

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
 - Manager/Head Coaches
 - Official/Assistant Coaches
 - Board Members
 - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

Sport

Baseball

A. All ages and levels

Football

A. All ages and levels

- Tackle

B. All ages and levels

- Flag

C. Cheerleaders

Soccer

A. Youth - All ages and
levels of play

Softball

A. Girl's Youth - all ages and
Levels

Basketball

A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

Baseball/T-Ball:	League seasons Fall and Spring;
Girl's Softball:	League seasons Fall and Spring;
Football:	Late Summer through Fall;
Soccer:	Late Fall through Winter;
5 x 5 Soccer:	Spring;
Cheerleading:	League season Late Summer through Fall;
Basketball:	League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

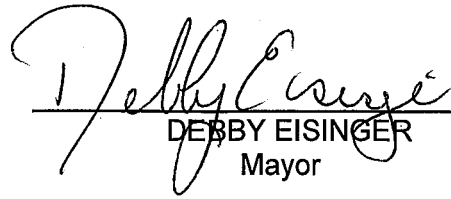
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.


DEBBY EISINGER
Mayor

ATTEST:


SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	<u>yes</u>
Commissioner Mallozzi	<u>yes</u>
Commissioner Sims	<u>yes</u>
Commissioner Curran	<u>yes</u>
Commissioner Green	<u>yes</u>

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
 - Manager/Head Coaches
 - Official/Assistant Coaches
 - Board Members
 - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

Sport

Baseball

- A. All ages and levels

Football

- A. All ages and levels
 - Tackle
- B. All ages and levels
 - Flag

C. Cheerleaders

Soccer

- A. Youth - All ages and levels of play

Softball

- A. Girl's Youth - all ages and Levels

Basketball

- A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

Baseball/T-Ball:	League seasons Fall and Spring;
Girl's Softball:	League seasons Fall and Spring;
Football:	Late Summer through Fall;
Soccer:	Late Fall through Winter;
5 x 5 Soccer:	Spring;
Cheerleading:	League season Late Summer through Fall;
Basketball:	League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

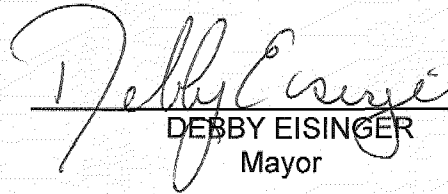
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

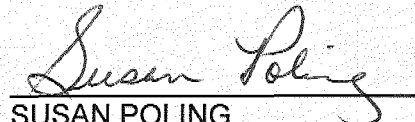
It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.


DEBBY EISINGER
Mayor

ATTEST:


SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	<u>Yes</u>
Commissioner Mallozzi	<u>Yes</u>
Commissioner Sims	<u>Yes</u>
Commissioner Curran	<u>Yes</u>
Commissioner Green	<u>Yes</u>

From: pspanther4@aol.com (pspanther4@aol.com)
To: pspanther4@aol.com; thefishguy@bellsouth.net; wayne@browardbaseballacademy.com;
Date: Fri, July 6, 2012 3:39:36 PM
Cc:
Subject: Re: resolution changes-

any thoughts?

-----Original Message-----

From: pspanther4 <pspanther4@aol.com>
To: thefishguy <thefishguy@bellsouth.net>; wayne <wayne@browardbaseballacademy.com>
Sent: Fri, Jul 6, 2012 8:40 am
Subject: resolution changes-

what do you think??

Morning Bruce, Lynda, Jim and Jaime,

The Optimist Board met last night and reviewed the current fees and portions of the resolution.
The club approved (and suggests) the following modifications;

Section 1 (B)

The opening sentence should be modified at the end to say: year-round program of sports activities, to include but not limited to:

the sports should be modified as follows

under the football section-

- C- change Tackle cheerleaders to Cheerleading
- D- delete storm cheerleading

under the Softball section

- B- delete Men's softball
- C- delete Adult COED

under Roller Hockey- delete entirely

The guidelines for each sport should be modified as follows

Baseball- 2 league seasons, fall and spring. Provisions will be made for post season competitive play.

Mens Softball- delete

Girls Softball- 2 league seasons, fall and spring. Provisions will be made for post season competitive play.

Football- annual season in the late summer/fall. Provisions will be made for post season competitive play.

Soccer- annual season starting in the late fall running through late winter. Provisions will be made for post season competitive play.

