

AGREEMENT
BETWEEN
THE CITY OF PLANTATION
AND THE
PLANTATION ATHLETIC LEAGUE, INC.

THIS AMENDED, EXTENDED, AND RESTATED AGREEMENT entered into this _____ day of _____, 2009, by and between the CITY OF PLANTATION FLORIDA, a municipal corporation, hereinafter referred to as ("City") and the PLANTATION ATHLETIC LEAGUE, INC., hereinafter referred to as ("PAL").

WHEREAS, the Plantation Athletic League provides a substantial benefit to the City of Plantation by providing recreational and travel organized sport instruction and sport programs; and,

WHEREAS, the City of Plantation provides a substantial benefit to PAL and the residents of the City of Plantation by operating and maintaining athletic fields and facilities upon which recreational and travel sports instruction, sport programs and special events will be conducted; and,

WHEREAS, PAL will function as the primary provider of organized youth sport programs (ages 4 through High School) to the great benefit of the City and its residents; and,

WHEREAS, the existing agreement with PAL expires by its own terms on September 30, 2010; and,

WHEREAS, the City Administration determined for various reasons not to renew existing Agreement unless same was substantially changed; and,

WHEREAS, the City and PAL established a Task Force to review all aspects of the City's relationship with PAL; and,

WHEREAS, as a result of the meetings and recommendations of the Task Force, the City and PAL have determined to amend, restate, and extend the agreement between Plantation and PAL; and,

WHEREAS, the City and PAL wish to approve the aforesaid Amended, Restated, and Extended Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1. **Administration:** shall mean the Mayor of the City of Plantation or Assistant to the Mayor, acting with such advice from the City Risk Management Supervisor, City Attorney, and the Parks and Recreation Director as the Mayor or Assistant to the Mayor deem appropriate.
2. **Block Permit:** shall mean a Facility Use Permits a written instrument used by the Department solely for scheduling multiple games and or practices over a period of time.
3. **Athletic Supervisor:** shall mean the employee of the City of Plantation holding the position of Parks & Recreation Department Athletic Supervisor.
4. **Camp(s):** shall mean an event for which a fee may be charged and consists of an organized gathering of PAL Participants with a supervising person skilled in providing training and skills development for a PAL Program. Camps may consist of a series of Clinics during a day or over a period of time. At a minimum, camps must conform to the Broward County Children Services Administration Division Guidelines.
5. **Clinic:** shall mean an instructional session, usually taught by a PAL Professional or a skilled volunteer, for the enrichment of PAL Participants, coaches and or officials.
6. **City:** shall mean the City of Plantation.
7. **City Fiscal Year:** A period of time commencing October 1 of a calendar year and concluding September 30th of the ensuing year.
8. **Department:** shall mean the City of Plantation Parks and Recreation Department.
9. **Dynamites Program:** shall mean a program in which the participants are mentally and or physically challenged. The Dynamites Program includes dances and club meetings in addition to sports related activities.
10. **Facility:** A public asset owned by the City or leased by the City.
11. **League:** shall mean sport specific groups of teams within defined age groups (e.g. Boys and Girls 10-11 Recreation League Soccer).
12. **PAL Participant(s):** shall mean any child who is registered to participate in a sport in the PAL program in the current PAL fiscal year.
13. **PAL Non-resident Participant:** shall mean PAL Participants who live outside the City of Plantation.

