

USER AGREEMENT  
CITY OF HAINES CITY

and

Haines City Vipers Youth Football, Inc.

for Youth Football League and Cheerleading Program

This Agreement, made and entered into this [REDACTED] day of [REDACTED], 2022 by and between the CITY OF HAINES CITY, FLORIDA, a municipal corporation of the State of Florida (hereinafter the CITY"), through its City Commission; and

Haines City Vipers Youth Football, Inc., a Florida corporation, its successors and assigns, (hereinafter "CONTRACTOR").

**WHEREAS**, the CITY owns athletic facilities located within the city limits of the City of Haines City; and

**WHEREAS**, CONTRACTOR is a duly organized youth athletic league providing athletic opportunities to youths in the Haines City area; and

**WHEREAS**, the City wishes to enter into an agreement with CONTRACTOR to organize, manage and administer a youth athletic league and cheerleading program that utilizes City facilities; and

**WHEREAS**, expanding the athletic opportunities for youths in the Haines City area is within the public benefit and, likewise, the use of CITY athletic facilities by youths in the Haines City area will enhance the recreational and cultural opportunities and benefits available through the CITY;

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

SECTION 1  
SERVICES TO BE PROVIDED

The services to be provided by CONTRACTOR include providing sufficient staff and resources to professionally organize, manage, and operate a recreational youth athletic league and cheerleading program for participant ages [REDACTED] to [REDACTED] years at City facilities in accordance with the terms outlined herein.

CONTRACTOR shall be responsible for all aspects of the youth athletic 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 athletic league and cheerleading program. CONTRACTOR shall provide the CITY with a full season schedule for the tackle season League no later than \_\_\_\_\_, or as soon as the schedule is finalized.

CITY will make available to CONTRACTOR the following City facilities during the time period(s) specified:

Facility Dates

**Practice - TBD**

1. Myers & Wiley Field/ Press Box/ Concession prior to home games \_\_\_\_\_
2. Ben W. Graham Park \_\_\_\_\_
3. Practice on the practice fields at Myers & Wiley can begin on - \_\_\_\_\_

\*Any activities including, practices, games or fundraisers planned for Myers & Wiley Field including the practice area must be approved by the City’s Contract Coordinator.

**Games**

4. Myers & Wiley Field/ Press Box/ Concession - TBD
  - a. First home game— TBD
  - b. Bowls and Tournament Schedules will be discussed as needed and based on availability. CONTRACTOR acknowledges that the CITY will be scheduling use of CITY facilities for both (i) CONTRACTOR, and (ii) another contractor (i.e., youth football league and cheerleading program), and CONTRACTOR expressly agrees to reasonably cooperate with the CITY to coordinate Bowl and Tournament Schedules to accommodate the requests of both contractors.

**SECTION 2  
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 two (2) seasons (flag and tackle) beginning on the effective date through December \_\_\_\_\_

**SECTION 3  
CONTRACTOR RESPONSIBILITIES**

CONTRACTOR shall be responsible for all aspects related to the organization, management, Coordination, and operation of the recreational youth athletic league as specified herein:

1. In accordance with the CITY’s policies set forth in Resolution No. 17-1240 (City of Haines City Volunteer Sports Program Background Screening Policy) and in Resolution No. 17-1241 (City of Haines City Community Organization Volunteer and Instructor Background Screening Policy), copies of which are attached as Exhibit A, the CONTRACTOR shall (i) secure certified and trained officials, staff, and volunteers for the youth athletic league that have successfully passed a minimum of a State of Florida (FDLE) background screening, and (ii) secure youth athletic

coaches that have successfully complied with all background screening requirements specified by Section 943.0438, Florida Statutes. The CONTRACTOR shall (i) provide the CITY Contract Coordinator with written confirmation of the information necessary for the CITY to conduct the background screenings, or (ii) provide the CITY Contract Coordinator with written confirmation that the CONTRACTOR has previously conducted the background screenings, by July 1, 2019. In the event that the CONTRACTOR fails to timely provide such written confirmation to the CITY's Contract Coordinator, this Agreement may be immediately terminated as set forth in Section 7.1 below.

1. Market the program by creating and distributing flyers in schools, and obtain business/ partner sponsorships to enhance the quality of the league.
2. Coordinate program drafts, parent meetings and coaches' meetings.
3. Collect fees, if any, and register participants using CONTRACTOR's registration forms.
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 (2) weeks of the registration completion date. CONTRACTOR shall provide the CITY with certified rosters within one (1) week of the League Jamboree.
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 uniforms, and conduct themselves professionally. All certified and approved coaches and volunteers shall wear badges while on the athletic field during games and shall be the only adults permitted on the athletic fields during games.
9. The CITY, at its expense, shall line the fields one time prior to the first game in August of 2022. Thereafter, the CONTRACTOR shall provide, at its expense, line fields for practice and games. CITY will invoice CONTRACTOR.
10. The CONTRACTOR, and all employees and volunteers of the CONTRACTOR who handle food and concessions, shall obtain and possess all applicable food handling certificates concerning goods and concessions served or sold at its events. The CONTRACTOR shall provide the CITY with food handling certificates prior to CONTRACTOR's initial use of the concession area during the term of this Agreement.

