

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** April 6, 2022

1. Responsible Department: Parks & Rec
2. Presenter: Amanda Odom/Jan Smith
3. Recommended Action: Authorize Mayor to sign amended use agreement AGR#2022-08 between the City of Dunnellon and Dunnellon Little League, Inc.

**Subject:** AGR#2022-08 Amended Use Agreement between the City of Dunnellon and Dunnellon Little League, Inc.

**Request for Approval Summary Explanation & Background:**

When the City owned the water and sewer utility the little league was provided the service at no charge. When the system was sold, payment for water and sewer became the responsibility of the league. Use Agreement AGR#2022-08 was approved by Council on March 14, 2022. In this agreement the City is identified as being responsible for water and sewer. The agreement requires amendment to identify the Dunnellon Little League, Inc. as the responsible party for these utilities.

**Procurement Method:** N/A

**Fiscal Information:** N/A

**Attorney Review:** N/A

**USE AGREEMENT BETWEEN DUNNELLON LITTLE LEAGUE, INC. AND THE CITY OF DUNNELLON, FLORIDA #AGR2022-08**

**THIS USE AGREEMENT** is entered into this \_\_\_\_\_th day of \_\_\_\_\_, 2022 by and between the City of Dunnellon, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as “City”) and Dunnellon Little League, Inc., a not-for-profit corporation (hereinafter referred to as “Little League”).

**WHEREAS**, Little League, Inc., and the City of Dunnellon, Florida entered into a Lease Agreement on May 11, 1998 and entered into Addenda to the Lease Agreement, the last one being the Second Addendum #2009-21, which terms expired on May 12, 2014; and

**WHEREAS**, Little League, Inc., and the City of Dunnellon, Florida entered into a Use Agreement on February 13, 2017 for a period of five (5) years; and

**WHEREAS**, the Parties desire to enter into a Use Agreement under terms as set forth under this Use Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the Parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

**SECTION ONE. Recitals.** This Use Agreement incorporates the above “WHEREAS” clauses.

**SECTION TWO. Use of Property.** The City has leased and is currently leasing and in possession of property from the Office of Greenways and Trails (hereinafter referred to as “OGT”) or its successor in interest. Said property is assigned Parcel Identification Number 34529-003-00 by the Marion County Property Appraiser, as depicted on the Property Record Card of the Marion County Property Appraiser attached hereto as Exhibit “A” and made part of this Use Agreement.

**SECTION THREE. Term of Agreement.** Unless terminated earlier as provided herein, the term of this Use Agreement shall commence on the Effective Date as defined in Section Fourteen herein and terminate on September 13, 2026.

**SECTION FOUR. Renewal of Agreement.** This Agreement may be renewed for successive five-year (5) periods upon written agreement of both Parties. If the Agreement expires prior to renewal by written agreement by the Parties, the terms of this Agreement shall govern until the Parties enter into an extension of or amendment to this Agreement.

**SECTION FIVE. Termination.** In addition to the remedies set forth in Section Eleven herein, either party may terminate this Agreement without cause upon 180 days' written notice to the other party; provided, however, if OGT or its successor in interest revokes the City's sublease of the property or the sublease is otherwise terminated, this Agreement shall be null and void, and the City shall give timely written notice to the Little League.

**SECTION SIX. Use Fee.** In recognition of the valid public purpose which Little League serves to the citizens of the City, its fee to utilize the property shall be at the reduced sum of One Dollar (\$1.00) per year, payable on February 1, 2022, and on February 1<sup>st</sup> each year thereafter. If February 1<sup>st</sup> of any year during the term of this Agreement falls on a weekend or holiday, the fee shall be due on the first business day following February 1<sup>st</sup>.