5v5 Soccer- annual season starting each spring.

Cheerleading- annual season in the late summer/fall.

Roller Hockey- delete

Basketball- annual summer league

Adult Coed Softball-delete

add:

Baseball, Softball and Soccer each have a travel division component. Each sport's travel component starts late summer/fall and runs through the year.

last paragraph of Section 1(B)- delete the 3rd sentence referencing post season play

last sentence should be modified to: may levy a lighting charge and/or materials charge. (manpower should be included due to new fees being collected)

Section E (1)

Modify- 2nd sentence: Any non resident participating in these sports shall be charged an additional \$30 per child, per sport, per season over and above the normal fees charged by the organization, which money shall be used by the organization at the discretion of the City's designee.

add:

The Cooper City Optimist Club shall remit to the City a per player fee as follows:

- residents- \$5.00 per player
- non- residents- \$10 per player

The annual remittance shall not exceed \$35,000.00 during any fiscal year, October to October.

The remittance shall be paid at the conclusion of each sports registration, along with the final roster of participants.

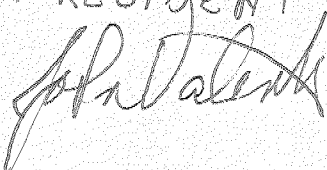
This per player fee can be modified or deleted at the discretion of the City designee and the sports organization.

2nd paragraph of Section E (1) to be modified as follows:

Each sport upon completion of registratoin, shall present complete league rosters, including addresses of each participant, to the City's designee along with the per player remittance. The City fees.

We appreciate the ability to voice our suggestions. Please call us with any questions or our next step.
Thank You!

Pete Schlang
2nd Vice President- City Liason
Cooper City Optimist Club

John VALENTI
PRESIDENT


RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA,
AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED
THE POLICY FOR THE USE OF CITY SPORTS FACILITIES
OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for ~~both children and adults~~ youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the

purposes of this Resolution, the City's designee shall be the Recreation Director. Any question as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City, ~~as outlined in the attached Exhibit A hereto,~~ shall be considered residents of Cooper City for purposes of this Resolution. ~~Individuals residing in portions of unincorporated Broward County property and falling within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.~~

~~The recognized sports organization CCO shall be responsible for providing a year-round, comprehensive sports program for both children and adults youths.~~ Any organization utilizing the City's sports facilities The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
 - Manager/Head Coaches
 - Official/Assistant Coaches
 - Board Members
 - Commissioners/Assistant Commissioners

The ~~organization~~ CCO must operate in a proper manner. The ~~organization~~ CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be ~~held on public property~~ open to the public to attend. It is the responsibility of the ~~organization~~ CCO to establish a governing board comprised of officers. The ~~organization~~ CCO must provide the City with a schedule of its elections and within

ten (10) days of any such election provide the City with the names of the newly elected officers. All members of ~~this sports organization~~ the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The ~~organization~~ CCO will choose one spokesperson ~~per sport~~ to communicate with the City. All information from the ~~organization~~ CCO must be transmitted through ~~these~~ this persons to the City. This will eliminate confusion and will establish a one-to-one communication flow from the ~~organization~~ CCO to the City. All information and/or requests from the ~~organization~~ CCO should be channeled through the spokesperson to the City's designee. The ~~recognized sports organization~~ CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place ~~on public property~~ at a location open to the public. Plans for the registration place should be made in advance with the City's designee, ~~so space will be available for the desired dates~~. The ~~recognized sports organization~~ CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The ~~organization~~ CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The ~~organization~~ CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of ~~said organization~~ the CCO. Each year tThe CCO shall provide the City's Manager with designee may request to review an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The ~~following organization~~ CCO is recognized as the sole agents to deliver that seasonal youth sports to provide a year-round program of sports activities-- Current sports are:

<u>Sport</u>	<u>Group</u>
Baseball	
A. All ages and levels	Cooper City Optimist

Football	
A. All ages and levels - Tackle	Cooper City Optimist
B. All ages and levels - Flag	Cooper City Optimist
C. Tackle Cheerleaders	Cooper City Optimist
D. Storm Cheerleaders	Cooper City Optimist
Soccer	
A. Youth - All ages and levels of play	Cooper City Optimist
Softball	
A. Girl's Youth - all ages and Levels	Cooper City Optimist
B. Men - all ages and levels	Cooper City Optimist
C. Adult Coed - all levels	Cooper City Optimist
Roller Hockey	
A. All ages and levels	Cooper City Optimist
Basketball	
A. All ages and levels	Cooper City Optimist