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 noted within 24 hours.

12. The CONTRACTOR shall clean-up all players/spectators areas immediately after usage. The CONTRACTOR shall remove all trash and refuse from the trash bins, the concession stand, the press box, and the athletic field after every game and practice, and then shall place such trash and refuse in the designated area. If the CONTRACTOR uses grease in the concession area for food preparation, the CONTRACTOR shall place a barrier on the concession area floor prior to such food preparation and shall immediately remove and dispose of the grease and the grease barrier in a responsible manner. Under no circumstances shall the CONTRACTOR dispose of grease by pouring it in drains or on the grounds of the athletic field facility.

13. Adhere to all CITY field and facility rules, and utilize 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 equipment necessary for team games and practice.

15. CONTRACTOR shall remain off of the fields, and make no effort to make improvements to the condition of the fields when notified by CITY about field closure due to inclement weather or hazardous conditions. In addition, the parties expressly acknowledge that CITY may periodically close all or portions of the fields for maintenance and/or sod rehabilitation, and during such closure periods the CONTRACTOR shall not utilize the fields for practice.

16. Meet with CITY Contract Coordinator and CITY representatives to address service concerns and ensure all tasks are performed adequately and according to schedule.

17. CONTRACTOR shall respond to and 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.

18. Ensure that a Board Member of the CONTRACTOR is present at every function, practice, league meeting, and games.

19. Ensure that (i) the key(s) for access to CITY facilities shall remain in sole and exclusive possession and use by the CONTRACTOR's President and or designee, (ii) no key(s) to CITY facilities shall be copied and/or distributed to anyone, and (iii) no locks to CITY facilities are changed without the express written consent of the CITY Contract Coordinator. Provide City Contract Coordinator with a list of designees associated with the program to be included on the Key Authorization list. The CONTRACTOR's failure to strictly comply with this provision shall constitute a material breach of this Agreement and shall result in the immediate termination of this Agreement.

20. Ensure that no exhibitor representing a competing youth athletic league located outside of Haines City, shall be allowed to establish or operate a recruitment table or tent at CONTRACTOR's events, including CONTRACTOR's jamboree event.

21. CONTRACTOR shall ensure that the dedicated equipment container unit or equipment room shall be maintained in an orderly manner and that there shall be no obstructions in front of or in the vicinity of all electrical panels within the equipment container unit or equipment room.

22. Ensure that no team practices are held on the main area of the game field.

23. CITY and CONTRACTOR acknowledge and agree that CONTRACTOR shall be authorized to charge a "User Fee" which shall mean a fee for a spectator's use of or entrance into the CONTRACTOR's event at CITY's recreational facility. If the CONTRACTOR intends to charge a User Fee at CONTRACTOR's event, the CITY and the CONTRACTOR shall agree and confirm by written confirmation at least seven (7) days prior to the event:

- (i) The amount of the User Fee.
- (ii) The specific time period when the CONTRACTOR will charge the User Fee at the CONTRACTOR's event.
- (iii) The name and active cell phone number of the CONTRACTOR's contact person who shall be present at the CONTRACTOR's event for the entire period that the User Fee will be charged at the CONTRACTOR's event.

24. If the CONTRACTOR requests that the CITY provide its law enforcement officer(s) to coordinate traffic and public safety at CONTRACTOR's event, the CITY and the CONTRACTOR shall agree and confirm by written confirmation at least fourteen (14) days prior to the event:

- (i) The number of law enforcement officer(s) to be present at the event;
- (ii) The exact schedule when the law enforcement officer(s) shall be present at the event;
- (iii) The name and active cell phone number of the CONTRACTOR's contact person who shall be present at CONTRACTOR's event for the entire time period that law enforcement officers shall be present at the event; and
- (iv) The hourly expense and the total cost of having the CITY's law enforcement officer(s) coordinate traffic and public safety at CONTRACTOR's event. CONTRACTOR shall remit payment for the law enforcement officer(s) costs directly to the law enforcement officer(s) on the days of the CONTRACTOR's event.

25. Provide City Contract Coordinator with copies of all flyers, announcements, and promotional information related to the youth football league and cheerleading program.

26. Provide City Contract Coordinator with notice of all Board of Director meetings of the CONTRACTOR.

27. A list of applicable deadlines for documentation related to this User Agreement is attached hereto.

28. Ensure that within fourteen (14) business days after the conclusion of the season, the concession stand is returned to its original condition from the start of the season, to include the removal of all supplies, equipment and merchandise.

29. CONTRACTOR shall provide the city's Contract Coordinator with the game schedule to include start times and anticipated end times for the tackle football season. Any games not included on the original schedule must be approved by the city's Contract Coordinator.

30. CONTRACTOR shall provide the city's Contract Coordinator with the practice schedule to include the location (Ben W. Graham Park or the practice fields at Myers & Wiley Field) for the flag football season. Any games planned for Myers & Wiley Field must be approved by the city's Contract Coordinator.

