

**AGREEMENT**  
between  
**THE CITY OF GREENACRES**  
and  
**Lake Worth Sharks, Inc.**

for  
**Recreational Co-ed Youth Soccer League  
for the Leisure Services Department**

This Agreement, made and entered into this 1<sup>st</sup> day of August, 2016, by and between the CITY OF GREENACRES, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "CITY"), through its City Council;

**AND**

The LAKE WORTH SHARKS, INC., successors and assigns, (hereinafter "CONTRACTOR").

**WHEREAS**, the City wishes to enter into another agreement with CONTRACTOR to organize, manage and administer the City's Youth Soccer Leagues;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE I**  
**SERVICES TO BE PROVIDED**

The services to be provided by CONTRACTOR include providing sufficient staff and resources to professionally organize, manage and operate recreational co-ed Youth Soccer Leagues for participant's ages 5 - 14 years at City facilities in accordance with the terms outlined herein. CONTRACTOR shall be responsible for all aspects of the Youth Soccer League including, but not limited to providing screened coaches and officials, organizing team rosters, establishing practice and game schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer the Youth Soccer League. CITY will make available two (2) lighted soccer fields (*east and west*) and the concession stand at Freedom Park for the Fall (October – December) and Spring (March – June) sessions.

**ARTICLE II**  
**TERM**

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for one (1) year beginning on the effective date. At the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year renewable terms upon satisfactory performance and mutual written consent of the parties.

**ARTICLE III**  
**CONTRACTOR RESPONSIBILITIES**

CONTRACTOR shall be responsible for all aspects related to the organization, management, coordination and operation of the CITY'S recreational co-ed Youth Soccer League as specified herein:

1. Secure certified and trained, officials, staff, and volunteer coaches for the Youth Soccer League that have successfully passed a minimum of a Palm Beach County and State of Florida (FDLE) background check in accordance with the Palm Beach County Health Departments' Affidavit of Good Moral Character guidelines. The results of the background checks must be provided to the Contract Coordinator within 10 days of the program commencement.
2. Market the program by creating and distributing flyers in schools, and obtain business/partner sponsorships to enhance the quality of the Leagues.
3. Coordinate program drafts, parent meetings and coach's meetings.
4. Ensure that all parents, players, and coaches adhere to the Code of Conduct.
5. Create practice, game and field schedules, including lighting, and provide schedules to the CITY Contract Coordinator at least two (2) weeks before the start of the program.
6. Provide CITY Contract Coordinator with team rosters and contact information for participants and coaches within two weeks of the registration completion date.
7. Order and distribute team jerseys based on sizing requirements and distribute to participants prior to the first game.
8. Ensure that coaches and officials are available for scheduled play, are dressed in proper uniform and conduct themselves professionally.
9. Prepare and line fields for practice and games using CONTRACTOR supplied chalk.
10. Sign a concession stand Agreement, and remit \$100 security deposit and rental fees of \$5.00 per hour, prior to use.
11. Inspect and document conditions of athletic fields, equipment (goals, benches, tables, fencing, grills, irrigation system, concession stands, restrooms - including supplies), and notify CITY Contract Coordinator of damage, deficiencies and/or graffiti within 24 hours.
12. Ensure players/spectators clean areas immediately after usage.
13. Adhere to all CITY field and facility rules, and use fields/facilities for the intended sport for which it was designed and built within the pre-established scope and permitted date/time parameters only. parking on the grass, playing fields, sidewalks, or pathways in any park facility is prohibited.
14. Purchase trophies/medals and other equipment necessary for team games and practice.
15. Fund and facilitate an end of League ceremony.
16. Conduct a satisfaction survey of parents and participants and provide summary of results to CITY Contract Coordinator.
17. CONTRACTOR shall remain off of the fields, and make no effort to remove water or rake fields when notified by CITY about field closure due to weather or hazardous conditions.
18. Meet with CITY Contract Coordinator and CITY representatives to address service concerns and ensure all tasks are performed adequately and according to schedule.
19. CONTRACTOR shall respond to correct any deficiencies in performance of the services as identified by the CITY Contract Coordinator. Deficiencies shall be corrected within the time limits agreed upon with CITY Contract Coordinator based on the complexity of the corrective action.