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

Baseball/T-Ball:	League seasons will begin the second week of March and the first week of September. <u>Fall and Spring;</u>
Men's Softball:	First week in July until the second week of August
Girl's Softball:	League seasons will begin the second week of March and the first Week of September. <u>Fall and Spring;</u>
Football:	August 1 through November 15. Provisions will be made for post-season competitive play. <u>Late Summer through Fall;</u>
Soccer:	September 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play. <u>Late Fall through Winter;</u>
5 x 5 Soccer:	March 1 through June 1. <u>Spring;</u>

Cheerleading: League seasons will begin in June and in August. Late Summer through Fall;

Roller Hockey: ~~League seasons will begin in March and in November.~~

Basketball: League season will begin in June. Summer.

Adult Coed Softball League seasons will begin in November and in March.

It is recognized that each sport needs lead-in-time. Clubs will meet ~~sixty (60)~~ thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the organization CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a maintenance surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least ~~thirty (30)~~ fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. ~~The following facilities will be maintained by the~~ The City will maintain facilities for sports practices or games:-

~~Pioneer Middle School~~

- ~~1. Football/soccer fields.~~
- ~~2. East baseball/softball field.~~
- ~~3. West baseball/softball field.~~
- ~~4. Basketball courts.~~
- ~~5. All areas used for multipurpose.~~

~~Bill Lips Sports Complex~~

- ~~1. Five (5) baseball/softball fields.~~
- ~~2. Two (2) football/soccer fields.~~
- ~~3. Two (2) batting cages.~~
- ~~4. All areas used for multipurpose.~~

~~Cooper City Sports Complex~~

- ~~1. Seven (7) baseball/softball fields.~~
- ~~2. Three (3) football/soccer fields.~~

- ~~3. Three (3) batting cages.~~
- ~~4. Two (2) roller hockey rinks.~~
- ~~5. All areas used for multipurpose.~~
- ~~6. Four (4) basketball courts.~~

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be repped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by dragging and lining prior to the first scheduled Travel game of the day. Fields will be repped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from ~~a sports organization~~ the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the ~~recognized sports organization~~ CCO at no charge to the ~~organization.~~ CCO. However, if the City deems it necessary, it may assess a maintenance surcharge to the organization to cover the operating costs ~~of materials~~ and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs

which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the organization CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. ~~The following is a fee~~ A fee schedule for rental or lease of a facility or activity pursuant to a park permit: shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

<u>Activity/Field</u>	<u>Fee</u>
<u>Softball/Baseball</u>	<u>\$40 per hour, per night, including lights.</u>
<u>Football/Soccer</u>	<u>\$50 per hour, per night, including lights.</u>
<u>Hockey</u>	<u>\$40 per hour, per night, including lights.</u>
<u>Basketball</u>	<u>\$30 per hour, per night, including lights.</u>
<u>Batting Cage</u>	<u>\$10 per hour, per night, per cage, including lights.</u>

~~An additional charge for field marking prior to a competitive game will be:~~

<u>Baseball/Softball</u>	<u>\$25 per game</u>
<u>Soccer/Football</u>	<u>\$125 per game</u>

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled ~~already~~, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) ~~is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the residency requirements outlined in paragraph E below.~~ must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), ~~shall comply with all the standards required of the recognized sports organization outlined in paragraph A above and the residency requirements outlined in paragraph F below.~~ provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ~~fifteen (15)~~ ninety (90) days, prior to the event. ~~Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.~~

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the ~~recognized sports organization CCO and any other individual or group using the sports facilities on a continuing basis~~ shall include a minimum of Seventy Percent (70%) Cooper City residents ~~in each sport. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games, on or before March 1, 2003.~~ Any non-resident participating in these organizations shall be charged an additional ~~Twenty-Five Dollars (\$25.00)~~ non-resident fee per child, per sport, per season, over and above the normal fees registration charged by the organization, ~~CCO, which money shall be placed in a fund~~ An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities, ~~and/or, in the sole discretion of the City's designee, used for sports officials fees.~~ Cooper City residents shall have preference over non-residents to participate in ~~these organizations.~~ the activities offered by the CCO. ~~Each organization~~ The CCO, within thirty (30) days of upon completion of registration, shall present complete league rosters, including addresses ~~and telephone numbers,~~ to the City's designee, who shall compute the non-resident fee and send an invoice to the ~~organization. CCO.~~ The City shall hold the organizations CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the ~~recognized sports organizations~~, CCO, the City's designee City shall be solely responsible for scheduling the use of all facilities, ~~described in paragraph C above~~. The ~~organization~~ CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	_____
Commissioner Mallozzi	_____
Commissioner Sims	_____
Commissioner Curran	_____
Commissioner Green	_____



