

**VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary**

AGENDA ITEM: Adoption of Resolution No. 19-27 a Resolution of the Village Council of the Village of Royal Palm Beach specifically repealing Resolutions No.10-22 and No. 11-20 along with the associated Exhibit “A” and for providing for the adoption of a newly revised “Primary Sports Provider Policies and Procedures” which will supersede and replace the previous Policies and Procedures: providing that such Policies and Procedures will be made applicable to various Sports Providers that are recognized by the Village of Royal Palm Beach in the future for specific Sports, providing an effective date; and for other purposes.

ISSUE: The Village council desires to update the Sports Provider Policies and Procedures so as to be equal for all Sports Providers. The following recommendations have been approved by the Recreation Advisory Board at its September 23, 2019 regular meeting:

RECOMMENDED ACTION: Adoption of Resolution No. 19-27

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Director of Parks and Recreation		October 17, 2019	

RESOLUTION NO. 19-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, PROVIDING FOR THE ADOPTION OF A NEWLY REVISED “PRIMARY SPORTS PROVIDER POLICIES AND PROCEDURES” WHICH WILL SUPERSEDE AND REPLACE THE PREVIOUS POLICIES AND PROCEDURES; PROVIDING THAT SUCH POLICIES AND PROCEDURES WILL BE MADE APPLICABLE TO VARIOUS SPORTS PROVIDERS THAT ARE RECOGNIZED BY THE VILLAGE OF ROYAL PALM BEACH IN THE FUTURE FOR SPECIFIC SPORTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village Council of Royal Palm Beach has assumed a leadership role in promoting the health and welfare of the youth in the Village by providing baseball complexes for both recreational and competition purposes; and

WHEREAS, the Village Council of Royal Palm Beach desires to update and amend the previous “Primary Provider Policies and Procedures” adopted by Resolution No. 10-22 and modified by Resolution No. 11-25, in order revise the document to address issues that have arisen concerning certain recognized sports providers in the Village; and

WHEREAS, the Village Council of Royal Palm Beach desires to ensure that sports providers recognized by the Village in the future will be subject to these revised policies and procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

Section 1. The Village Council of the Village of Royal Palm Beach hereby adopts “Primary Sports Provider Policies and Procedures” described in Exhibit “A” attached hereto.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of October, 2019.

VILLAGE OF ROYAL PALM BEACH

Mayor Fred Pinto

ATTEST:

(SEAL)

Diane DiSanto, Village Clerk

***THE VILLAGE
OF
ROYAL PALM BEACH***

PRIMARY SPORTS PROVIDER

Policies and Procedures

**Resolution No. 11-25
Effective January 1, 2012**

Revised: **October 1, 2019
November 18, 2010
October 6, 2011**

PRIMARY SPORTS PROVIDER POLICIES and PROCEDURES

PURPOSE

The purpose of these guidelines is to set forth procedures for the organization and administration of sports delivery systems within the Village of Royal Palm Beach. The procedures specified herein will establish the standards to be used in governing those systems. Through their use, continuity can be maintained between each sports program, thereby allowing a comprehensive, equitable delivery of organized sports activities to meet the desires of Village residents.

GENERAL GUIDELINES

The guidelines contained within this document will state the proper procedures for any group interested in the delivery of a particular sports activity to take in communicating with the Village of Royal Palm Beach and in organizing the program.

The guidelines will be administered and enforced by the Village of Royal Palm Beach through its Parks and Recreation Department. Any inquiries pertaining to these guidelines or requests for interpretation of application should be sent to the Director of Parks and Recreation for a decision or clarification. The guidelines and procedures specified through this document will govern all recreational and competitive organized sports activity use in parks and parcels owned or maintained by the Village of Royal Palm Beach. It shall be the responsibility of the Board of Directors of each recognized Sports Provider to read and comply with the guidelines set-forth herein.

RECOGNITION OF PRIMARY PROVIDERS:

The Village of Royal Palm Beach will recognize one provider for the purpose of delivering that activity to village residents for a period of 5 years commencing on the date that this agreement is executed by the Village of Royal Palm Beach. **In no instance will the village recognize nor provide facility use to any group, which is attempting to duplicate the service provided by the officially recognized Sports Provider group.**

The Village of Royal Palm Beach reserves the right to withdraw the recognition afforded to any Sports Provider group as a delivery agent when that service delivery fails to meet the needs and requirements set forth by the Village residents covered by that program.

ATHLETICS

Philosophy

The Royal Palm Beach Parks and Recreation Department believes that participation in recreational sports programs, instructional programs, competitive leagues and tournaments contribute to the overall happiness, well-being and quality of life in the Village of Royal Palm Beach. To this end, the Athletic Section will strive to provide, within the constraints of available resources, quality sports programs, facilities and services.

The Mission of the Parks and Recreation Department is:

- To provide participants of all ages and abilities a variety of athletic opportunities which are grounded in principles of good sportsmanship.
- To emphasize safety and professional standards of quality within every athletic program.
- To improve and maintain effective communication and cooperation between the department and the facility users.
- To provide safe athletic facilities based on needs, professional standards of quality, and the efficient use of available resources.
- To monitor the quality, quantity and cost effectiveness of athletic services provided to participants.

Organization of Sports Provider Groups

Each recognized Sports Provider group shall operate as a non-profit corporation under the laws set forth for incorporation in the State of Florida. The group will establish regular meeting dates so that it can properly organize and run the respective program. All meetings must be open to the public and operate under the "Sunshine Laws" of Florida. To assure that each group operates in an organized manner, the following guidelines must be met:

1. A copy of the Primary Sports Provider's 'Articles of Incorporation are to be submitted to the Parks and Recreation Director and/or his/her designee within 30 days of designation as a Primary Provider. Any changes to the Articles of Incorporation are also to be submitted to the Village within 30 days of those changes.
2. A current copy of the Primary Sports Provider's By-Laws are to be kept on file at all times and a copy is to be submitted to the Parks and Recreation Director and/or his/her designee within 30 days of designation as a Primary Provider. Any amendments to such By-Laws are also to be submitted to the Village within 30 days.
3. All Regular meeting dates and times for organizational and problem solving purposes must be established and this information is to be provided to the Village.
4. All meetings must be open to the general public and held in a public facility.