#### **ARTICLE IV** **CITY RESPONSIBILITIES**

1. Monitor CONTRACTOR performance and compliance with the terms of the Agreement.
2. Collect fees, register participants using City registration forms, and forward to CONTRACTOR.
3. Advertise league in CityLink, on City website, marquee, and through press releases, and flyers.
4. Schedule usage and lighting of the east and west soccer fields at Freedom Park.
5. Coordinate field maintenance and repairs with Public Works Department.
6. Open soccer field concession stand at Freedom Park based on schedule provided by CONTRACTOR.

7. Facilitate athletic scholarship program for all qualifying residents.
8. Provide City facilities for CONTRACTOR to conduct parent and coach's meetings, drafts, training clinics and the end of the league ceremony.

## **ARTICLE V** **COMPENSATION AND METHOD OF PAYMENT**

The total compensation to be paid to the CONTRACTOR by the CITY for recreational youth soccer league services rendered hereunder shall be eighty percent (80%) of all participant registration fees received. The registration fees are as follows:

- \$90 Residents / \$110 Non-Residents
- City Employee Discount Program– \$72 Residents / \$88 Non-Residents
- City Athletic Scholarship Program–Eligible Resident fee discounts (25/50/75%)
- Coaching Incentive Program–Registration fees refunded (*1 child per div./per session*) following successful coaching completion at the end of the of the season.
- Registration fee refunds will be approved and processed by the CITY until the first game of the league is played (after which, no refunds will be approved).

The CITY shall issue a purchase order, citing this agreement as authority. Upon completion of the registration period, the CITY will verify registration revenue to determine a pro-rated weekly reimbursement rate, based on eighty percent (80%) of the total revenue received and divided by the number of weeks the league is in operation. CONTRACTOR shall submit an invoice at the completion of each two (2) week period of services rendered during that time period. The invoice shall identify league name/type, number of participants, and fee type (resident, non-resident, or employee resident/non-resident), number of service weeks and pro-rated weekly rate. CITY shall remit payment within thirty (30) days upon receipt of a proper invoice from CONTRACTOR. CITY will deduct any amounts paid for a refunded amount from CONTRACTOR's next scheduled payment. Reconciliation of Coaching Incentive refunds will be reflected in the final payment.

Registration fees may be adjusted at CITY'S discretion upon each annual renewal based on the percentage change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor, or as determined by the CITY.

## **ARTICLE VI** **MODIFICATION OF AGREEMENT TERMS**

The terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

## **ARTICLE VII** **MISCELLANEOUS**

### **6.1 TERMINATION**

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by CITY, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article IV for all services rendered through the date of termination. All CITY facilities, equipment, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

## **6.2 EQUAL OPPORTUNITY EMPLOYMENT**

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, and national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

## **6.3 PUBLIC ENTITY CRIMES ACT**

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

## **6.4 ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of CITY.

## **6.5 INDEMNIFICATION OF CITY**

CONTRACTOR shall at all times hereafter, indemnify, hold harmless, and defend CITY, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

## **6.6 INSURANCE**

CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance as required below, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance.

Such policy or policies shall be issued by United States Treasury, approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY OF GREENACRES, as an additional insured under the insurance policies hereinafter described.

6.6.1 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws, id applicable.

6.6.2 Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$2,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Sexual Abuse and Molestation
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY OF GREENACRES must be named as an "Additional Insured" with CONTRACTOR to liability arising out of operations performed for CITY, by or on behalf of CONTRACTOR, or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days' notice of cancellation and/or restriction.

6.6.3 Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.

- Employers' non-ownership.

CONTRACTOR shall provide to CITY, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required by Section 6.6, including any subsection there under. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

#### **6.7 PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS**

It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, an independent contractor and not an employee, agent, or servant of CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all CONTRACTOR'S relationships and the relationships of its employees to CITY, shall be that of an independent contractor and not as employees or agents of CITY.

In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in section 6.6 herein.

#### **6.8 LAWS AND REGULATIONS**

It is further understood by the parties that CONTRACTOR will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state, and local laws.

#### **6.9 CONTRACT COORDINATOR**

The CITY'S Contractor Coordinator during the performance of services pursuant to this Agreement shall be the CITY'S Leisure Services Director, telephone number, (561) 642-2180. The CITY'S Recreation Specialist (for athletic programs) will serve as the Leagues contact for daily operational requests and field reservations.

#### **6.10 NO CONTINGENT FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **6.11 GOVERNING LAW AND VENUE**

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

**6.12 ATTORNEY'S FEES**

In any action brought by either party for the enforcement of the obligations of the other party, each party shall be solely responsible for its own attorney fees and costs, regardless of the outcome of the enforcement, action or litigation.