Cooper City Commission Meeting Agenda Item Request Form

Date: 7-26-12

Requesting Commissioner/Department: Recreation/Public Works

Commission Regular Meeting Date: 7-30-12

Commission Workshop Meeting Date: _____

BID/RFP # _____ New ☐ Renewal ☐

Contract name/description: _____

AGENDA

Presentation ☐ Consent ☐ Regular ☒ Discussion ☐

BACKGROUND & RECOMMENDATION (attach backup material to Item Request Form)

The City and the Cooper City Optimist desire to amend Resolution 2004-11-8 which addresses the policy for the use of sports facilities in the City. Meetings were held between staff and Optimist representatives to reach agreement on revisions to the current Resolution that work to the benefit of both parties. The Cooper City Optimist have been the provider of youth sports programs for the residents of Cooper City for more than three decades, and as such have provided a needed and invaluable service to our community. The revisions to this agreement will allow them to continue to do so and at the same time help the City to continue to support the growth of the program without additional burden on the taxpayers of the City. The revised Resolution will improve the process for reviewing and amending all Recreation based program fees, address the non-resident fees charged by Optimist program participants, and address the payment from the non-resident fees collected to be paid to the City to help defray additional operating costs that are incurred by the City to continue to provide support services to the Optimist youth sports programs. Recommendation is for approval of Resolution 12-7-5

GENERAL LEDGER ACCOUNT NUMBER(S) AND AMOUNT(S):

APPROVALS:

Finance Director

City Manager

City Clerk

Susan Poling

From: Susan Poling
Sent: Tuesday, July 31, 2012 4:30 PM
To: James Bowman; Lynda Good; 'JOHN & PAM VALENTI'; 'PSchlang@woolbright.net'
Subject: RE: Res #12-7-5 Use of City Sports Facilities
Attachments: C37696B9A5E44D0_Exchange_07-31-2012_16-26-39.pdf

Attached for your files is an executed copy of the City's Resolution #12-7-5 regarding "Use of City Sports Facilities." Let me know if you have any questions.

Thank you.



Susan Poling

City Clerk/Director of Administrative Services
City of Cooper City
P.O. Box 290910 / 9090 SW 50th Place
Cooper City, Florida 33329-0910
Ph: 954.434.4300 x291 / Fax: 954.434.5099
Email: susanp@coopercityfl.org

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

Hard copy to Com. Curran.

RESOLUTION NO 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CityCommission, via Resolution No. 83-1-2, established a policy use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No 2003-2-9 and Resolution No 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE OF COOPER CITY FLORIDA:

Section 1: That Resolution No 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is

to establish a plan for the organization and administration of all organized youth sports within

the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted

by the City Commission of the City of Cooper City and administered by its designee. For the

purposes of this Resolution, the City's designee shall be the Recreation Director.

Any question

T RESOLVED BY THE CITY COMMISSION OF THE CITY

as to an interpretation of said plan or the administration of the plan shall be exclusively within the

control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered

residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round comprehensive sports program for youths. The CCO shall have on file with the City the following:

2)

3)

Proof of incorporation as a not-for-profit corporation Proof of liability and accident insurance

The name, address and phone number of a person responsible for communication with the City and its designee League-approved rosters for each sport.

Criminal background checks shall be done for all who act in capacities:

- Manager/Head Coaches - Official/Assistant Coaches

Board Members

Commissioners/Assistant Commissioners

available for all

the following

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems.