5. Notice of all meeting times, dates and location are to be posted no less than 10 days prior to the scheduled meeting date. *Any cancellations are to be posted on the Provider's website and Village notified 48 hours prior to the scheduled meeting date.*
6. **In the event that a meeting is cancelled, the Provider is responsible for submitting a status update in writing to the Parks and Recreation Director and/or his/her designee. This update will include any pertinent information as well as financials and minutes from the previous meeting.**
7. Each meeting must be open to the public with minutes being recorded and supplied to the Village *by the next scheduled board meeting*
8. A governing Board of Directors must be established with terms of office not to exceed two years.
9. A Fidelity Bond in the amount of not less than \$50,000 is required for all organizations.
10. Directors and Officers Liability Insurance, in the amount of \$100,000 is required for all Primary Sports Providers.
11. All Boards, Executive Boards, Board of Directors, etc. are to be comprised of a numeric majority of Royal Palm Beach residents.
12. Elections will occur through the voting process where all participants, representatives (i.e. parent, guardian, etc.) of the provider group are entitled to vote.
13. Notice of elections shall be advertised no less than 14 days and no more than thirty (30) days prior to any election. This notice shall include: the date, time and location of the election.
14. The recognized Primary Sports Provider shall operate as a non-profit corporation under the laws set forth by the State of Florida. It shall obtain a 501c (3) designation from the Internal Revenue Service within six months of designation as a Primary Provider. The Primary Sports Provider's Not for Profit Annual Report, to show that the organization is currently active, is to be provided to the Parks and Recreation Director and/or his/her designee annually, no later than May 15th. (see *attachment "A"*)
15. Each Primary Provider is required to be affiliated with a National or State Recognized Organization, (i.e. FIFA, AYSO, PONY, BABE RUTH, LITTLE LEAGUE, USSSA, ASA, etc.) or other organizations approved by the Parks and Recreation Department

Communication

1. For the purpose of eliminating confusion and establishing direct communication between the Parks and Recreation Department and the provider group, the Parks and Recreation Director shall appoint a liaison to serve as a non voting member of the Provider Sports Provider's Board of Directors.
2. **Each Primary Provider must designate one board member (i.e President, Vice-President etc.) to correspond with the Village Liaison.**
3. Communication, information or requests for service should be made to the Parks and Recreation Director and/or his/her designee.

Fiscal Operations

1. The provider group shall operate as a non-profit corporation under the laws set forth for incorporation by the State of Florida.
2. The Treasurer of the Board of Directors will be responsible for the fiscal operations of the group including, but not limited to, dues, registration fees, insurance fees, donations and concession revenues. The group must establish and operate according to generally accepted accounting principles and use a commercially available computer based format. i.e.: Quick Books, etc.
3. All revenues and expenditures must be documented. These records must be available for public review and must be submitted to the Parks and Recreation Department upon request.
4. A copy of the organizations monthly financial report, certified by the President and Treasurer, is to be given to the Parks and Recreation Director and/or his/her designee by the 15th of each month.
5. Quarterly Financial Data consisting of: balance sheet, income statement and check register (*attachment "B"*) is to be submitted to the Parks and Recreation Director and/or his/her designee as scheduled. (*see attachment "A"*)
6. Two (2), Board approved, signatures are required on ALL checks.
7. Annual financial statements and copies of annual tax returns (form 990) shall be submitted to the Parks and Recreation Director and/or his/her designee no later than May 15th. (*see attachment "A"*)
8. An annual CPA Review Statement is to be submitted to the Parks and Recreation Director and/or his/her designee, no later than May 15th.

Registrations

1. Each group will be responsible for establishing the registration dates for their respective program.
2. Public advertisement of those dates in advance must occur and copies of the advertisement must be given to the Recreation Department.
3. All registrations must take place in a facility that is opened to the public.
4. Registration dates and locations are subject to approval by the Parks and Recreation Department to prevent conflict with other provider groups of other programs.
5. Player Rosters, by division/age group, must be provided to the Parks and Recreation Director and/or his/her designee no later than October 1st. (*Fall Season*) and no later than March 1st. (*Spring Season*). Rosters must include: player's name and home address. (*see attachment "A"*)

Recreational Program

1. It is the responsibility of Recognized Primary Provider to assure AND enforce that a minimum of 60% of all participants in the recreational program are Royal Palm Beach residents. To help in establishing these numbers, the Recognized Primary Provider shall set up a minimum of two (2) weeks advance registration for Village residents ONLY.
2. It is the responsibility of the Recognized Primary Provider to ensure priority field usage is given to the Recreational program.

3. Should vacancies occur during the season, priority to fill those vacancies is to be given to Royal Palm Beach residents.
4. The seasons for the Recreational programs are as follows:
 - **Baseball and Softball**
Spring: (Feb.1st - May 31st) and Fall: (Sep.1st - Nov. 30th)
 - **Soccer**
Spring: (Feb.1st - May 31st) and Fall: (Sep.1st - Nov. 30th)
 - **Contact Football and Flag Football**
Spring: (Feb.1st - May 31st) and Fall: (Aug.1st - Oct. 31st)

Signage

1. All signage must be approved by the Parks and Recreation Department.
2. Stand-alone signs are prohibited without Village approval.
3. All Banners must be feet in width by 6 feet in length and must be facing the playing field.
4. All Banners must be removed at the conclusion of the recreational season.

Selection of Coaches and officials

1. The provider group must establish *and adhere to* guidelines and criteria for the selection of coaches.
2. All coaches must be certified through the National Alliance for Youth Sports (NAYS) or equivalent (www.nays.org).
3. All provider groups must conduct, annually, criminal background check on all coaches, assistant coaches, board members, officials, referees, etc. (see *Westlaw F.S.A. 943.0438 attached.*) (see attachment "F")
4. All Coaches must complete the free "Concussion Training" program through the National Alliance for Youth Sports (NAYS) or equivalent (www.nays.org). (see attachment "F")
5. In conjunction with the Parks and Recreation Department, the provider group will conduct NYSCA (or equivalent) clinics and seminars to train and certify coaches. The Parks and Recreation Department reserve the right to charge a fee for these services.

