficult to keep field conditions at a premium level throughout the year. The guidelines for allocation of playing fields provide a clear and equitable process that allows for a balance of use and attempts to reduce wear of natural turf fields.

The field allocation procedures consists of an application process which requests information about the sports organization desiring to be an Youth Sports Partner, scores and ranks the organization using criteria that best meets the mission of the County and issues field space reservation permits for use of the fields. This process is designed to give preference to Orange County youth for organized athletic activity while still providing opportunity for broader public access and adequate field maintenance.

PURPOSE:
The Orange County Parks and Recreation Division seeks partnerships with non-profit sports organizations to provide recreational opportunities, for all ages, at our facilities. Orange County seeks to establish one Youth Sports Partner, per park, per sport.

PROCEDURES:
The field allocation process is divided into three distinct processes:

1. Application Process for Youth Sports Partners
2. Completion of a Youth License Agreement
3. Issuance of Field Space Reservation Permits

Entities not awarded field space through the Youth Sport Partner process may utilize fields based on space availability, following the seasonal schedule outlined for Youth Sports Partners. (See page 4, Application Process for Non-Youth Sports Partner)

Application Process for Youth Sports Partners
Once every three years, Orange County Parks and Recreation Division will accept Applications from organized youth sport groups wishing to become a Youth Sports Partner. For the first three year period, existing primary users will be grandfathered in. Applications will be accepted only for new park sites excluding Barber Park expansion at this time.
In order to be eligible to be a Youth Sports Partner and submit an application, the organization must meet the following criteria:

- Be an Organized Youth Sport Group that is sanctioned and governed by a recognized regional, state or local body.
- Provide athletic programs to a specific service area in close proximity to requested playing fields.
- The Organized Youth Sport Group must run its programs in such a manner that its activities are open to all persons who wish to participate, regardless of race, gender, national origin or disability.
- Organized Youth Sport Group whose general membership is not based exclusively on ability and performance through a “try out” system and who do not reserve the right to “cut” players from teams.
- Organized Youth Sport Group shall be composed of at least 75% Orange County Residents.
- Organized Youth Sport Group must operate as a non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the organization’s by-laws must be supplied to the Parks and Recreation Division.
- The Organized Youth Sports Group must provide a scholarship program for underprivileged youth.

Organized youth sports groups are invited to apply for seasonal use of park playing fields. These organizations may also apply to use the County’s sports storage space, concession stands and hang banners. The established application timelines are:

- Applications Available Second Week in May
- Application Deadline Second Week in June

Organizations which miss the application submittal window will be subject to the Application Process for Non-Youth Sports Partners.

One application per park location is allowed.

Organized youth sports groups and community groups desiring ongoing field space must submit rosters with addresses of participants. The amount of field time allocated to each group is dependent upon the number of Orange County resident participants in relationship to the available permit hours as well as the priority use designated for each season, field and time frame. While fields have been assigned based on historical data, County staff will work with the Parks Advisory Board as needed regarding field assignments.
Applications will be reviewed and scored. Point rankings will determine which Youth Sports Partner will be awarded an agreement. Youth License Agreements are a binding three-year contract, authorized by the Board of County Commissioners.

**Completion of a Youth License Agreement**
All Youth Sports organizations awarded an agreement will be required to adhere to the Athletic Facility Management Plan, found in Appendix A.

**Games & Practices**
The Orange County Parks and Recreation Division has the responsibility to manage facility uses to accommodate the greater need of all Orange County residents and users and to ensure facility access to the greatest number of users.

Youth Sports Partner organizations will manage their usage as part of their agreements with the Division. Scheduling should reflect a maximum of 4.5 hours per team per week to include practices and games.

**Residency Requirement**
If residency is questioned, physical proof will be required through documentation (i.e. water bill or power bill). All user organizations or teams may be composed of youth residing in different locations throughout Orange County, if not prohibited by their sanctioning body.

**Fees & Payment**
Uniform hourly scheduling and fees apply to **ALL** users. Youth Sports Partner contracts will include a fixed monthly payment plan based upon the agreed upon allocation. Since fields are allocated before season, eliminating access for other groups, refunds will not be made for unused allocations.

Each organization will be required to have all applicable fees paid before their monthly usage period. If payment does not occur, the organization will incur late fees and be restricted from reserving any future field space or any other Orange County facility until the debt is rectified.

**Background Screening**
The Division requires all organized youth sport groups to comply with Florida Statutes (refer to the Youth License Agreement, Section 4 Background Screening Requirement, page 17).