14. **PAL Voting Member(s):** shall mean (a) the parents or legal guardians of current registered PAL Participants in the PAL Program; and (b) approved coaches and assistant coaches provided such person has completed and signed a coaches application; and (c) a team sponsor which has sponsored a team in the current PAL Fiscal Year.
15. **PAL Sports Board Member(s):** shall mean the members of an individual sport specific board (if the sport in question has such a Board) whose function as a Board is to assist the Sports Commissioner for that sport.
16. **PAL Sports Commission:** shall mean the governing body of PAL, comprised of all elected Commissioner(s) and the City Athletic Supervisor (who shall serve as an ex-officio non-voting Sports Commission member).
17. **PAL Sports Commission Leadership Committee:** shall mean the President, President Pro-Tem, First Vice President and Treasurer.
18. **PAL Board:** shall mean the PAL Sports Commission.
19. **PAL Commissioner(s):** shall mean the elected chief operating officer of his/her Sport Program who shall have the responsibilities as set forth in the PAL Bylaws, and who shall be a member of the PAL Sports Commission.
20. **PAL Fiscal Year:** means a period of time commencing July 1 of a calendar year and concluding June 30th of the ensuing year
21. **PAL Professional:** shall mean a professional who, under written agreement with PAL may be paid, in order to provide a service to the PAL Participants. A PAL Professional shall be limited to umpires, referees, officials, and instructors.
22. **PAL Third Party Contractor (s):** shall mean any third party contractor with PAL that is not defined as being a Third Party Vendor or PAL Professional.
23. **PAL Third Party Vendor(s):** shall mean any third party who provides food, retail or amusement equipment to or on behalf of PAL for a PAL Event that does not exceed three (3) days.
24. **PAL League Administrator:** shall mean an individual appointed by a Commissioner whose responsibility may include, but shall not be limited to, scheduling of games, and being responsible for any tryouts and assignment of players, recruitment of coaches, assigning officials, and enforcing the rules within their specified sport and age group.
25. **Permits:** shall mean Facility Use Permits (a written instrument used by the Department for approval and scheduling of all activities).

26. **Sports Program:** shall mean provision of sport specific play for all age groups comprised of leagues, and which are either recreational or travel but not both. Article 7 identifies the Sports Programs.
27. **PAL Event(s):** shall mean those events as further described in Article 13.
28. **Non-PAL Event:** shall mean those events that do not adhere to the guidelines for PAL Events as set forth in Article 13.
29. **Tier One: Recreational Program(s):** shall mean those PAL programs that endeavor to provide all children with equal participation, and emphasize the teaching of fundamental skills and good sportsmanship. Recreational Programs are conducted so that Teams within Leagues are balanced so as to be roughly equivalent in skill, conduct plan (except All Stars) within the municipal boundaries of Plantation, and provide every child who signs up the opportunity to participate.
30. **Tier Two: Travel Program(s):** shall mean those PAL programs which consist of competitive play at a much higher level than those in Recreational Programs. Travel teams will be required to raise money for the purposes of traveling to other cities, counties, states or countries. Travel teams will pay a higher initial registration fee and will also be required to purchase additional uniforms and or equipment. Not all PAL Participants who sign up for Travel Programs will be given the opportunity to play, due to limited teams and space. Playing time is not guaranteed at the Travel level. Travel players do and will continue to be cut from travel teams.
31. **Tier Three: Additional Youth Group(s):** shall mean any other youth sports programs, which consist of recreational and/or competitive play, but do not fall under the operation of PAL and are not covered under the auspices of this agreement.
32. **Team:** shall mean a group of players who have a coach and who play other groups of players who have a coach.

ARTICLE 2

GENERAL PAL COVENANTS

1. PAL will organize Teams and schedules, recruit coaches, and do the other steps necessary to conduct the PAL Programs as provided for herein. The PAL Programs will be conducted with the intent of providing not only physical, but also emotional and psychological, growth to all the children involved, and will always be conducted for the recreation of all involved.
2. The type and size of the Programs and number of Leagues and Teams within each Program shall be reasonably proposed by PAL and reasonably determined each City Fiscal Year by the Department. The primary focus of the determination will be to ensure

that each Program conducted by PAL will be sufficient to meet the needs of City residents within the resources of the Department.