These

meeting(s) must be open to the public to attend It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the

newly elected officers. All members of the CCO will be entitled to vote for these officers and be

given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

- Sport Baseball
 - A. All ages and levels
- Football
 - A. All ages and levels - Tackle
 - B. All ages and levels - Flag
- Cheerleaders
- Soccer
 - A. Youth - All ages and levels of play
- Softball
 - A. Girl's Youth - all Levels
- Basketball
 - A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3. The following is a guideline for each sport and on or about the time of year each will take season. Any post-season play involving Cooper City facilities must receive prior approval from at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

place:

Baseball/T-Ball: Gill's Softball: Football:
Soccer:
5 x 5 Soccer: Cheerleading: Basketball:
League seasons Fall and Spring;
League seasons Fall and Spring;
Late Summer through Fall;
Late Fall through Winter;
Spring;
League season Late Summer through Fall;
League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league

the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events. C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that clay. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone or delay any athletic contest or practice due to inclement weather or any other factor

Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

as the same may be amended from time to time. Any individual or group wishing to use a sport

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No 80-11-3

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director. No City sports facilities will be used without a park permit. A park permit is a document

issued by the City's designee granting the right and reservation of a particular sports facility.

Any use of a City sports facility which has not been scheduled, can be used, if available, after

obtaining a park permit from the City's designee, on a first-come, first-served basis. AP applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports

upon arrival to the facility, ask any individual or group which is not scheduled to facility can

vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month

group for a park permit shall be made to the City's

All requests by an individual or period (i.e. family reunion or religious institution picnic) must complete and have approved a

facility use permit and pay any required fee. However, individuals or groups requesting a park

permit on a continuing basis (more than one occasion within any twelve (12) month period),

shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

designee at least seven (7) days, but no more than ninety (90) days, prior to the event

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum

of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all

their games. Any non-resident participating in these organizations shall be charged an

additional non-resident fee per child per sport per season, over and above the normal

registration charged by the CCO. An agreed upon portion of the non-resident fee of not less

than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of

sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30)

days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall

compute the non-resident fee and

end an invoice to

the CCO. The City shall hold the CCO

harmless for any errors or omissions in the collection of said fee

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems

that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2 It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities After reviewing the plans for practices and games submitted by the CCO the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season. The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon passage and adoption.

PASSED AND ADOPTED this 30 day of July, A.D., 2012.

ATTEST:

SUSAN POLING City Clerk

ROLL CALL Mayor Eisinger

Commissioner Mallozzi Commissioner Sims Commissioner Curran
Commissioner Green

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue
White Plains, New York 10605
(Herein called "the Company")

Based on the Application for this Policy (herein called "the Plan") made by

Cooper City Optimist Club
10500 Stirling Road
Cooper City, FL 33026

(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and is governed by the laws of the Jurisdiction shown below.

Signed by the Company:



President and CEO



Secretary

Countersigned by
Licensed Resident Agent (Where Required)

POLICY NUMBER	25-071717-007-13
EFFECTIVE DATE	May 1, 2013
EXPIRATION DATE	May 1, 2014
DATE OF ISSUE	April 25, 2013
JURISDICTION	Missouri
COVERAGE PROVIDED	Accident Insurance

NONPARTICIPATING
BLANKET ACCIDENT POLICY
ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS

TABLE OF CONTENTS

		<u>Page Series</u>
SECTION I	SCHEDULE OF BENEFITS	C-
SECTION II	DEFINITIONS	D-
SECTION III	ELIGIBILITY AND TERMINATION OF COVERAGE	E-
SECTION IV	BENEFIT PROVISIONS	F-
SECTION V	COVERAGE PROVISIONS	G-
SECTION VI	POLICY PROVISIONS	H-
SECTION VII	CLAIM PAYMENTS	I-
SECTION VIII	PREMIUMS	J-
SECTION IX	TERMINATION OF THE PLAN	K-
SECTION X	GENERAL PROVISIONS	L-
AMENDMENTS	ATTACHED (IF ANY)	N-

SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called "Insured Persons"):

Class	Hazard	Description of Class
I	G-40	All registered participants of the activities sponsored and supervised by the Policyholder: Recreational Sports Activities and Meetings

Class	Principal Sum
I	\$100,000– Accident Medical Expense – Hospital and Professional Services Benefits \$10,000– Accident Death and Dismemberment Benefit

Aggregate Limit of Indemnity Per Accident: None

Premium Calculation: \$3.00 per participant (ages 9 & under), \$4.25 per participant (ages 18 & under), \$4.25 per participant (Club member) ...\$200.00 minimum premium

Forms Attached At Issue:

GER-BA-20

SECTION II – DEFINITIONS (continued)

Accident means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured Person is covered under the Plan.