Insurance

1. Accident insurance must be available to all participants. A fee for that insurance may be levied separately or incorporated into the registration fee.
2. A current certificate of insurance of Comprehensive General Liability coverage in the amount of no less than \$1,000,000, naming the Village of Royal Palm Beach as additionally insured in must be on file with the Parks and Recreation Director and/or his/her designee prior to requesting any field permits.
3. Any team(s) that inter-league or participate in a tournament that is sponsored by the Primary Provider must provide a current certificate of general liability insurance in the amount of not less than \$1,000,000 with the certificate holder being the Village of Royal Palm Beach, 1050 Royal

Fees and Charges

1. The Recognized Primary Provider shall charge a 20% "Facility Maintenance Fee" ,not to exceed \$35.00, to all participants who are not residents of the Village of Royal Palm Beach for each Primary Provider's program and/or season. ALL camps and clinics included.
2. The Facility Maintenance Fee is to be paid to the Village within (15) days of receipt of invoice.
3. Under no circumstances is there to be an entry fee charged to the general public for any activity taking place on Village owned, leased or maintained property.
4. All other fees and charges see Village's schedule of Fees and Charges (*attached*)
5. Each Recognized Provider group is responsible for the repair and/ or replacement of any Village supplied equipment/ supplies due to misuse or neglect. This includes but is not limited to; scoreboards, scoreboard controllers, facility doors and roll down doors, concession building (interior and exterior), sound systems, microphones etc.

Other Information required

1. All parents/guardians are to sign a code of conduct prior to participating in each season's activities conducted by the Primary Provider. These documents are to be kept on file for a period of no less than one (1) year and made available to the Village upon request. (*attachment- "C"*)
2. All board members, directors, coaches, assistant coaches and others affiliated with the Primary Provider are to sign a code of conduct prior to the beginning of each season. In the case of elected positions, prior to the beginning of the elected term of office. (*attachment "D"*)

Travel / Competitive Teams

5. The seasons for Travel/Competitive programs are as follows; Spring: (Feb.1st – July 31st) and Fall: (Aug. 1st – Jan. 31st) and is based on field availability.
6. Each Travel/Competitive Team must be comprised of a minimum of 25% Royal Palm Beach residents.
 - **Baseball and Softball**
If team is comprised of 25%-50% Royal Palm Beach Residents: \$500 per season.
If team is comprised of 51% or greater Royal Palm Beach Residents: \$250 per season.
 - **Soccer**
If team is comprised of 25%-50% Royal Palm Beach Residents: \$1,000 per year.
If team is comprised of 51% or greater Royal Palm Beach Residents: \$500 per season.
 - **Travel Basketball**
If team is comprised of 25%-50% Royal Palm Beach Residents: \$750 per season.
If team is comprised of 51% or greater Royal Palm Beach Residents: \$500 per season.
7. Travel/Competitive team rates are valid for the use of primary use facilities only.
(Baseball and Softball - Bob Marcello Baseball Complex and Ferrin Park)
(Soccer- Katz Soccer Complex)
(Basketball – Recreation Center Gymnasium (Friday Evenings))
8. Use of additional facilities other those mentioned above must be requested, in writing, 90 days prior to the requested start date and is subject to the Village's schedule of Fees and Charges.

9. **ALL** participants are required to reside within the boundaries of Palm Beach County (resolution 11-20)
10. Travel teams are independent of Recreation League Teams with a single representative on the Primary Provider Board of Directors.
11. Primary use of Village owned facilities is given to the Recreation League teams.
12. Travel Teams will have access to Village facilities on Friday evenings and Sundays for games and Monday thru Thursday based on percentage of enrollment as compared to the Recreational League and field availability.
13. Use of existing concession facilities is prohibited. However an independently operated concession is permitted.
14. All permits and licenses required by the State of Florida Health Department along with all permits required by the Village of Royal Palm Beach.
15. No additional Parks staff required. However should the need arise all charges will be assessed as listed in the Village's Fees and Charges Schedule. (see attached)
16. No Recreational League equipment will be used by travel teams. Travel Teams are responsible for their own equipment.
17. Each travel Team will be responsible for its finances however monthly financial statements are to be submitted to the Travel provider representative at its monthly Primary Provider Meeting.
18. Travel rosters and team practice schedules must be submitted to the Village before permits are issued. Failure to do so could result in forfeiture of facility use.
19. All other policies and procedures set forth in this agreement are in effect.
20. Regular field prep will be available Monday thru Friday 7am-4pm. Weekends and Holidays are subject to all fees and charges as stated in the Village's Schedule of fees and Charges (attached)

Sports Provider Review

1. On an annual basis, each sports provider will be reviewed by staff for compliance with the Village's Policies and Procedure Guidelines.
2. This agreement will be reviewed and presented to each Sports Provider for signature by its Board of Directors on an annual basis. A record of each agreement will be kept on file with the Village Clerk with copies to the Parks and Recreation Department and the Sports Provider.
3. Each Primary Sports Provider is required to present an annual status update of its organization to the Recreation Advisory Board (RAB).

Removal of Sports Provider

1. The Parks and Recreation Director may recommend to the Recreation Advisory Board (RAB) that the agreement between the Village and a current Sports Provider be terminated and that the

Sports Provider be removed from its obligation to provide recreational services. Cause for recommendation of termination may include, but is not limited to the following:

- A. Repeated violations of Village Policies and Procedures.
 - B. Failure to provide its expected level of service under the Sports Provider Agreement.
 - C. Criminal indictment of one or more board members.
 - D. Financial impropriety.
 - E. Actions of the Board, Board Members, or coaches that have caused or may cause injury to its participants.
 - F. Actions of the Board, Board Members or coaches that may cause serious financial or legal risk to the Village of Royal Palm Beach.
2. The Recreation Advisory Board (RAB) make its recommendation to the Village Council after reviewing the information.
 3. Only the Village Council may remove a Recognized Sports Provider.
 4. Nothing in the above removal procedures alters the Village Council's authority to remove a recognized Sports Provider for any reason the Council deems appropriate, with or without cause. Nor shall the removal of a sports provider for any reason be the subject of an appeal, declaratory relief, or actionable for damages, or any other claim or cause of action, once the Village Council has made its decision.

Camps, Clinics, Tournaments and Special Events

All requests for tournaments and/or fundraising activities coordinated by the Primary Sports Provider must be made in writing by submitting a Special Event Permit Application to the Parks and Recreation Department, no less than thirty (30) days prior to the requested tournament/activity date. The application will then be submitted to the **Village's Technical Site Review (TSR)** committee and then submitted to the Village Council for approval.

ALL Camps, Clinics, Tournaments and other Special Events are subject to all Village fees and charges as stated in the Village's Schedule of Fees and Charges, as may be amended, unless otherwise noted.

Each Primary Sports Provider is permitted one (1) intra-league end of season playoff tournament per recognized season. (*Special Event Permit not required*).