3. At the beginning of each season, PAL will compare names of proposed PAL Professionals, Third Party Contractors and Third Party Vendors with the Florida Department of Law Enforcement's ("FDLE") sexual predator database, as they appear on the FDLE website. Any person identified will be immediately removed. Background checks through a system approved by the PAL Sports Commission and the Department will be implemented for all proposed Sports Commission Members, League Administrators, Head Coaches, and Assistant Coaches, and official Assistant Coaches (i.e. those wearing uniform). Documentation evidencing completion of the database review and background checks will be maintained by PAL and will be provided to the Department upon request. In the event the database or background check results in questions or concerns, the proposed candidate shall not serve unless approved by vote of the Sports Commission and the Administration.
4. At all times, PAL shall remain a Florida not-for-profit corporation and shall maintain a tax-exempt status in accordance with Section 501(c)(3) of the Internal Revenue Code.
5. All PAL Sports Commissioners shall be volunteers, and shall receive no compensation for their service. Notwithstanding the foregoing, the PAL Sports Commission may employ and pay compensation to one person who may be a manager or an administrative assistant to PAL.
6. PAL will provide the Department with contact information (consisting of mailing address, telephone numbers, and e-mail address) of its PAL Sports Commission Members, members of its Sports Boards, its League Administrators, and those individuals in charge of PAL's operation of concession stands.
7. PAL will keep current its By-laws and individual sports rules, and will keep an updated copy thereof on file with the Department. These documents will be reviewed by the PAL Sports Commission every year with a copy of the changes provided to the Department. In the event of any conflict between the By-laws and the provisions of this Agreement, the provisions of this Agreement shall control.
8. The City has installed a Thor-Guard Lightning Protection System within its active Facilities. This System emits a sound blast when lightning is reasonably imminent. The System is not failsafe, and it is reasonable to expect lightning strikes even when the System does not activate. PAL will exercise reasonable care in assuring that when thunderstorms or lightning can be reasonably expected, the PAL Sports Program Participants clear the City Facilities and seek appropriate shelter. In that regard, if PAL volunteers, coaches, PAL Sports Commission Members, hear a one 15-second horn blast from the System, reasonable efforts will be taken to ensure that all of the fields are cleared and all parents, players and spectators moved to a sheltered area. A dugout is not considered a safe area. All umpires, referees and or officials should be notified and should assist PAL and City staff with this safety issue. PAL shall comply with the safety

standards set by the City and will distribute and communicate this information to any visiting teams.

9. Any and all agreements between PAL and PAL Third Party Contractors must be first approved by the Administration and then approved by the PAL Sports Commission. PAL Third Party Vendor agreements and PAL Professional agreements shall be reviewed and approved by the Department prior to being reviewed and approved by the PAL Sport's Commission. The Department will have five (5) business days to review, request reasonable additional information or approve such agreements. Such approval shall not be unreasonably withheld. Each of these agreements shall contain an indemnity by the Vendor or Contractor to PAL and to the City, and shall require such insurance coverage (with limits and deductibles as may be determined appropriate by City Risk Management). PAL and the City shall be an additional insured on such policies, and the City Risk Management Division shall require certificates or endorsements to such effect. These matters must be concluded before permits are issued or the activity contemplated by the Agreement commences.
10. Copies of each PAL Professional agreement shall be approved by the Sports Commission and do not require a City approval; however, Certificates of Insurance or evidence that the PAL Professional is covered by PAL's insurance policy must be submitted to the Department prior to execution of such agreement by PAL.
11. PAL shall ensure that its various programs comply with the applicable residency requirements of this Agreement.
12. Each PAL Voting Member shall be entitled to cast one vote for each election of a PAL Commissioner of the respective sport in which his or her PAL Participant participates (in the case of a parent casting a vote for the Commissioner of his or her child's sport), or in which the PAL Voting Member otherwise participates (e.g. as a coach or sponsor). PAL Voting Members shall have no vote in elections of PAL Commissioners of a sport within which they do not participate or do not have a PAL Participant. In the event a candidate is not opposed, the candidate must still receive a majority of confirming votes from those PAL Voting Members so voting in such election in order to serve as a PAL Commissioner and thereby be a Member of the PAL Sports Commission.
13. The Members of the PAL Sports Commission shall elect from their membership a President, President Pro Tem, First Vice President, and Treasurer. After approval by the Commission, all contracts and agreements contemplated by this Agreement may be signed by the President, or in the absence or disability of the President the President Pro Tem, or in the absence or disability of the President and President Pro Tem, the First Vice President or in the absence of all the foregoing, the Treasurer.
14. PAL shall be responsible to the City for the acts or omissions of its Third Party Contractors, Third Party Vendors, and PAL Paid Professionals.