**Issuance of Field Space Reservation Permits**
Youth Sports Agreements will be issued based on the field ranking criteria scoring results. The following steps will take place if an organization is awarded facility usage rights:
STEP | DATE INITIATED
--- | ---
1. Review /Confirmation of Schedule | First week in August
2. Field Space Reservations Issued | Second week in August
3. Adjustments for interleague games | Seasonally, by first week of play

Youth Sports Organizations will submit their field space requests via a Field Use Allocation Space Request form. Field Space Reservation approval requires authorization by the Site Supervisor to ensure there are no programmatic, scheduled events or operational conflicts. A copy of the approved Field Space Reservation permit is to be given to the applicant.

Parks and Recreation will permit space with good faith that groups are not simply monopolizing fields. Groups who have not used fields responsibly or have violated any of the use guidelines may jeopardize renewal of their Contract. Permitted Youth Sports Partners may request a reduction or expansion of their annual allotment during the next open application window.

Permits are issued in one hour increments. Permits must end by 10:00pm at parks with field lights; and at dusk at parks without field lights.

**Application Process for Non-Youth Sports Partner**
Seasonal field space reservation permits for recreational play will be issued by the Park Site based on space availability following the seasonal schedule outlined for Youth Sports Partners. A Certificate of Insurance naming Orange County as Additional Insured will be required.

All applicable fees are located in the Division’s fee schedule. A field reservation will not be considered scheduled until a Facility Use Contract is signed and appropriate fees have been collected.

Conducting or operating organized leagues and tournaments is prohibited without a seasonal permit.

Sundays from 9am-5pm will be dedicated to adult community groups. Adult community groups desiring field time besides Sundays from 9am-5pm will be permitted after Youth Sports Partners have been allocated.

**Formula to Address Contested Field Allocations**
There may be a situation where multiple deserving organizations apply at one facility and schedules may conflict. The Division will do everything to avoid this from occurring; however, if it does occur, both users will be asked to work this conflict out in the best possible manner. If this cannot occur, the last resort will be for the Division to allocate field space based upon a demand formula. The demand formula takes into account the field capacity for prime time hours (weekdays from 5pm to 9pm, Saturdays and Sundays from 9am to 5pm) and field requests and
allocates field space based upon the number of participants in the organization (i.e. If Organization A has a 400 participants and Organization B has 600 participants, Organization A would have the right to 40% of the field space and Organization would have the right to 60% of the field space.) A lottery or draw system will be used by the Division to implement this demand formula in the fairest manner. If after this step, either user is still not satisfied with the outcome, they may appeal to the Parks Advisory Board. The Board’s decision will be final and binding to both users and the Division.

REQUIRED ITEMS AND/OR RELATED INFORMATION:

- **APPENDIX A:** ATHLETIC FACILITY MANAGEMENT PLAN
- **APPENDIX B:** FIELD USE ALLOCATION SPACE REQUEST
- **APPENDIX C:** YOUTH LICENSE AGREEMENT, BLANK
- **APPENDIX D:** YOUTH SPORTS PARTNER APPLICATION
APPENDIX A:
ATHLETIC FACILITY MANAGEMENT PLAN
The guidelines and procedures specified through this document will govern all recreational and competitive organized sports activity use. These guidelines will be administered and enforced by the Orange County Parks and Recreation Division at athletic sites maintained and operated by the Orange County Parks and Recreation Division.

A sound maintenance program is important to ensure athletic facility turf quality. Consideration will be given to the endurance limits of the turf in scheduling the use of the facility. Orange County Parks and Recreation Division programs have first scheduling priority. Distribution of fields for Primary and Facility Use Agreement Users is detailed in the Division’s Recreational Sports Field User Criteria. All fees will be assessed according to the Division approved fee schedule.

Failure to adhere to any of these conditions may result in immediate cancellation of the existing contract/agreement and future use of all Orange County Parks and Recreation Division facilities.

Any inquiries pertaining to these guidelines or requests for interpretation of application should be sent to the Manager of Parks and Recreation for a decision or clarification.

**General Rules**

- The hours of operations for athletic facilities will be posted on the premises. Fields are open for public use during normal park operation hours. To guarantee field availability, fields may be rented between the hours of 8:00 a.m. and 10:00 p.m. All field lights will be turned off at 10:00 p.m. No lighting will be provided at the athletic facility past 10:00 p.m. in accordance with the Orange County Noise and Light Ordinance.