Copayment means the percentage of Reasonable Expenses for Necessary Treatment which the Company does not pay and which the Insured Person is responsible for paying. The percentage which the Company pays is stated in SECTION IV- BENEFIT PROVISION

Deductible means the Reasonable Expenses for Necessary Treatment which the Insured Person must incur, per Accident, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

Emergency means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
 - (a) The Insured Person's health would be placed in serious jeopardy.
 - (b) There would be serious impairment of the Insured Person's bodily functions.
 - (c) There would be serious dysfunction of any of the Insured Person's bodily organs or parts.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

Hospital means a place that meets all of the following requirements:

1. Has an organized medical staff;
 2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
- Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

Immediate Family means the spouse, parents, siblings, or children of the Insured Person.

Insured Person means the person who is insured under the Plan as described in Section I, Schedule of Benefits.

Injury means Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

SECTION II – DEFINITIONS (continued)

Inpatient means a person confined in a Hospital for at least one full day and charged room and board.

Loss of Use means the complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

Necessary Treatment means medical and dental treatment which is:

1. Consistent with “approved and generally accepted medical, surgical or dental practice” for the covered Injury of the Insured Person, as determined by the Company;
2. Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties; and
3. Not Experimental or Investigational Treatment, as determined by the Company.

Determination of "approved and generally accepted medical, surgical or dental practice" in 1. above is the Company's prerogative. The Company may consult with appropriate authoritative medical, surgical or dental practitioners.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply a Necessary Treatment.

If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Necessary Treatment.

Experimental or Investigational Treatment means:

1. Medical devices;
2. Drugs and/or pharmaceutical agents; and
3. Procedures or treatments;

as defined below:

(a) Medical device if any of the following applies:

1. It does not have approval from the United States Food and Drug Administration (FDA) to be marketed; or
2. It has a 510K number, and its use is other than for the purpose or in the manner for which the original FDA approval was received (Final determination of the similarity of use per the original approval will be made by the Company.); or
3. It has FDA approval to be marketed or has a 510K number, and its use is not in accordance with the FDA approval guidelines/instructions; or
4. The device, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "authorities" listed to be safe and effective for the treatment of the disease or condition for which the device is being used.

SECTION II – DEFINITIONS (continued)

- (b) Drug and pharmaceutical agent if any of the following applies:
 - 1. It does not have FDA approval to be marketed; or
 - 2. Its use does not conform to FDA licensing; or
 - 3. The drug or pharmaceutical agent, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective or the treatment of the disease or condition for which such drug or pharmaceutical agent is being used.
- (c) Procedure or treatment performed or rendered by a Physician or under a Physician's supervision if any of the following applies:
 - 1. It requires the use of a medical device, drug or pharmaceutical agent which would be considered Experimental or Investigational Treatment under the Plan; or
 - 2. It is not currently reported to be safe and effective by one of the "Authorities" listed; or
 - 3. The use of such procedure or treatment, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed or rendered by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective for the treatment of the disease or condition for which the procedure or treatment is performed or rendered.

"Authorities" mean the following:

- (a) Textbooks:

- (i) *Cecil Textbook of Medicine*, (Newest edition, W. B. Saunders Company, Publisher);
 - (ii) *Scientific American Medicine*, (Newest update, Scientific American, Inc., Publisher);
 - (iii) *Conn's Current Therapy*, (Newest edition, W. B. Saunders Company, Publisher);
 - (iv) *Schwartz Principles of Surgery*, (Newest edition, McGraw-Hill, Publisher);
 - (v) *Nelson's Textbook of Pediatrics*, (Newest edition, W. B. Saunders Company, Publisher);
 - (vii) *Sabiston's Textbook of Surgery*, (Newest edition, W. B. Saunders Company, Publisher).

- (b) Periodicals:

- (i) Medical Letter;
 - (ii) Journal of American Medical Association;
 - (iii) New England Journal of Medicine;
 - (iv) Disease-a-Month, (Mosby-Yearbook, Inc., Chicago, IL).

SECTION II – DEFINITIONS (continued)

Paralysis means the complete, total and irrecoverable Loss of Use of an arm or leg.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

Outpatient means an Insured Person receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured Person or his/her Immediate Family.