ARTICLE 3

GENERAL CITY COVENANTS

1. The City will reasonably provide the Facilities upon which all PAL Recreational and Travel Programs and PAL Events provided for herein can be conducted. The City will provide Facilities for PAL Programs as described herein prior to providing sport facilities to any other organization. However, the provision of such facilities to PAL will not be to the exclusion of other organizations or activities, such as, for example, Tier Three Programs and those composed of or serving City residents or youth activities not included in the PAL Programs listed in Article 7.
2. The City will reasonably maintain the Facilities consistent with the Department's standards, and will prepare the fields for games and practices that are permitted.
3. Whether initiated by PAL or the City, negotiations for Youth Major Events/Tournaments for a sport, which PAL currently provides, will include representatives of both parties. To that end, the parties agree that the City shall negotiate and execute the Agreement. The objectives of these negotiations shall be to recover all City-incurred costs for these events, including fees for dumpsters, port-o-lets, field rentals, overtime, etc., to meet risk management requirements of the City, and to benefit PAL and the City. These benefits may include, but shall not be limited to, waivers of registrations fees for PAL teams, distribution of revenues to support the PAL Programs, and distribution of revenues in support of sport facility operations of the Department and improvements City Facilities.
4. Except otherwise as provided in this Agreement, the City agrees to waive for any PAL Event the applicable Department Permit fees and any other fees that may be adjusted in City Ordinance No. 2295, as amended, provided PAL meets the terms and conditions of this Agreement and maintains the applicable residency requirements set forth in Article 5 below.
5. On an annual basis during the City budget process, the parties shall meet, review and discuss all expenses relating to PAL. Upon written request, the Department will provide a breakdown of costs associated with PAL Events. The Department agrees to use best efforts to include PAL in scheduling of Department staff for PAL Events.
6. Within thirty (30) days after the conclusion of a season, the PAL Sports Commissioners and the Athletic Supervisor shall submit a joint PAL status report of active sports to Administration. For purposes of this Paragraph, the reports shall be due in the month designated below beside each described Season:

Seasons-Date Report is Due

- a. Fall – November
- b. Winter – February
- c. Spring – May
- d. Annual – August

Status report shall include but not be limited to:

- a. List of names, addresses, contact numbers of program leadership (sports commission)
- b. Documentation of proper insurance coverage
- c. Documentation of training for sports program administrators (NYSCA)
- d. Documentation of volunteer background check screening
- e. Documentation of participant registration information (i.e. total count, number of non -resident)
- f. Documentation of financial reports: (i.e. registration, concession, sponsor revenue and all expenses)
- g. Schedule created and/or approved by City of Plantation Athletic Supervisor
- h. Any additional comments or concerns
- i. Review of PAL EVENTS during the season
- j. Upcoming Events for next season

Both parties recognize that the provision of youth recreational programs, resources, and facilities constantly evolves and changes. Part of the purpose of the status report will be to try and identify trends, proactively address reasonably foreseeable issues, and make adjustments to be programs, resources, and facilities as appropriate. Consequently, the Administration and PAL Sports Commission shall review the Status Report and may make addendums to this Agreement, as may be appropriate to address changes to programs, the need for resources of the City or of PAL, or the provision of City Facilities, and which are not viewed by the City to be material. If material changes are desired, those must be reviewed and approved by the governing body of the City to be effective.

7. The City has agreed to treat Travel Cheerleading as a Recreational Sport Program, given its current usage of Facilities, but only for the purpose of fees and charges. In all other respects, Travel Cheerleading shall be treated as part of the Travel Program.

ARTICLE 4

PERMITS

1. Use of the Facilities by PAL will be pursuant to the issuance of Permits. The Department shall waive all charges associated with the issuance of such Permits subject to the terms and conditions of this Agreement. The Department may issue a Permit for an individual game or practice, as scheduled by PAL or the Department's may at its option issue a Block Permit covering a series of games and or practices, or both, as determined by the Department for administrative convenience. All such Permits' will be issued to PAL in a timely manner upon submittal of PAL's schedules. The Department will have ten (10) business days to review submittals, such as resumes of instructors, certificates of insurance naming the City as the additional insured or as Co-loss payee, and an outline for the Program, and shall not reasonably refuse to approve same. The fact that the City may issue a Facilities Permit shall not in any way act as a defense to, an estoppel to, or a

waiver of, the City's right to require full compliance with this Agreement or the City's right to enforce this Agreement.