31. CONTRACTOR understands that if games are scheduled to conclude after 5 p.m., Haines City Police officers are required at the organizations expense.

#### SECTION 4

#### **CITY RESPONSIBILITIES**

1. Monitor CONTRACTOR performance and compliance with the terms of the Agreement.
2. Prepare and line fields, at CITY's expense, once prior to the first game in August of 2020.
3. Advertise league in City website, marquee, and through press releases and Flyers provided by CONTRACTOR.
4. Schedule usage and lighting of the City facilities.
5. Coordinate field maintenance with the Parks Supervisor in the Parks & Recreation Department in writing or via email.
6. Provide City facilities to include, the Oakland Neighborhood Center-Auditorium or Gymnasium and the Lake Eva Community Center Multi-Purpose Room or Gymnasium for CONTRACTOR to conduct parent and coaches' meetings, drafts, training clinics and the end of the league ceremony. The Lake Eva Event Center may also be used for the end of the league ceremony. CONTRACTOR is responsible for the cost of police officers when required for traffic and public safety.
7. The CITY Contract Coordinator shall provide the CONTRACTOR's President and or designee with a key(s) to access CITY facilities (i.e., fields, concession stand, press box, and other facilities).
8. CITY shall provide CONTRACTOR with a dedicated container unit or room for equipment storage. CITY, at its expense, will provide electric power to the dedicated container unit or room.

#### SECTION 5

## COMPENSATION AND METHOD OF PAYMENT

The total compensation to be paid to the CITY by the CONTRACTOR shall be Zero Dollars (\$ 0.00) for each individual participant registered for CONTRACTOR's youth athletic league and cheerleading program.

The parties acknowledge that the CITY's registration fees may be adjusted at CITY'S discretion upon formal action by the City Commission.

## SECTION 6 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.

## SECTION 7 MISCELLANEOUS

### 7. 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, CITY 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. CITY 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. The failure of CONTRACTOR's President and or designee to maintain sole and exclusive possession and use of the key(s) to CITY facilities. The CONTRACTOR's failure to strictly comply with the provisions of Section 3, Paragraph 20 shall result in immediate termination of this Agreement.

## 7. 2 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee, volunteer 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.

## 7. 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.

## 7. 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.

## 7. 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 Section 768.28, Florida Statutes.

## 7. 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 and Comprehensive General 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 HAINES CITY, as an additional insured under the insurance policies hereinafter described.

7. 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. 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.

7. 6. 2 Comprehensive 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 \$ 1, 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.

- 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.

- Abuse and Molestation Liability (molestation and sexual abuse)

The CITY OF HAINES CITY is to be named as 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.

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.

7.6.3 Waiver of Subrogation. The CONTRACTOR waives all subrogation rights concerning any claim by reason of the performance under this Agreement and shall not seek reimbursement from CITY or CITY's insurer.

## 7. 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 7. 6 herein.

In the event that CONTRACTOR does not timely perform its obligations under this Agreement, CITY shall have the right to initiate breach of contract, negligence or other applicable causes of action against CONTRACTOR.

## 7. 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.

## 7. 9 CONTRACT COORDINATOR

The CITY' S Contractor Coordinator during the performance of services pursuant to this Agreement shall be the CITY' S Parks and Recreation Director, Assistant Parks and Recreation Director or designee, telephone number, ( 863) 421- 3700.

## 7. 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.

## 7. 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 Polk 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.

## 7. 12 ATTORNEY' S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## 7. 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.

## 7. 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.

## 7. 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.

## 7.16 PUBLIC RECORDS COMPLIANCE

CONTRACTOR understands that the public shall have access, at all reasonable times, to documents and information pertaining to the City, subject to the provisions of Florida Statutes Chapter 119; and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. CONTRACTOR agrees to retain all public records in accordance with the City's records retention and disposal policies per the State of Florida Administrative Code Rule; 1B-24.003 and Florida Statutes 119.021(2)(a).

## 7. 17 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:

CITY:

City Manager  
620 East Main Street  
Haines City, FL 33844

CONTRACTOR:

## 7.18 PRE-SUIT MEDIATION.

Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

**IN WITNESS WHEREOF**, the Parties hereto have affixed their hands and seals as of the date and year first above written.

CITY OF HAINES CITY, FLORIDA,  
a Municipal Corporation

ATTEST:

APPROVED:

\_\_\_\_\_  
Erica Anderson, City Clerk

\_\_\_\_\_  
Anne Huffman, Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Fred Reilly, City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_nd day of \_\_\_\_\_, 2022, by Anne Huffman on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me and did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Haines City Vipers Youth Football, Inc  
a not-for-profit corporation authorized to do business in the State of  
Florida

Signed in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of Haines City Vipers Youth Football, Inc, a not-for-profit corporation authorized to do business in the State of Florida. He/She is [  ] personally known to me or [  ] has produced \_\_\_\_\_ as identification and [  ] did/[  ] did not take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.