Reasonable Expense means the usual, reasonable and customary fee or charge for the services rendered and the supplies furnished in the area where and at the time such services are rendered or supplies furnished, as determined by the Company. Such services and supplies must be recommended and approved by a Physician.

Regularly Scheduled Activity means the following Policyholder functions which are organized and scheduled solely by the Policyholder on or off Policyholder premises:

1. An activity which is under sole direct supervision of qualified Policyholder authorities; and
2. Policyholder sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured Person's home is located.

Surgical Expense means expense incurred for (1) a Surgical Procedure; (2) preoperative Necessary Treatment in connection with such procedure; and (3) usual postoperative treatment.

Surgical Procedure means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

Total Disability means a disability or medical status which results in the Insured Person's inability to perform the normal activities of a person of like age and sex in good health.

SECTION III – ELIGIBILITY AND TERMINATION OF COVERAGE

When Coverage Begins

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

When Coverage Ends

An Insured Person's coverage will end the sooner of:

- (a) the date the Plan ends; or
- (b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

SECTION IV- BENEFIT PROVISION

Accident Medical Expense – Hospital and Professional Services Benefits

The Company will pay Reasonable Expenses incurred as an additional benefit to an Insured Person for the items of expense listed below due to an Injury caused by an Accident from a Hazard described on a following page. The Insured Person must be covered under the Plan on the date of the Accident. The first expense must be incurred within 30 days after the date of the Accident.

Services must be given: (1) by a Physician; and (2) for Necessary Treatment. Benefits are paid to the maximum for any one Injury for Reasonable Expenses which are in excess of the Deductible and any Copayment. Benefits are subject to the Coverage and Limitations as stated below, the Exclusions and all other provisions of the Plan. Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: \$100,000

Maximum Medical Expense for Injuries involving motor vehicles: \$100,000

Benefit Period: 1 Year

Deductible

The Deductible is: \$0

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses

Outpatient

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. HOSPITAL EMERGENCY ROOM 100% of Reasonable Expenses

3. FREE - STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses [

Physician's Services

1. SURGICAL: 100% of Reasonable Expenses
2. ASSISTANT SURGEON: 100% of Reasonable Expenses
3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of \$1,000

Other Services

1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 100% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 100% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 100% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 100% of Reasonable Expenses
6. GROUND AMBULANCE: 100% of Reasonable Expenses
7. AIR AMBULANCE: 100% of Reasonable Expenses
8. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of \$1,000
9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma]
10. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of \$500

EXCESS COVERAGE

Hospital and Professional Services will be paid only for such expense that is not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured Person is entitled, whether or not a claim is made for the benefits. The Plan is secondary to all Other Plans.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services are less than the amount stated in the Hospital and Professional Services under Excess Coverage Provision Applicability.

PAYMENT OF CLAIMS

All or a portion of any benefits provided by the Plan on account of hospital, nursing, surgical or other medical service may, at the Company's option, and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death and Dismemberment Benefits are paid to the Insured, or if not living, to the beneficiary.

SECTION IV- BENEFIT PROVISION

Accident Death and Dismemberment Benefit

The Company will pay a benefit for loss due to an Injury caused by an Accident to an Insured Person from a Hazard described on a following page as shown in the Table of Losses below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the Accident.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

Table of Losses

For Loss of:

Life	\$10,000
Both Hands or Both Feet or Sight of Both Eyes	\$10,000
Quadriplegia	\$10,000
Paraplegia	\$10,000
Hemiplegia	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing (both ears)	\$5,000
Loss of Thumb and Index Finger of the Same Hand:	\$5,000
Maximum-All Losses-Any One Accident	\$10,000

Loss shall mean the:

- (i) loss of a hand by total severance at or above the wrist;
- (ii) loss of a foot by total severance at or above the ankle;
- (iii) complete, total and irrecoverable loss to the sight of an eye;
- (iv) total Paralysis of both arms and legs for Quadriplegia;
- (v) total Paralysis of both legs for Paraplegia;
- (vi) total Paralysis of the arm and leg on the same side of the body for Hemiplegia;
- (vii) complete, total and irrecoverable loss of speech;
- (vii) complete, total and irrecoverable loss of hearing; or
- (ix) loss of thumb and index finger by total severance at or above the knuckles.