**SECTION SEVEN. Conditions of Use.**

- A. The City shall allow Little League to use all ballfields, facilities and adjacent parking within the boundaries of the chain-link fence so long as Little League takes no action to jeopardize the lease with OGT or its successor in interest.
- B. The City shall take no action to jeopardize its lease with OGT or its successor in interest.
- C. Should the lease with OGT or its successor in interest be revoked by OGT or its successor, this Agreement shall be null and void.
- D. Any improvements to the property by the Little League or any other individual or entity must be authorized pursuant to the terms of the City's sublease with OGT.

**SECTION EIGHT. Maintenance Responsibilities of Little League.**

- A. The Little League shall maintain the property and the facilities in a safe, clean and secure condition, and said property and facilities shall continue to be a public facility with access to all Marion County residents.
- B. The Little League, in coordination with the City, shall be responsible for coordinating all organized use of the property and facilities.
- C. The Little League will administer and operate the property and the facilities in such a manner as to prevent any usage thereof from becoming a public nuisance.
- D. The Little League will endeavor to protect mature trees and productive timber on the leased lands from fire, mechanical damage, or removal without prior authorization from the City.
- E. The Little League shall be responsible for all utilities required for the operation of the field.

**SECTION NINE. Responsibilities of the City.**

- A. To avoid scheduling and use conflicts, the City will coordinate with the Little League and shall not schedule any organized activities on the property without consideration by the Little League.
- B. The City will provide ~~water and~~ garbage service and will mow the areas outside the limits of the playing fields.
- C. The City will take no steps to interfere with the purposes for which this Agreement is provided.

**SECTION TEN. Insurance and Indemnification.**

- A. The Little League shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the use by the Little League under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance

coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured."

- B. The Little League shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The "Youth Sports Organization" shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.
- C. The Little League agrees that it shall indemnify, hold harmless, and defend the City from any and all claims arising from the activities and responsibilities performed by or required of the Little League under the terms and conditions of this Agreement.
- D. The Little League shall provide the City with annual proof of any and all policies of insurance as required by this Agreement.

**SECTION ELEVEN. Default; Remedies.**

- A. *Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Little League:
  - 1. The failure by the Little League to observe or perform any of the covenants, terms, or conditions of this Agreement to be observed or performed by the Little League, as set forth above.
  - 2. The failure by the Little League to make any payment required to be made by the Little League hereunder, as and when due.
- B. *Remedies.* In the event of any such default or breach by the Little League is not cured within thirty (30) days after written notice thereof, the City may at any time thereafter, with or without further notice or demand and without limiting the City in the exercise of any right or remedy which the City may have by reason of such default or breach:

1. Terminate the Little League's right to use the premises, in which case, this Agreement shall terminate and the Little League shall no longer be allowed to use the property.
2. Pursue any other remedy now or hereafter available to the City under the laws or judicial decisions of the State of Florida.

**SECTION TWELVE. Miscellaneous Provisions.** This Agreement reflects the total understanding of the Parties and may not be amended unless such amendment is in writing agreed to by both the Parties hereto. The Parties agree that should any interpretation of this Agreement be required, it shall be interpreted under the laws of the State of Florida. Venue shall lie in Marion County, Florida. The prevailing party in any litigation concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

**SECTION THIRTEEN. Notice and contact person(s).**

- A. In the event that the Little League may need to contact the City pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reasons pertinent hereto, the City's contact person shall be:

City Clerk  
20750 River Drive  
Dunnellon, FL 34431  
352-465-8500 ext. 1002

- B. In the event that the City may need to contact the Little League pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reason pertinent hereto, the Little League's contact person shall be:

President, Dunnellon Little League, Inc.  
Post Office Box 704  
Dunnellon, FL 34430

By October 1 of each year, the Little League shall notify the City's contact person in writing of the correct President's name and contact number.

**SECTION FOURTEEN. Effective Date.** The Effective Date of this Use Agreement shall be the date the last party executes this Agreement.

**City:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

City of Dunnellon, Florida

\_\_\_\_\_  
Amanda Odom, CMC, City Clerk

\_\_\_\_\_  
William P. White

**Dunnellon Little League, Inc.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dunnellon Little League, Inc.

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

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