- Users are to remain in assigned area(s) and are responsible for supervising all participants in their program as to not interfere with other on-going activities/programs.

- No one is allowed on locked fields. Please see facility staff for access.

- Smoking is prohibited on all athletic fields, dugouts, and spectator bleacher areas. Smoking is permitted at designated site locations.

- Alcoholic beverages are prohibited at athletic facilities.

- Loitering at the facility is prohibited.

- Pre and Post activity storage is not provided.

- Orange County is not responsible for items stolen or left on the premises.
Communication with Recreational Sports Field Users

For the purpose of eliminating confusion and establishing one-on-one direct communication flow between the Parks and Recreation Division and the sport groups, the President or designee of the group shall be the official spokesperson. All communication with the Division must be made through the President or designee to the Parks and Recreation Site Supervisor.

Insurance

Tenant, at its own cost and expense, shall keep in force during the term of this Agreement the following minimum insurance coverage:

1. Commercial General Liability - The Tenant shall maintain coverage issued on the **most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than $1,000,000 per occurrence. Tenant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured’s. Sexual abuse and molestation coverage with limits of not less than $100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

2. Tenant shall maintain “all-risk” property insurance, including personal property and equipment, for the full replacement value of such property.

3. Tenant shall provide accident insurance for all its participants.

4. Tenant agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

All such insurance shall be evidenced by a Certificate of Insurance which must be submitted to, and approved by, the County prior to any use by Tenant of the Site under this Agreement. The County shall be named as an additional insured on the General Liability, which shall be noted on the Certificate of Insurance and the County shall be provided with a thirty (30) day, prior written notice in the event of cancellation, non-renewal or adverse change to such policies. Failure to comply with any insurance requirement shall cause immediate cancellation of this Agreement.

Law Enforcement in Orange County Parks

All persons entering the facility are subject to the policies set forth by the Orange County Parks and Recreation Division. The facility staff is responsible for the enforcement of those policies. Uniformed law officers of the Orange County Sheriff’s Department will be called upon to assist in the enforcement of applicable County ordinances.

The Site Supervisor or designee may ban any athletic participant or event attendee from admission to the facility for such length of time as the Site Supervisor may deem necessary in order to punish or prevent indecorous or improprietous behavior by such participant or attendee.
Safety

The Orange County Parks and Recreation Division, at any time, may cancel, postpone, or delay any game or practice due to inclement weather or any other factors, which might impair the safety of participants or cause damage to the playing areas. The Division will contact the renters, if possible, in the event of cancellation. It shall be the responsibility of the user to advise its members of any facility cancellation.

In case of lightning, no one will be permitted on the fields and they will be closed until signaled by the Thor Guard Lightning Detection System. If the park is not equipped with the system, fields will be closed for thirty (30) minutes after the last visible lightning strike. Immediately after the first incident of severe weather, all outside areas (i.e. fields, dugouts, bleachers, etc.) should be cleared of patrons. All outside areas should be checked, all equipment secured.

Users will be responsible for completing pre-game/practice field safety checks. Any unsafe condition/deficiency should be reported immediately to staff prior to the start of play. Commencement of play by users constitutes agreement as to the safety of playing conditions.

Users will take all reasonable precautions for safety. Sports groups will provide reasonable protection to prevent damage, injury, or loss to all persons and property at the facility.

Users will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss.

Scheduling

Usage of facility is only for time and dates indicated in the application. Games are to begin early enough to ensure completion by the end of the rental time. If use runs past allotted time, additional time will be charged the hourly rate for each hour or half-hour overtime.

Failure of any sports organization to utilize any scheduled field without twenty-four (24) hours’ notice to the Site Supervisor may result in restriction and/or termination of use after the third occurrence. Refunds for field rentals not utilized will only be granted if the field user gives a prior 24-hour cancellation notice to the Site Supervisor. Credits towards future usage because of cancellations will not be allowed.

Extensions for games, practices, playoffs, etc. must be requested immediately.

Maintenance

The Parks and Recreation Division will maintain fields for games and practices. At the end of each use, the user will be responsible for removal of all debris in utilized areas.

At no time will a user perform any maintenance to a field without verbal agreement with the Site Supervisor prior to beginning the task. The user may assist Orange County Parks and Recreation employees if requested.
All fields will be closed for a minimum of four (4) weeks during the winter and summer of each year. The Division will reserve the right to close any fields for emergency repairs. The Division will make every effort to notify all user organizations of the closures.