All sanctioned and invitational tournaments are subject to 20% of all registration fees plus any light fees if during blackout periods of June 1st through August 31st and December 1st through January 31st.

Should a tournament fall on an official Village holiday, the Primary Sports Provider will be responsible for the entire staff costs and overtime fees associated with the holiday.

For all Camps and/or Clinics when a fee is charged, a roster of all participants, including name and address is to be submitted to the Parks and Recreation Department prior to the start of said camp/clinic. The 20% "Maintenance Fee" will be assessed to the Sports Provider for all participants who are not residents of the Village.

Athletic Facilities User Guidelines

Scheduling Policies and Procedures:

The following policies and procedures have been developed to serve as a consistent guideline and process in the scheduling of outdoor facilities for community use. All parties will utilize these guidelines in an attempt to ensure maximum utilization of these facilities in a manner consistent and appropriate with its intended purpose.

Priorities of Field Use:

To ensure that the needs of the community – based organizations and groups are being met, the following priorities of use will be implemented when issuing block permits for athletic facilities:

1. Royal Palm Beach Parks and Recreation sponsored youth and adult programs.
2. Youth programs
 - a. Youth recreational programs. (Primary Sports Provider)
 - b. Public school programs
 - c. Youth travel leagues affiliated with village sponsored programs.
 - d. Non-profit youth groups, village based.
 - e. Independent youth travel teams, village based.
3. Adult Programs:
 - a. Adult recreational leagues
 - b. Non-profit groups, village based.

If more than one group request a field(s), concession or storage space, priority is based on the number of residents a league has registered and primary season for a specific facility. The Village reserves the right to schedule seasons to accommodate the entire community.

Scheduling Policies and Procedures

1. The Parks and Recreation Department will make every effort to accommodate community requests.
2. A site rotation schedule will be established on an annual basis in an effort to heighten maintenance, allow for resting and restoration. The rotation is based on facility condition, planned and funded projects and equity in rotated use.
3. The Parks and Recreation Department is the scheduler for community use of the village's park facilities.
4. There are two types of permits:
 - Temporary Permit*, usage for up to three (3) consecutive days
 - Block Permit* This permit is available to the Village's "*Primary Provider*" Groups only.
5. Requests for a "*Temporary*" permit are to be received by the Recreation Department, in writing 5 days in advance. Note: Verbal requests are only tentative.

6. ALL practice and game schedules are to be submitted to the Primary Provider's Village liaison ten (10) days prior to the start of each season. Any subsequent changes are to be submitted no later than three (3) business days prior to the start of the practice or game..
7. Requests for a "Block" permit are to be received by the Recreation department 60 days in advance of the requested dates.
8. All events scheduled during: December 1st. through January 31st. and June 1st. and August 31st. are subject to rental and light fees.

Field Repairs and Maintenance

Facilities

The Parks and Recreation Department reserves the right to assign its facilities for play or practice to any group. The assignment decisions rest solely with the Parks and Recreation Department. Additionally, the Parks and Recreation Department may, at any time, change the site assignment for a program if it is deemed necessary and in the best interest of the Village.

Maintenance

The Village of Royal Palm Beach will maintain fields for games and practices. It will be the responsibility of the Village to do all striping, dragging, raking, mowing and all other maintenance items.

1. The Village, at any time, may cancel, postpone or delay any athletic contest or practice due to inclement weather or any other factors, which may be deemed unsafe for the program participants. A designated liaison, appointed by the user group will be notified of any cancellations or delays as soon as that determination has been made. It shall be the responsibility of the provider group to notify its members of any facility cancellation or delay.
2. The Village will provide basic maintenance services Monday through Saturday 7am – 4pm for recognized provider groups at no charge. The Village reserves the right, however to assess a maintenance surcharge to the respective groups to cover the cost of materials and labor for services on Sundays or as it deems necessary.
3. Please contact the Recreation Department in reference to all damages and requests for repairs. Requests should be made in writing from the league's Facilities Director. No one is allowed to use the athletic fields before 3:30 p.m. weekdays, unless previous arrangements have been made with staff.
4. All field repairs and field dimension changes must be submitted in writing to the Recreation Department at least 7 business days prior to the activity start date.
5. The Parks and Recreation Department reserves the right to close any field due to unsafe or hazardous conditions caused by excessive foot traffic, vandalism, maintenance, unsafe lighting or other unforeseen circumstances that may be revealed through the routine inspections of the facilities. The industry standard is to close sport fields 72 days each year. The village will make every effort to accommodate league play but will not sacrifice safety or playing field conditions in scheduling field use.
6. The user groups can be of great assistance in reporting field light repairs and other minor repairs in a timely manner by noting the park name, field #, pole designation (such as Left center field etc). They can report this information by calling the Parks and Recreation office at 790-5124,

although written documentation is preferred. The Village will attempt to complete requests in a reasonable amount of time.

7. League seasons may be modified for liability reasons with approval from the Parks and Recreation Director. If the fields need to be modified for tournaments, it the responsibility of the user group to pay for such modifications and to return the fields to their original condition.
8. Important numbers:
 - Parks Hotline (Weekday evenings and Weekends) –284-0017
 - Recreation Center -----790-5124
 - Sheriff Dispatch -----790-5180

General Information

1. Please keep all facilities clean and safe.
2. Safe playing conditions should be a priority at all times when utilizing the athletic facilities. The Village shall close fields for unsafe conditions if repairs cannot be made immediately.
3. Groups must notify the Recreation Department if the fields will not be utilized for more than (3) consecutive days during their permitted schedule.
4. No vehicles or heavy equipment is allowed on any field without prior permission from the Recreation Department.
5. Using the chain link fence for batting practice is prohibited.
6. Electrical rooms, press boxes or bathrooms are not to be used for equipment storage.
7. No one should tamper with breakers, locks or timers in an effort to activate the field lighting system. If the lights will not come on for organized play, only the Field Director may call the Village's designated person for assistance.
8. There shall be no modifications to any Village owned, leased or maintained facility, without the written approval of the Village. All requested improvements are to be constructed by the Village and paid for by the requesting Primary Provider.
9. Associations must provide a key to the Parks and Recreation Department for any locked facilities and goals the Association utilizes on Village property.
10. A "block permit" does not give a group the authority to permit or allow another group to utilize the facilities without Parks and Recreation Department approval.
 - 1st. Offense: verbal warning
 - 2nd. Offense: written warning
 - 3rd. Offense: termination of permit

A permit is for a specific facility. Any permit holder found utilizing a facility other than that which is listed in the permit, risks losing permit privileges.