2. All risk management requirements as defined in Article 15 must be met prior to the issuance of any permit.
3. When Clinics are conducted solely by volunteers, are attended only by PAL Participants, and where no fee or charge for the Clinic is paid in order for PAL Participants to attend the Clinic, the Department shall not charge a fee for a Permit for the Clinic's use of a Facility. In all other instances, the Department may change its standard facility use fee for Permits for the use of Facility for a Clinic.

ARTICLE 5

PAL RESIDENCY REQUIREMENTS

For the purposes of determining residency requirements as used herein, the residency requirements shall be applied as follows:

1. Recreational Program. The PAL Participant residency requirement for all Recreational Programs shall be no less than eighty percent (80%) City residents (and thus shall not exceed 20% non-resident participants), Program wide. For the purposes of determining Recreational Programs residency requirements as used herein, the residency requirements shall be applied to the individual PAL Program as a whole and not as an individual team or League within a PAL Recreational Program.
2. Travel Program. The PAL Participant residency requirement for the Travel Programs shall be no less than fifty percent (50%) City residents (and thus shall not exceed fifty percent (50%) non-resident participants), Program wide. In addition to the foregoing requirement, each Team in a Program will strive to have a minimum of 50% (fifty percent) of their roster consisting of City residents. If it appears that a Team roster may fall below said level, prior to finalizing said roster, said Team must petition the Commissioner of their sport for a residency requirement exemption. If the Commissioner of said Program approves the petition, the Commissioner must then obtain Sports Commission approval. In no event can any exemption, or the cumulative exemptions, approved by this Paragraph 2, cause the Travel Program wide residency requirement to not be maintained.

If at any time a PAL Travel Program has a need for any reason to exceed the percentages set forth herein then such PAL Travel Program Commissioner with approval of the PAL Sports Commission will meet with the Department to review and decide whether to recommend to the City Administration a request for exception to the Travel Program residency requirement. A written statement of justification must accompany the request. If the City Administration grants a Travel Program exception pursuant to this Paragraph 2, then in that event, the residency requirement set forth in Paragraph 2 shall be adjusted for that season of play only.

Non-resident fees for facility use will be applied and paid to the City by PAL on a flat fee based upon a proposed practice and game schedule for the sport or teams that do not meet the residency requirements, except for those within the Travel Program which have been granted an exception to the residency requirement by the Administration.

3. The Department shall conduct the registration for all PAL Recreation and Travel Sports Programs (i.e. Tier One and Tier Two) through the department registration software. All payments will be made payable to the City of Plantation. The City of Plantation will provide registration revenue to PAL in three (3) installments. Payments 1 and 2 will be made within 14 days of each registration period. Payment 3 will be made within 14 days of registration being closed. The installments will be processed as follows:
 - Installment 1: 95% of Cleared Funds
 - Installment 2: 95% of Cleared Funds
 - Installment 3: 100% of Cleared Funds (remaining balance)
4. The City will provide staff necessary to conduct registration for all PAL Recreation and Travel Sports Programs at times and locations agreeable to both PAL and the City.
5. The City will retain the standard Parks and Recreation Activity Fee for each PAL Participant at the time of registration (the same activity registration fee charged for all Parks and Recreation classes).
6. The City of Plantation will collect a fee of \$50 per PAL Non-resident Participant at the time of registration. This Fee is subject to change upon mutual agreement of PAL and Administration. Revenue from non-resident registrations will be used for City approved Athletic Facility Improvement Projects.
7. Travel Program PAL Participants will also be required to purchase an annual "Travel Membership" from the City of Plantation. The membership will be in addition to travel registration fees that may be collected directly by PAL. A single travel membership will be good for all travel sports within a calendar year from January 1st through December 31st. The cost of the "Travel Membership" shall be \$80.00 for PAL Non-Resident Participants and \$30.00 for all other PAL Participants. The Travel Membership revenue will be kept by the City.
8. Notwithstanding the foregoing and regardless of actual residency, the children of City employees who do not live in the City shall be deemed residents for the purposes of this Agreement. The Dynamites Program is exempt from the residency requirements. Neither participants in the Dynamites Program, nor PAL Participants who are children of City Employees, shall pay any non resident fees that may be otherwise payable pursuant to this Agreement.