Parks and Recreation Division staff may provide field markings for a fee as established in Division’s fee schedule. Users have the option to provide their own field lining and/or chalking with site approval.

**Concessions**

Concession facilities are targeted for use by only one vendor (excluding Parks and Recreation personnel) unless deemed necessary by the Parks and Recreation Division. In special situations, vendors may request to utilize a portable concession with site approval. All portable concessions will need to be removed from the site daily. All vendors must obtain any necessary operating permits through the Health Department. Vendor fees will be assessed as outlined in the Division’s fee schedule. Vendors must provide all necessary food supplies and equipment needed for concessions. All concession sales are to end no later than 9:30 p.m. daily. Beverage products sold must be consistent with any current facility vendor contracts. Any concession operation must meet appropriate health codes.

**Banners**

Sponsorship banners may be hung on athletic ball field fencing seasonally by Agreement users. Facility Use users may hang banners only during their event. Banners must be all the same size at each complex and be made of vinyl. Metal grommets must be in all four (4) corners and two (2) in center. No plywood, metal or hard-backed banners are permitted to be hung on fencing. The preferable color is a white background with one color lettering. Banners will be attached to fencing with proper fixtures (i.e. wind screen ties).

All banners should be purchased through the same vendor. We suggest that the organization purchase each banner as opposed to the advertising vendor. Advertisements must display a vendor that is reputable and pleasing to family values. The Site Supervisor has the right to refuse or remove any advertisements that do not meet these guidelines. All advertisement must face towards the field of play. Further, the Site Supervisor has the right to remove advertisements as necessary.

**Coaches Certifications**

The Orange County Parks and Recreation Division encourages all sports user organizations to have their managers, coaches and league officials certified in CPR and First Aid. The Division may offer these certification classes upon request.

**Volunteer Background Screenings**

All coaches, assistant coaches and referees (League Officials) who have direct contact with one or more minors participating in the youth sports program shall comply with federal, state and local background screening requirements including but not limited to Section 943.0438, and Section 435.03, Florida Statutes and Section 65C-14.025. The Tenant or their independent sanctioning authority shall:
• Conduct a Level 1 background screening as defined in s. 435.03 of each current and prospective League Official. The background screening shall include a search of the league official’s name or other identifying information against state and federal registries of sexual predators and sexual offenders maintained and provided by:
  
  o The Florida Department of Law Enforcement under s. 943.043; and
  
  o The Attorney General of the United States under 42 U.S.C. s. 16920.

• Level 1 background screenings shall be conducted annually for each League Official.

• The Tenant or its independent sanctioning authority shall disqualify any person from acting as a League Official if he or she is identified on a registry described above.

• Conduct a Level 1 background screening of each current or prospective staff member and volunteer by name or other identifying information through a criminal history registry utilizing the following list of disqualifying offenses:

  o Sex Offenses- all sex offenses regardless of the amount of time since the offense or level of offense.

  o Felonies- all violent felony offenses regardless of the amount of time since the offense

  o Felonies- all felony offenses (other than sex or violence within the past 10 years including drug offenses and child endangerment.

  o Misdemeanors- all misdemeanors involving violence within the past 7 years and drug offenses within the past 3 years

**Concussion and Head Injury Prevention and First Aid**

The Tenant must comply with the state Concussion and Head Injury requirements as stated in Section 943.0438, Florida Statutes. The Tenant or its independent sanctioning authority must:

• Adopt guidelines to education League Officials, youth athletes, and their parents or guardians of the nature and risk of concussion and head injury.

• Adopt bylaws or policies that require the parent or guardian of youth athletes to sign and return an informed consent that explains the nature and risk of concussion and head injury.

• Adopt bylaws or policies that require each athlete who is suspected of sustaining a concussion or head injury in a practice or game to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competitions until the youth athlete submits to the coach a written medical clearance.
I have read the above and understand the conditions. I accept responsibility and ensure that all members and guests will honor and abide by the above conditions.

Name of User (printed): ____________________________

Group Representing: ____________________________

Signature & Date: ____________________________

OCPR Site Supervisor & Date: ____________________________
APPENDIX B:
FIELD USE ALLOCATION SPACE REQUEST
Field Use Allocation Space Request

ORGANIZATION: ____________________________

NO. OF TEAMS: __________ Adult Players: __________ Youth Players: __________

Please include warm up time before games as part of your request.