- 1st. Offense: verbal warning
- 2nd. Offense: written warning
- 3rd. Offense: termination of permit

11. Whenever a facility is designated "CLOSED" it is for good reason. Violators will be prosecuted to the fullest extent of the law and in the case of a Primary Sports Provider it may jeopardize its status with the Village as a Sports Provider.
12. Be sure to inspect the facility prior to each use.
13. Be sure that all buildings are secured when leaving the facility.
14. Game schedules are to be submitted to the Parks and Recreation Department no later than 10 days prior to the beginning of each season.
15. Any subsequent changes to the schedule are to be submitted to the Parks and Recreation Department a minimum of three (3) business days prior to the start of the practice or game.
16. Trash is expected to be placed in appropriate containers in and around dugouts, concession stands and bleachers.
17. The league is to appoint one individual to be the liaison between your organization and the Parks and Recreation Department. All requests should come from this representative

Food Concession

Requests/bids to operate concessions by youth and /or Adult athletic associations or organized groups on an individual or joint basis must be made in writing and sent to the Parks and Recreation Department for review.

All requests/bids must include the following:

1. The name, address and phone number and e-mail address of the individual responsible for the operation of the concession
2. A calendar of specific dates and times that the facility will be in operation.
3. A list of all equipment that will be brought into the park to set up the concession. The product is requested to be removed from the premises after the permit has expired. It is possible that the concession stand will be used by multiple organizations. All placements of trailers must be approved by the Village Manager or designee.
4. The original certificate of insurance naming the Village Of Royal Palm Beach as additional insured for the dates, type and location of the event showing general liability coverage with a combined single limit of \$1,000,000 for bodily injury and property damage.
5. It is the responsibility of the user group to maintain a clean and safe concession stand. NOTE: It is the responsibility of the association or group to assure that the park facility is free of any litter and debris after each concession operation. All trash is to be removed from the facility and placed into the nearest trash container. Concession facilities are subject to inspection by the Parks and Recreation Department to ensure standard of cleanliness and compliance with all Fire Marshall Regulations.
6. Under no circumstances are there to be any propane tanks stored inside any building or trailer that is located in any Public Park Facility.
7. All food concessions must be licensed and operated according to the State of Florida and Palm Beach County regulations and codes, as well as having a Royal Palm beach permit and affidavit. Village permits may be obtained at the Village Clerk's office located at 1050 Royal Palm Beach Blvd.
8. The Village has the right to sell any concessions from any building or facility if the Village deems necessary or prudent.
9. Failure to comply with any or all of these requirements will result in the revocation of the concession requests made by the organized group or association.

The Village of Royal Palm Beach reserves the right to audit all Sports Provider Agreements for compliance with the terms as set forth in this agreement.

Failure to comply with the Policies and Procedures set forth in this document may result in a recommendation to the Village Council by the Parks and Recreation Director and/or the Recreation Advisory Board, to remove the organization as a Primary Sports Provider,

ATTEST:
Diane DiSanto, Village Clerk

OWNER:
Village of Royal Palm Beach

By: _____

By: _____
Raymond C. Liggins, Village Manager

Date: _____ 2011

(seal)

WITNESS:

PRIMARY SPORTS PROVIDER:

Signature

By: _____
, President

Signature

Date: _____ 2011

Attachment "A"

CALENDAR

<u>REQUIRED DOCUMENTATION</u>	<u>DATE DUE BY</u>	<u>FREQUENCY</u>
✓ Articles of Incorporation	February 1 st .	Annually
✓ Copy of By-Laws	February 1 st .	Annually
✓ Non-Profit Corporation Annual Report 501c(3)	May 15 th .	Annually
✓ Copy of Current Tax Return (Form 990)	May 15 th . July 1 st . (soccer)	Annually
✓ CPA Review Statement	May 15 th .	Annually
✓ Financial Data (Attachment "D")	April 15 th . July 15 th . October 15 th . January 15 th .	1 st . Quarter 2 nd . Quarter 3 rd . Quarter 4 th . Quarter
✓ Rosters – Fall Season	October 1 st .	Seasonal
✓ Rosters – Spring Season	March 1 st .	Seasonal
✓ Rosters- Soccer	April 1 st .	

ALL game schedules are due no later than 10 days prior to the start of the season

ALL insurance certificates are due with no lapse in policy coverage. Organization must ensure that their insurance coverage is active at all times

ATTACHMENT "B"

QUARTERLY FINANCIAL DATA

The attached balance sheet, income statement and check register are a true and accurate reflection of the activity of our Organization's financial affairs for the quarter ended _____. All disbursements listed in the accompanying check register are properly supported by invoices or other documentation and that support has been approved (initialed) by the Organization's Treasurer. Furthermore, the bank accounts have been properly reconciled, and approved by a Board Member, and there are no un-reconciled amounts. These financial statements have been given to our Board members and they have reviewed and approved them.

Signed: _____ Date: ____/____/____
Financial Officer

Signed: _____ Date: ____/____/____
Board Member

Attachment "C"

Parents Code of Ethics:

At a minimum, the following code of ethics must be adhered to and signed by all parents affiliated with the Recognized Sports Providers.

I hereby pledge to provide positive support; care and encouragement for my child participating in youth sports by follow this Parents Code of Ethics:

- I will encourage good sportsmanship by demonstrating positive support for all players, coaches and officials at every game, practice or other youth sports event.
- I will place the emotional and physical well being of my child ahead of my personal desire to win.
- I will insist that my child play in a safe and healthy environment.
- I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches Code of Ethics.
- I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.
- I will demand a sports environment for my child that is free from drugs, tobacco, and alcohol and will refrain from their use at all youth sports events.
- I will remember that the game is for the youth – not adults.
- I will do my very best to make youth sports fun for my child.
- I will ask my child to treat other players, coaches fans, and officials with respect regardless of race, sex, creed or ability.
- I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching or providing transportation.

Signature: _____ **Date:** ____/____/____

Attachment "D"

Code of Ethics:

At a minimum, the following code of ethics must be adhered to and signed by all board members, coaches, assistant coaches, and others affiliated with the Recognized Sports Providers.