**6.13 AUTHORITY TO ENGAGE IN BUSINESS**

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

**6.14 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

**6.15 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

**6.16 NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF GREENACRES:  
  
Director of Finance/Purchasing Agent  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463

FOR CONTRACTOR:  
  
Juan Marcos Bueno, V. President  
Lake Worth Sharks, Inc.  
902 South Lakeside Drive  
Lake Worth, FL 33460

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 1<sup>st</sup> day of August, 2016.

(Seal)

**CITY OF GREENACRES**  
A Municipal Corporation of the  
State of Florida.

**ATTEST:**

\_\_\_\_\_  
Denise McGrew  
City Clerk

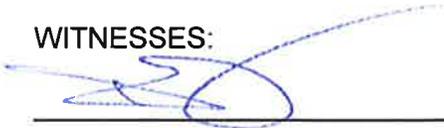
\_\_\_\_\_  
Samuel J. Ferreri  
Mayor

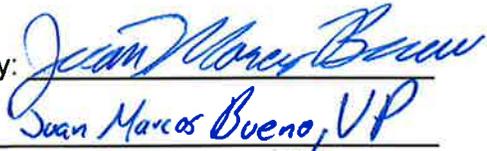
ENDORSED AS TO FORM  
AND SUFFICIENCY:

\_\_\_\_\_  
James D. Stokes  
City Attorney

**Lake Worth Sharks, Inc.**

WITNESSES:

  
\_\_\_\_\_  
Diana Ersoy  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Juan Marcos Bueno, VP  
\_\_\_\_\_

Print Name and Title

(Corporate Seal)

SWORN TO and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Notary Seal)

Signature: \_\_\_\_\_  
Notary Public - State of Florida

\_\_\_\_\_  
Printed Name

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_



**CITY OF GREENACRES  
DEPARTMENT OF LEISURE SERVICES  
EXHIBIT A – SCOPE OF SERVICES (SPORTS PROVIDER)**

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**Program:** Recreational Co-ed Youth Soccer League (ages 5 - 14 years)  
**Location:** Freedom Park Soccer Fields (east and west), Freedom Park Concession Stand  
**Program Length:** Fall League October – December 2016  
Spring League March – June 2017  
**Registration Fees:** \$90 Residents / \$110 Non-Residents  
City Employee Discount Program - \$72 Residents / \$88 Non-Residents  
Coaching Incentive Program & City Athletic Scholarship Program  
**Contractor Compensation:** 80% of all League registration fees  
**Estimated number of participants:** 200 / per season

Contractor Responsibilities:

- Coordinate Recreational Co-ed Youth Soccer league for the City.
- Obtain coaches and officials. All officials must be in proper uniform, and shall maintain a professional demeanor and conduct.
- Conduct background checks on coaches and officials and provide proof of results within ten (10) business days of league program season commencement.
- Coordinate program drafts, parent meetings, and coach training and meetings.
- Create and copy flyers for schools and assist with program marketing.
- Create practice, game, field, and lighting schedules, and provide the schedules to the City three (3) weeks prior to league program season commencement.
- Provide City with team rosters (including contact information for participants and coaches) within fourteen (14) days of closing registration date.
- Maintain concession stand cleanliness and organization.
- Order and distribute all team Jerseys/uniforms based on sizing requirements prior to first game.
- Purchase trophies/medals and other equipment necessary for team games and practice.
- Contractor shall line fields utilized for games and practice with Contractor supplied chalk.
- Fund and facilitate end of the league ceremony.
- Conduct a satisfaction survey for parents and participants and provide a summary of results to the City within seven (7) days after the league season ends.
- No registration fees are allowed to be collected by Contractor.
- No team/travel team registrations, players must be individually registered and fairly dispersed.
- Obtain business partners/sponsors for the purpose of enhancing the quality of the leagues.
- Sign concession stand agreement, remit security deposit, and rental fees prior to use.

City Responsibilities:

- Execute Agreement and monitor Contractor performance and compliance with the terms set forth.
- Collect fees, register participants using City registration forms, and forward to Contractor.
- Advertise league in CityLink, on website, marquee, press releases, and flyers.
- Coordinate field maintenance with Public Works Department.
- Schedule field usage and lighting.
- Open concession stand at Freedom Park soccer field based upon schedule.
- Facilitate athletic scholarship program for all qualifying residents.
- Provide City facilities for contractor to conduct parent and coaches meetings, drafts, training clinics and the end of the league ceremony.