**If possible schedule games AFTER 9 am on weekends and end use by 10pm nightly.

Park Requested: ____________________________

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APPENDIX C:
YOUTH LICENSE AGREEMENT, BLANK
MULTI-PURPOSE FIELD YOUTH LICENSE AGREEMENT

Y____ - ______

This Agreement made and entered into this _____ day of _______________________, 20_____ by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as “County” and ______________________________, a Florida non-profit corporation, hereinafter referred to as “Tenant,” whose address and phone number are ____________________________________________________________.

WITNESSETH:

WHEREAS, the County is the owner of certain real property located in Orange County, Florida, commonly known as ____________________________ referred to as “Site”; and WHEREAS, Tenant desires to utilize certain facilities located at the Site for the purposes hereinafter set forth; and

WHEREAS, the County, pursuant to authority set forth in Section 125.01(1)(f), Florida Statutes (1993), may provide the general public with parks, preserves, playgrounds, recreation areas, libraries, museums, historical commissions, and other recreation and cultural facilities and programs.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term** The term of this Agreement shall commence on execution of this Agreement and terminate on 31st day of December 20_____. The Agreement shall mutually be renewed for up to three (3) consecutive one-year terms, allowing for considerations based upon previous program statistics and research.

2. **Use of Property** The County agrees to permit Tenant to utilize the Site for the purpose of providing youth sports programs in the _______ Orange County area subject to the terms and conditions set forth herein.

3. **Guidelines and Non-Exclusive Rights** This Agreement is specifically conditioned upon Tenant continuing to run its program in such a manner that Tenants activities are open to all eligible youth who wish to participate, regardless of ability, sex, religion or race.
The Tenant must operate as a non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the Tenant’s by-laws must be supplied to the Division. In the event that Tenant changes this policy or loses its 501(c)(3) status this Agreement shall be terminated immediately.

This Agreement may not be assigned or transferred in any manner by Tenant. Any such assignment or transfer is expressly prohibited. Any previously existing oral or written agreements between the parties shall be and terminated as of the date of this Agreement and shall be deemed hereafter null and void and of no further force and effect whatsoever.

4. **Background Screening Requirements** All coaches, assistant coaches and referees (League Officials) who have direct contact with one or more minors participating in the youth sports program shall comply with federal, state and local background screening requirements including but not limited to Section 943.0438, and Section 435.03, Florida Statutes and Section 65C-14.025. The Tenant or their independent sanctioning authority shall:

   a. Conduct a Level 1 background screening as defined in s. 435.03 of each current and prospective League Official. The background screening shall include a search of the league official’s name or other identifying information against state and federal registries of sexual predators and sexual offenders maintained and provided by:

      i. The Florida Department of Law Enforcement under s. 943.043; and


   b. Level 1 background screenings shall be conducted annually for each League Official.

   c. The Tenant or its independent sanctioning authority shall disqualify any person from acting as a League Official if he or she is identified on a registry described above.

   d. Conduct a Level 1 background screening of each current or prospective staff member and volunteer by name or other identifying information through a criminal history registry utilizing the following list of disqualifying offenses:

      i. Sex Offenses- all sex offenses regardless of the amount of time since the offense or level of offense.

      ii. Felonies- all violent felony offenses regardless of the amount of time since the offense

      iii. Felonies- all felony offenses (other than sex or violence within the past 10 years including drug offenses and child endangerment.

      iv. Misdemeanors- all misdemeanors involving violence within the past 7 years and drug offenses within the past 3 years
5. **Concussion and Head Injury Prevention and First Aid**

The Tenant must comply with the state Concussion and Head Injury requirements as stated in Section 943.0438, Florida Statutes. The Tenant or its independent sanctioning authority must:

   a. Adopt guidelines to educate League Officials, youth athletes, and their parents or guardians of the nature and risk of concussion and head injury.

   b. Adopt bylaws or policies that require the parent or guardian of youth athletes to sign and return an informed consent that explains the nature and risk of concussion and head injury.

   c. Adopt bylaws or policies that require each athlete who is suspected of sustaining a concussion or head injury in a practice or game to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competitions until the youth athlete submits to the coach a written medical clearance.

6. **Indemnification** Tenant shall defend, indemnify and hold harmless the County and its agents from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney’s fees and costs, arising out of or resulting from the Tenant’s use of the property. Such indemnification shall include all claims of Tenant’s guests and participants.