- I will place the emotional and physical well being of the children ahead of a personal desire to win.
- I will treat each participant as an individual, remembering the large range of emotional and physical development for the same age group.
- I will do my best to provide a safe playing situation for the participants.
- I will promise to review and practice the basic first aid principles needed to treat the injuries of the participants.
- I will do my best to organize practices that are fun and challenging for all the participants.
- I will lead by example in demonstrating fair play and sportsmanship for all the participants.
- I will provide a sports environment for the participant that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.
- I will be knowledgeable in the rules of each sport that I participate, and will teach these rules to the participants.
- I will use coaching techniques that are appropriate for all of the skills that I teach.
- I will remember that I am a youth sports coach, and that the game is for the children and not the adults.

Signature: _____

Date: ____/____/____

Attachment "E"

**Village of Royal Palm Beach
Concession Agreement**

This Agreement is made this _____ day of _____ by and between the Village of Royal Palm Beach (VILLAGE), and _____ (SPORTS ORGANIZATION or PROVIDER). This Agreement is in addition to any existing agreements between the VILLAGE and the SPORTS ORGANIZATION.

In consideration of the mutual covenants herein, the receipt and sufficiency of which are acknowledged, the parties do agree as follows: Royal Palm Beach agrees to provide SPORTS ORGANIZATION with a permit to operate the concession stand located at _____ PARK, ROYAL PALM BEACH, FL for the period _____ to _____ according to the following agreed upon terms.

1. The SPORTS ORGANIZATION shall have the right to improve the facilities in a proper and pleasing decor, subject to the prior written approval VILLAGE providing that all improvements comply with all applicable Federal, State, County and local laws, rules, codes, ordinances, regulations, directives and guidelines. All such improvements shall be paid for, erected and removed by the SPORTS ORGANIZATION at its expense and the facilities shall be restored to its original conditions.
2. The SPORTS ORGANIZATION shall not place anything over the coin or dollar receptacles, unplug, or tamper with the Vending Machines or any other equipment or facilities located at the PARK.
3. at all times, the SPORTS ORGANIZATION shall supervise and guard against any negligence, gross negligence, willful or wanton acts while operating and conducting all activities on and at the Village's facilities and parks referenced herein. SPORTS ORGANIZATION shall indemnify and hold harmless the Village, its officers, employees and agents from any and all actions, suits, claims matters or other such things arising out of this Agreement including all negligence, gross negligence, willful and wanton acts of the SPORTS ORGANIZATION'S, its agents, invitees and licensees or other parties of SPORTS ORGANIZATION. The parties hereto represent that this provision is supported by adequate consideration. This provision is in addition to any other indemnification provided for in this Agreement.
4. The concession stand operating permit must be used in accordance with the days and times listed on it and must be shown upon request by the Village or any other governmental authority having jurisdiction over the same.
5. The SPORTS ORGANIZATION to whom the permit is issued shall be responsible for the conduct of those working in the concession stand and shall be responsible for any and all damage to the concession stand or other facilities of the Village and any parties as a result of its actions or inactions arising from this Agreement. Further, any concession operation shall comply with all Federal, State and local laws, rules, regulations, directives, ordinances and guidelines, codes and any other matters as it relates to operating and conducting the concessions contemplated herein.
6. Permitted groups and SPORTS ORGANIZATIONS are required to perform daily cleaning and routine upkeep of the concession stand and its equipment and keep all property in a neat, clean and operating condition. The facility and equipment must be cleaned each night. No open food or dirty dishes, equipment, or other such items shall be left out. The facility must be left in the condition that it was found in prior to permitted use and properly secured.
7. The permitted groups and SPORTS ORGANIZATION must comply with any Palm Beach County Health Department's laws, rules, regulations, ordinances, guidelines, directives and codes with

regards to the operation of concession stands and any other laws, rules, regulations, codes, ordinances, guidelines and directives whether Federal, State or local and other governmental authorities having jurisdiction over the same.

8. The Village shall make periodic inspections of the concession stand. A permitted use follow-up report will be issued to any group and SPORTS ORGANIZATION failing to comply with this Agreement. If a permitted user/SPORTS ORGANIZATION is issued two follow-up reports, the user's permit will be reviewed by the Parks & Recreation Advisory Board for action, which may include termination of the permit and/ or denial of future requests for permits. Further, at any time, and for any reason what so ever the SPORTS ORGANIZATION and permitted group understands that the Village may terminate this Agreement for convenience upon providing the SPORTS ORGANIZATION 24 hours prior written notice of the same. The Village upon such termination shall be relieved from all liability to the SPORTS ORGANIZATION and permitted groups.
9. Any concession stand permit will be invalid for any day designated a special event by the Parks & Recreation Director. Permission to operate a concession facility on such a day must be requested in advance and the Parks & Recreation Director or designee will make the determination, which shall be in his or her sole and unfettered discretion.
10. Any organization wishing to operate a concession stand, other than the Village's permanent concession buildings (i.e. a portable, self-contained unit), on park property must obtain a separate permit, in accordance with this policy, from the Parks & Recreation Director and shall comply with all Federal, State and local laws, rules, regulations, ordinances, codes directives and guidelines.
11. No SPORTS ORGANIZATION can contract with a food or beverage vendor as their concessionaire. Further SPORTS ORGANIZATION shall not dump any hazardous, toxic or other foreign substances, such as, but not limited to, grease or animal fats or other such substances into the sinks, toilets, pipes and other facilities of the Village of Royal Palm Beach. Such dumping is strictly prohibited. Disposal of such items shall be in conformance with all applicable Federal, State and local laws, rules, regulations, ordinances, codes, directives and guidelines.
12. No sports equipment, clothing or other merchandise will be sold from any concession facility on park property unless the same complies with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, directives and guidelines applicable to the same.
13. The SPORTS ORGANIZATION agrees to indemnify and hold harmless the VILLAGE from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the SPORTS ORGANIZATION, its agents, servants, employees, contractors, volunteers, licensee and invitees arising out of its operation under this Agreement.
14. The SPORTS ORGANIZATION shall and hereby does release the VILLAGE from all liability for the loss or damage of merchandise, goods, equipment or any other property of whatsoever kind or for any other reason and any of his suppliers caused by fire, theft, storm, or for any other reason arising from its operation under this Agreement.
15. The SPORTS ORGANIZATION shall make every effort to assist the VILLAGE in keeping the areas free from debris and litter. ALL empty boxes, etc. shall be disposed of in the dumpsters provided. NO BOXES ARE TO BE PLACED IN OR AROUND THE TRASH RECEPTACLES.
16. No beer, wine or alcohol, tobacco products, fireworks or sparklers will be sold at any concession stand or any other illegal items.
17. The SPORTS ORGANIZATION shall during the term of this Agreement and any extensions thereof, maintain in full force and effect such comprehensive general liability insurance with limits of no less than \$1,000,000 for any one occurrence and in the aggregate for bodily injury, personal injury and property damage liability and Products Liability Insurance in the amount of not less than One Million

Dollars \$1,000,000.00 with such deductible acceptable to the Risk Management Department of the Village. Further, the SPORTS ORGANIZATION shall provide any other insurance with deductibles deemed necessary by the Village's Risk Management Department. The SPORTS ORGANIZATION represents covenants and warrants that no activities shall be conducted as a result of this Agreement until the Village's Risk Management Department has approved as insurance required herein.