SECTION V - COVERAGE PROVISION

HAZARD 40

Regularly Scheduled Activity

Recreational Sports Activities and Meetings

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

Description of Hazards

Except where specifically stated otherwise, the Plan covers the Insured Person only for Injury sustained while:

- a. Participating in or attending any Regularly Scheduled Activity of the Policyholder. The activity must be supervised by a person authorized by the Policyholder.
- b. Traveling directly (uninterruptedly) to and from such Regularly Scheduled Activities with other members as a group. The travel must be supervised by a person authorized by the Policyholder.
- c. Traveling directly (uninterruptedly) to and from the Insured Person's Residence and the meeting place for the purpose of participating in such Regularly Scheduled Activity.

All registered participants of the activities sponsored and supervised by the Policyholder: 3000 Youth Participants ages 18 & under and 140 Club Members

Exclusions:

Benefits are not paid for any loss caused by or resulting from:

- (a) Injuries which are not caused by an Accident;
- (b) Treatment by persons employed or retained by the Policyholder or by any member of the Insured Person's Immediate Family;
- (c) Treatment that is not Necessary Treatment;
- (d) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis;
- (e) Custodial care confinements or services;
- (f) Charges in excess of the Reasonable Expense;
- (g) Cosmetic surgery except when the surgery is necessitated by a covered Injury;
- (h) Experimental or Investigational Treatment;
- (i) Routine physical or other examination when there are no objective indications of impairment of normal health;
- (j) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury;

- (k) Treatment of: weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails;
- (l) Counseling or psychiatric treatment, or educational or vocational testing or training;
- (m) Injuries covered by any occupational benefit plan, other insurance, or public assistance program;
- (n) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile;
- (o) Medical expenses for which the Insured Person is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation;
- (p) Fighting or brawling except in self defense;
- (q) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.

SECTION VI - POLICY PROVISIONS

Beneficiary

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

General Exclusions

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
- (b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than [30] days;
- (g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
- (h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (i) committing or attempting to commit a felony;
- (j) operating any vehicle with a blood alcohol level greater than the legal limit.

Aggregate Limit of Indemnities

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

SECTION VII - CLAIM PAYMENTS

Notice of Claim

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

Claim Forms

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

Proofs of Loss

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

Time of Payment of Claims

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

Payment of Claims

Any benefits paid for loss of life will be paid as follows:

- (1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
- (2) to the Insured person's surviving spouse, otherwise;
- (3) to the Insured Person's surviving child or children, in equal shares, otherwise;
- (4) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
- (5) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them, otherwise;
- (6) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

Physical Examination and Autopsy

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

Legal Actions

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

SECTION VIII - PREMIUMS

Premium Payments

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

The Company may terminate the Policy on any anniversary of its effective date, by sending to the Policyholder, at its most recent address in the Company's records, a notice of such termination, at least 60 days prior to the anniversary date.

SECTION X - GENERAL PROVISIONS

Entire Contract

The entire contract consists of:

- (1) the Plan; and
- (2) the attached Amendments and Application for Coverage, if any.

All statements made by the Policyholder or by the Insured Persons shall be, in the absence of fraud, deemed a representation and not a warranty. No statement will be used in any defense of a claim unless:

- (a) the statement is in writing; and
- (b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

Agreements

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

Incontestability

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

Data Required

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

Clerical Error

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

Claims Experience

The Company shall provide to the Policyholder a complete record of the Policyholder's claims experience incurred under the Policy. The Policyholder's request for this record must be made not less than sixty days prior to the date upon which the premiums or contractual terms may be amended.

Individual Certificates

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

- (1) the Insured Person's coverage;
- (2) to whom benefits will be paid; and
- (3) the rights and privileges under the Plan.



CERTIFICATE OF LIABILITY INSURANCE

COOPC11

OP ID: AM

DATE (MM/DD/YYYY)

05/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar, FL 33027-6605 Joaquim Rasgado		Phone: 954-883-2900 Fax: 954-517-7400	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Cooper City Optimist Club Inc. 10500 Stirling Road Cooper City, FL 33026		INSURER(S) AFFORDING COVERAGE INSURER A: General Star Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37362	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	IMA600758N	04/14/2013	04/14/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ Excluded
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured with respects to General Liability only subject to the terms, conditions and limitation of the policy.

CERTIFICATE HOLDER

CITY029

The City of Cooper City
9000 SW 50th Place
Cooper City, FL 33329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.