7. **Insurance** Tenant, at its own cost and expense, shall keep in force during the term of this Agreement the following minimum insurance coverage:

   a. Commercial General Liability - The Tenant shall maintain coverage issued on the **most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than $1,000,000 per occurrence. Tenant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured’s. Sexual abuse and molestation coverage with limits of not less than $100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

   b. Tenant shall maintain “all-risk” property insurance, including personal property and equipment, for the full replacement value of such property.

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   d. Tenant agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general
liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

e. All such insurance shall be evidenced by a Certificate of Insurance which must be submitted to, and approved by, the County prior to any use by Tenant of the Site under this Agreement. The County shall be named as an additional insured on the General Liability, which shall be noted on the Certificate of Insurance and the County shall be provided with a thirty (30) day, prior written notice in the event of cancellation, non-renewal or adverse change to such policies. Failure to comply with any insurance requirement shall cause immediate cancellation of this Agreement.

f. All Tenant personal property housed or placed at the Site shall be at the sole risk of Tenant. The County shall not be liable for any loss or damage to any of the Tenant’s or participant’s personal property whatsoever.

8. **Communication** The President of the League or his/her designee in their absence shall be the official spokesperson for communication purposes between the County and the Tenant. All communication by the Tenant with the County must be made through the Tenant’s President. Tenant will provide the County with a mandatory League Leadership Schedule listing all contacts for communication.

Communication, information or requests for service by Tenant must be made in writing to the Parks and Recreation Division Site Supervisor or his/her designee.

9. **Maintenance of Records; Audit** For a period ending five (5) years after the expiration or termination of this agreement, Tenant shall make all records and documents relating to this Agreement, such as proof of residency for all youth sport participants (i.e. Utility Bill of Parent/Legal Guardian), available for inspection and copying by the County or any agent designated by the County.

10. **Business Associate Agreement (HIPAA)** The Business Associate Agreement at Attachment “B” shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

11. **Right of Entry by County** The County or its agents may, at any time, enter into and upon the referenced Site.

12. **Maintenance** The County will maintain fields for games and practices. At no time will a person associated with Tenant perform any maintenance, to include water removal to a field without verbal agreement with the Site Supervisor or designee prior to beginning the task. For diamond sports fields, Tenant will complete daily
chalk lining, game day raking and base preparation upon approval of Site Supervisor or designee. The County will paint sport field lines every two (2) weeks. Additional painting requests can be made to the Site Supervisor and standard fees based upon the Parks & Recreation Fee Schedule will apply. At the end of each game/practice, Tenant will be responsible for removal of all debris in dugouts, player benches, bleacher areas, restrooms, parking lots, etc.

The County will reserve the right to close any fields for routine maintenance and emergency repairs. The County will make every effort to notify all user organizations of the closures.

13. **Field Usage** The County has the right to schedule Site uses to accommodate the greater need of all Orange County residents and users. All field use operations will fall under the guidelines of the Orange County Parks and Recreation Division’s Athletic Facility Management Plan as set forth in Attachment “A”, which is attached hereto and incorporated herein by reference.

All scheduling of fields will be through the County and will be determined by the number of registered participants. 4.5 hours per week will be permitted for each team, which includes games and practices. Practices are not to exceed one and one-half hours (1 1/2 hours). Tenants may redistribute individual team practice opportunities as they deem appropriate as long as it does not exceed the total amount allotted.

Failure to utilize any scheduled field without twenty-four (24) hours’ notice to the County will result in restriction and/or termination of future requests after the third occurrence.

All field lights will be turned off at 10:00 p.m. No field lighting will be provided past 10:00 p.m. in accordance with the Orange County Noise and Light Ordinance. The Tenant will be given a half hour (½ hour) to completely clear the site once the lights have been turned off.

Fee schedule hourly field rental rates, as adopted by the Board of County Commissioners, will apply. Each organization will be required to have all applicable fees paid before their monthly usage period. If payment does not occur, the organization will incur late fees and be restricted from reserving any future field space or any other Orange County facility until the debt is rectified.

In addition, a **Twenty Dollar ($20.00)** per person surcharge will be required for any out of county youth sport participant per season due no later than **14 days prior** to the first day of game play.