18. The SPORTS ORGANIZATION shall maintain adequate records to justify all charges, expenses and costs incurred in performing this Agreement. The Village reserves the right, upon reasonable request and during normal business hours, to inspect and have access to such books, and records of the SPORTS ORGANIZATION and permitted groups. The Village shall have the right to audit and inspect such records at all times and the SPORTS ORGANIZATION and permitted groups shall maintain the records resulting from the operation of such concessions for a period of Three (3) years from the date of termination of this Agreement..
19. This Agreement is binding upon the parties hereto, their heirs, successors and assignees.
20. This Agreement shall be construed in accordance with the laws of the State of Florida and should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
21. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have retained business and legal experts to review the adequacy of the same.
22. This Agreement and the Permit may not be assigned by the SPORTS ORGANIZATION and permitted groups.
23. Any notice required herein shall be by U.S. Mail and shall be made by Registered Mail Return Receipt Requested at the parties last known address or by such overnight service such as Federal Express evidencing receipt thereof. Notice shall be deemed given upon receipt of confirmation of delivery or if no delivery can be made or confirmed after four (4) days it shall be deemed received.

The _____ (SPORTS ORGANIZATION) and the VILLAGE OF ROYAL PALM BEACH having read and agreed to all of the terms, hereby sign this Agreement to be fully bound.

BY: _____ /_____/_____
Concessioner Date

BY: _____ /_____/_____
Village of Royal Palm Beach Date

Attachment "F"

Primary Provider Documentation Checklist

All documents must be submitted to the Royal Palm Beach Parks and Recreation Liaison.

○ **Background Check Verification Form**

All Primary providers must submit a completed background verification form. This form must list all individuals who have successfully completed a background check. All coaches, instructors, officials, board members, etc., must undergo a background check. Any individual that has not passed a background check is not permitted to have direct interaction with the league participants. This form must be submitted prior to any organized activity. Florida statutes 943.0438 can be viewed on page 9 of this document.

○ **Concussion Certification Verification Form**

All Primary providers must submit a completed concussion certification verification form. This form must list all individuals who have successfully completed their concussion certification. Any individual that has not obtained their concussion certificate is not permitted to have direct interaction with league participants. This form must be submitted prior to any organized activity. Florida statutes 943.0438 can be viewed on page 9 of this document.

○ **Financial and Organization Documentation**

All Primary providers must submit financials and minutes monthly to the Royal Palm Beach Parks and Recreation Liaison. They must submit official rosters and schedules (no less than 10 days prior to the start of the season or tournament) seasonally and they must submit their articles of incorporation, bylaws, tax return, CPA review statement, non-profit corporation certificate, and quarterly financials on an annual basis. Deadlines for submission of all documentation are listed on page 9.

○ **Insurance Certificate**

All Primary providers must submit an insurance certificate naming the Village of Royal Palm Beach, 1050 Royal Palm Beach Blvd, Royal Palm Beach FL, 33411, as additionally insured. This certificate must be active, valid and on file with the Village of Royal Palm Beach Parks and Recreation Department at all times. In addition, if any user groups outside of the organization utilize Royal Palm Beach facilities, they too must submit an insurance certificate naming the Village as additionally insured.

○ **Travel Documentation**

Each Primary Provider must approve all travel teams that are affiliated with their organization. Once travel teams have been approved the organization's board member that is designated as the "Travel Coordinator" must submit a folder for each travel team to the Village of Royal Palm Beach Liaison which will include the following;

- 1.) *An official roster with home addresses*
- 2.) *An insurance certificate naming the Village of Royal Palm Beach as additionally insured*
- 3.) *A current financial statement*
- 4.) *A background screening verification form*
- 5.) *A concussion verification form*

The liaison will invoice the travel coordinator a "maintenance fee" based on the official rosters of each travel team. Payment must be submitted to the Village before any scheduled activity will be permitted. Once payment(s) have been submitted to the Village, the travel coordinator must submit schedules to the Village Liaison for each travel team (schedules are due no later than 10 days prior to the start of the season or tournament). Also, each team must submit a financial statement monthly to the Village of Royal Palm Beach Liaison.

Background Screening Requirements

- I. Organization must comply with state background screening requirements, which includes the following:
 - a. A background screening on all current and prospective athletic coaches, officials, board members and volunteers in accordance with Chapter 2010-94, Laws of Florida.
 - b. The screening process must include a search of each current and prospective athletic coaches, officials, board members and volunteers name or other identifying information against the state and federal registries of sexual predators and sexual offenders maintained and provided by:
 - i. The Florida Department of Law Enforcement under Florida Statute s. 943.043; and
 - ii. The Attorney General of the United States under 42 U.S.C. s. 16920.
 - c. Any current or prospective coach, official, board member and volunteer whose name was identified on either registry must be disqualified from participation with organization while utilizing Royal Palm Beach and Palm Beach County facilities.
- II. Organization must comply with the Village of Royal Palm Beach's background screening requirements, which includes the following:
 - a. A formal background screening on all current and prospective coaches, board members, officials, staff members and volunteers.
 - b. The screening must include a search of current and prospective coaches, board members, officials, staff members and volunteer names through a criminal history registry.
 - c. Any current or prospective coach, board member, official, staff member or volunteer whose identity flagged criminal history must be disqualified from participating with the above named organization or association while utilizing Royal Palm Beach and Palm Beach County facilities.
- III. Background Affidavit Screening Submission
 - a. Organizations must submit to the Royal Palm Beach Parks and Recreation Department, the names of any athletic coach, board member, official, staff member and/or volunteer that has been screened in accordance with Exhibit A.