The Tenant may be required to oversee **After Hours Site Management Responsibilities** for the park to include turning lights on and off, closing site gates and cleaning/securing concession buildings. Tenant will have sole responsibility for the site once County staff has left and relinquished control of the premises to the Tenant.
will be issued two (2) sets of appropriate keys to secure site. Tenant will provide the County with a mandatory League Leadership Schedule listing all contacts for communication. The County will provide the Tenant with the Site Supervisor’s cell phone number in the event of emergencies. If the Tenant chooses not to accept the After Hours Site Management Responsibilities, the appropriate after hour’s staff costs will apply according to the county parks fee schedule. County has at its sole discretion the right to revoke any after hour site management privileges. Notification shall be provided to the Spokes Person and will be effective immediately.

14. **Non Smoking Area/Alcohol Policy** In the interest of enhancing our Patrons’ experiences areas of Orange County Parks and Recreation facilities and program sites will be designated as “no-smoking areas.” This policy supplements the existing Orange County Administrative Regulation #91.002 stipulating that no smoking will be allowed within Orange County buildings and vehicles.

   a. Areas may be designated by signage stating the following: “Designated Non-Smoking Area” accompanied by the international symbol for no smoking or by other appropriate no smoking language that is park specific.

   b. Non-smoking area include all Orange County buildings and vehicles.

   c. All park sites with athletic facilities or program venues will have all fields, dugouts and bleacher areas designated as non-smoking areas with appropriate signage.

   d. All other non-smoking areas will be determined by Orange County Parks and Recreation Administration and Site Supervisors.

   e. Patrons failing to comply with the non-smoking area policy are subject to corrective action including removal from the park and a trespass warrant being issued out by the Orange County Sheriff’s Department.

   f. In accordance with Sections 29-56 and 29-57, Orange County Code, it is the policy of Orange County Parks and Recreation Division that no person, public or private, shall possess, consume, use, sell, or transport any alcoholic beverages within or across any County Park or park property. Special exceptions and provisions may apply, which are identified within Section 2.16.14 of the Orange County Administrative Regulations for limited service of alcohol at certain prescribed parks by special permit only. Compliance with this policy is a condition of entry and occupancy of a park and may be determined by inspection anywhere on park property.

15. **Scheduling of Fields** All tryouts, game schedules, rain dates, playoffs, practices, tournaments, etc. must be approved by the County prior to field booking. All requests are to be specific to the total number of days and
times requested per team, field specifications, the name of the team, name of coach and his/her phone number.

Coaches will be the on-site contacts for County should problems needing immediate attention arise.

Tryout schedule requests per season are due in writing to the County for approval no less than **14 days prior** to any field usage.

Season practice schedule requests per season are due in writing to the County for approval no less than **14 days prior** to the first practice date.

Game date requests per season are due in writing to the County for approval no later than **14 days prior** to the first day of game play. Season extensions for games and practices due to rainouts, playoffs, etc. must be requested immediately and Tenant is expected to reschedule for the following week or the next available opening pending County approval.

District tournament schedule requests will be considered pending field availability. Requests are to be made via the Orange County Parks and Recreation Division Facility Use Contract. The County will assess a fee of **Fifteen Dollars ($15.00) per hour per field** to Tenant for any use of fields outside of the scope of the regular season.

16. **Law Enforcement in County Parks**  All persons entering Site are subject to the policies set forth by the County. The County is charged with the enforcement of these policies. Uniformed law officers of the Orange County Sheriff’s Office will be called upon to enforce applicable County ordinances.

The County may ban any sports participant or event attendee from admission to the Site for such length of time as the County may deem necessary in order to punish or prevent indecorous or impropriety behavior by such participant or attendee.

17. **Safety Requirements**  Tenant will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property in the park. Tenant will be responsible for completing pre-game/practice field safety check. Any unsafe condition/deficiency should be reported immediately to County prior to the start of play. Commencement of play by Tenant constitutes agreement as to the safety of playing condition Tenant should report all safety concerns to the County immediately. Documentation of pre-game inspections must be made available for review upon request by the County.

Tenant will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss. This includes but is not limited to:
The VENDOR/TENANT must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

Tenant will act with diligence to prevent threatened damage, injury or loss in an emergency affecting the safety of persons or property.

The County, at any time, may cancel, postpone or delay any game or practice due to inclement weather or any other factors which might impair the safety of the participants or cause damage to the playing areas. The County will contact the Tenant, if possible, in the event of cancellation. It shall be the responsibility of Tenant to advise its members of any facility cancellation. During After Hours, the Tenant and their on-site leadership shall be responsible for understanding and complying with the County’s Lightning Policy and follows all rules and regulations detailed in the operation of the Thor guard Lightning Detection Systems.