The Background Screening as required herein, shall be provided to the Village of Royal Palm Beach 10 business days prior to the execution of the contract and prior to any person acting on behalf of the organization as part of the organization's permit.

IV. Background Screening Affidavit Renewal

- a. Organization must submit a new affidavit annually, which shall:
 - i. be completed 12 months from the submission of the prior year's affidavit;
and
 - ii. include a complete accounting of all qualified coaches, board members, officials and volunteers.

Background Screening Verification Form

I, _____, President of _____ acknowledge the responsibility to conduct background screening in accordance with Chapter 2010-94, Laws of Florida and Royal Palm Beach's background screening requirements, as more particularly described in *Exhibit A*, attached hereto and incorporated herein by reference. I further understand that no person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of or in any official capacity with _____ while utilizing Royal Palm Beach and Palm Beach County facilities.

I hereby verify that this Background Screening Affidavit contains a list of names that provides all active staff and volunteers that will or may utilize Royal Palm Beach and Palm Beach County facilities; that the included list provides only those names that have successfully passed the background screening process as described in *Exhibit A*; and that the included list of approved names is accurate and complete to the best of my knowledge. I further understand that I must keep the Background Screening Affidavit up to date and provide the Village of Royal Palm Beach with the names of any future staff or volunteer that utilizes Royal Palm Beach and Palm Beach County facilities.

(PRINT NAME: Organization President)

(SIGN NAME: Organization President)

(DATED)

(PRINT NAME: Witness)

(SIGN NAME: Witness)

(DATED)

Sworn to (or affirmed) and subscribed to me this ____ day of _____, _____

(year) by _____ (Name of affiant).

(Signature of Notary of Public, State of Florida))

Volunteers/Staff members first and last name
(Please only include those names that HAVE passed the screening process)

Concussion Certification Requirements

- I. Organization must comply with state concussion requirements, which includes the following:
 - a. Adopt guidelines to educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury in accordance with Chapter 2010-94, Laws of Florida.
 - b. Adopt bylaws or policies that require the parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including athletic competition or engaging in any practice, tryout, workout or other physical activity associated with the youth's candidacy for an athletic team.
 - c. Adopt bylaws or policies that require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury. Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory Committee of the Florida High School Athletic Association.

Concussion Certification Verification Form

I, _____, President of _____ acknowledge the responsibility to conduct background screening in accordance with Chapter 2010-94, Laws of Florida and Royal Palm Beach's concussion certification requirements, as more particularly described in *Exhibit B*, attached hereto and incorporated herein by reference. I further understand that no person(s) other than those who have successfully completed all aspects of the concussion certification process will be permitted to act on behalf of or in any official capacity with _____ while utilizing Royal Palm Beach and Palm Beach County facilities.

I hereby verify that this Concussion Certification Affidavit contains a list of names that provides all active staff and volunteers that will or may utilize Royal Palm Beach and Palm Beach County facilities; that the included list provides only those names that have successfully completed the concussion certification process as described in *Exhibit B*; and that the included list of approved names is accurate and complete to the best of my knowledge. I further understand that I must keep the Concussion Certification Affidavit up to date and provide the Village of Royal Palm Beach with the names of any future staff or volunteer that utilizes Royal Palm Beach and Palm Beach County facilities.

(PRINT NAME: Organization President) (SIGN NAME: Organization President) (DATED)

(PRINT NAME: Witness) (SIGN NAME: Witness) (DATED)

Sworn to (or affirmed) and subscribed to me this ____ day of _____, _____
(year) by _____ (Name of affiant).

(Signature of Notary of Public, State of Florida))

Volunteers/Staff members first and last name

(Please only include those names that HAVE successfully completed the Concussion Certification process)

Florida Statutes 943.0438

Athletic Coaches For Independent Sanctioning Authorities

- (1) As used in this section, the term:
- (a) "Athletic coach" means a person who:
1. Is authorized by an independent sanctioning authority to work for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in this state; and
 2. Has direct contact with one or more minors on the youth athletic team.
- (b) "Independent sanctioning authority" means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. [1002.01](#).
- (2) An independent sanctioning authority shall:
- (a)1. Conduct a background screening of each current and prospective athletic coach. No person shall be authorized by the independent sanctioning authority to act as an athletic coach after July 1, 2010, unless a background screening has been conducted and did not result in disqualification under paragraph (b). Background screenings shall be conducted annually for each athletic coach. For purposes of this section, a background screening shall be conducted with a search of the athletic coach's name or other identifying information against state and federal registries of sexual predators and sexual offenders, which are available to the public on Internet sites provided by:
- a. The Department of Law Enforcement under s. [943.043](#); and
 - b. The Attorney General of the United States under 42 U.S.C. s. 16920.
2. For purposes of this section, a background screening conducted by a commercial consumer reporting agency in compliance with the federal Fair Credit Reporting Act using the identifying information referenced in subparagraph 1. and that includes searching that information against the sexual predator and sexual offender Internet sites listed in sub-subparagraphs 1.a. and b. shall be deemed in compliance with the requirements of this section.
- (b) Disqualify any person from acting as an athletic coach if he or she is identified on a registry described in paragraph (a).
- (c) Provide, within 7 business days following the background screening under paragraph (a), written notice to a person disqualified under this section advising the person of the results and of his or her disqualification.
- (d) Maintain documentation of:
1. The results for each person screened under paragraph (a); and
 2. The written notice of disqualification provided to each person under paragraph (c).
- (e) Adopt guidelines to educate athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury.
- (f) Adopt bylaws or policies that require the parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent that explains the nature and risk of concussion and head injury, including the risk of continuing to play after concussion or head injury, each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth's candidacy for an athletic team.
- (g) Adopt bylaws or policies that require each youth athlete who is suspected of sustaining a concussion or head injury in a practice or competition to be immediately removed from the activity. A youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury. Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory Committee of the Florida High School Athletic Association.
- (3) In a civil action for the death of, or injury or damage to, a third person caused by the intentional tort of an athletic coach that relates to alleged sexual misconduct by the athletic coach, there is a rebuttable presumption that the independent sanctioning authority was not negligent in authorizing the athletic coach if the authority complied with the background screening and disqualification requirements of subsection (2) prior to such authorization.
- (4) The Legislature encourages independent sanctioning authorities for youth athletic teams to participate in the Volunteer and Employee Criminal History System, as authorized by the National Child Protection Act of 1993 and s. [943.0542](#)