18. **Utilities** The Tenant shall assume payments for all diamond sports field (baseball) lighting specific to their use, per hour or any portion thereof. Field light charges will begin at 6:00 p.m. Eastern Standard Time and at 8:00 p.m. during Daylight Savings Time. County will invoice for usage on a monthly basis. Automated lighting systems may allow for detailed light usage logging in which case these logs will be used to create invoices. The County shall assume payments for all water, phone and other utilities furnished to the facilities.

19. **Renewal Rights** It is hereby mutually agreed that the Tenant may apply to renew this Agreement for up to three consecutive one-year terms upon written notice to the County at least ninety (90) days prior to the date of termination of the Agreement. It is further agreed that the County shall reserve the right to terminate, with or without cause at any time, this Agreement, and that no renewal shall be unreasonably denied by the County.

20. **License Only** This Facility Agreement is a license for temporary use only and creates no possession or ownership interest in the Tenant or exclusive use of the Site. The term “Tenant” is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever.
21. **Advertisement/Banners**  Sponsorship banners may be hung on athletic ball field fencing seasonally by Agreement users. Facility Use users may hang banners only during their event. Banners must be all the same size at each complex and be made of vinyl. Metal grommets must be in all four (4) corners and two (2) in center. No plywood, metal or hard-backed banners are permitted to be hung on fencing facing the field of play, not facing the public right of way. The preferable color is a white background with one (1) color lettering. Banners will be attached to fencing only with proper fixtures (i.e. wind screen ties). They will be allowed on no other structures.

We suggest that the Tenant purchase each banner through the same vendor as opposed to the advertising vendor. Advertisements must display a vendor that is reputable and pleasing to family values. The Site Supervisor has the right to refuse or remove any advertisements that do not meet these guidelines. Further, the Site Supervisor has the right to remove advertisements as necessary.

A sign displaying “___________________________________” may be installed with prior approval by the County and must be maintained by Tenant. Any signage found to be unsightly may be removed by the County.

22. **Concessions**  Tenant may operate a concession facility only for events sponsored by or affiliated with Tenant or as approved by the County. Tenant must provide all necessary food, supplies and equipment needed for concessions. Tenant must supply and sell beverage products consistent with any current facility scoreboard vendor contracts. All concession sales will end no later than 9:30 p.m. daily. All monies collected shall be removed daily. County is not liable for any food, equipment, supplies, or money left in the Concession Facility.

Tenant must secure at their expense any and all necessary health permits. These permits must be kept current and posted at all times. Concession areas shall be kept clean at all times and failure to do so may result in usage being revoked. All flammable cylinders used by the Tenant must either be removed from County property after each use or secured in a proper storage cabinet for such items. Cylinders must be kept upright and chained with valve caps secured. They must also be inspected for rust and leaks and cannot be stored next to gas cans.

A concession usage fee will be assessed to vend at the facility for each day of sales. Payment will be made monthly by the Tenant. A schedule of concession usage days is required prior to use each month.

23. **Improvements**  Prior to any desired improvements, the Tenant shall submit any plans, specifications and location for all construction to the facility to the County for review and approval. County must provide written approval prior to any installation, expansion or material renovation. It is mutually agreed that any structure, facility or improvement constructed, installed and permanently attached to the property shall become the property of the County.
24. **Amendments**  This Agreement may be amended only through a written document executed by both parties.

25. **Assignment**  This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement.

26. **Notice**  All notices required to be given under this agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

   **As to the County:**  
   4801 W. Colonial Drive 
   Orlando, FL  32808-7756

   **As to the Tenant:**  
   ____________________________
   ____________________________

27. **Governing Law**  This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

28. **Litigation and Venue**  In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

29. **Signatory**  Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

30. **Entire Agreement**  This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions or amendments hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _______________, 20___.
“COUNTY”

ORANGE COUNTY, FLORIDA

BY: __________________________
Carrie Woodell, CFCM, CPPO,
C.P.M, FCPM
Administrator, Procurement Division

DATE: _________________________

ATTEST: _________________________

“TENANT”

____________________________
TITLE: _________________________ NAME (printed): _________________

___________________________ SIGNATURE: _________________________

DATE: _________________________ DATE: _________________________

Attachments:
Attachment A: Athletic Facility Management Plan Form
Attachment B: Business Associate Agreement (HIPPA)
APPENDIX D:
YOUTH SPORTS PARTNER APPLICATION