ARTICLE 6

FACILITIES

The City will provide the City athletic facilities or leased Broward School Board facilities stated below for PAL's use, subject to the issuance of Permits and the continued ability to lease those facilities that are leased. PAL may upon prior written notice to the Department request additional facilities for individual PAL Programs.

- | | |
|--------------------|---|
| 1. Softball | Pop Travers Park, Central Park |
| 2. Baseball | Central Park, Sunset Park and Fig Tree |
| 3. Basketball | Central Park, Plantation HS, Plantation Middle School, Seminole Middle School |
| 4. Tackle Football | PAL Park |
| 5. Flag Football | Central Park |
| 6. Cheerleading | PAL Park and PCP |
| 7. Roller Hockey | Central Park |
| 8. Soccer | Pine Island and Central Park |
| 9. Dynamites | Pine Island, Pop Travers Park, Jim Ward Community Center meeting rooms and other approved Facilities as needed. |

ARTICLE 7

SPORTS PROGRAMS

1. The Department will review and provide comment concerning any new PAL Program, not defined in this Agreement, upon request from the PAL President. Such request must be approved by the PAL Sports Commission. This request will be placed on a City Council agenda for consideration in a timely manner, unless it is a request that is not of a material nature which can be approved by the Administration. The current PAL Programs are set forth below and shall be conducted within the time periods designated therefor:

Hockey	November - February
Soccer	November - February

Softball	February - May
10' Basketball	March – May
Tackle Football	July-December
Flag Football	August - December
Tackle Cheerleading	Year-Round
Flag Cheerleading	August – December
Baseball	December - June
Biddy Basketball	August - November
Dynamites	Year-Round
Travel Programs	Year Round

The Sports Programs as stated above may be changed upon mutual agreement of the parties; additionally such mutual agreement shall not be unreasonably withheld by either party.

ARTICLE 8

SCHEDULING

1. PAL will use reasonable efforts to but cannot guarantee (due to weather conditions) that the time frames as stated above can be met. The purpose of such time frames shall serve as advanced notice to the Department for its use in general scheduling.
2. Four weeks prior to the commencement of a PAL Program, such PAL Program being the actual PAL Program planned by PAL and not the broad outlines of a program as set forth above, PAL will submit, for such PAL Program, a list of the number of teams contemplated to play in the PAL Program, the approximate number of games to be played per PAL Program, the number of weeks through which games will be scheduled, and information as to whether games played can be block scheduled. PAL may at its option make changes to its schedules and requirements after submission of the requested information. PAL will use reasonable efforts to provide the Department with all requested information and any additional requirements.
3. Two weeks prior to the commencement of a PAL Program, PAL will submit to the Department a program schedule for such PAL Program, the estimated dates and times

PAL requests for its games and practices. PAL will also submit to the Department, the names and phone numbers of the League administrators.

4. The Department will use reasonable efforts to schedule activities for City facilities so that they do not conflict with the Recreational Programs of PAL, and consistent with the provisions of this Agreement, shall not unreasonably withhold, delay, or condition the approval of Permits.

ARTICLE 9

CONCESSIONS

Until such a time that PAL and the City agree otherwise, PAL may operate the concession stands pursuant to Resolution 6112 (attached hereto) with the following changes noted:

1. Time: (Monday through Friday, 6:00 to 10:00 p.m., Saturday and Sunday as needed, per schedule)
2. Locations to include:
 - a. Pop Travers
 - b. PAL Park (Southside concession building)
 - c. Pine Island Park
 - d. Sunset Park (2)
 - e. Plantation Central Park (2)
 - f. Any other field or park on such terms as designated by City Administration
3. The concession stands will be operated primarily during the timeframes set forth above in which the facilities are used; however, the Department may request that a specific concession stand be open for specific activities, at anytime, and PAL will request the concessionaire make all reasonable efforts to comply with such request as long as such requests are reasonable.
4. PAL will request that PAL Third Party Contractors and Third Party Vendors and concessionaires do not post "out of order" signs on or disconnect vending machines.
5. In the operation of concession stands, and in addition to other contractual provisions, PAL will require that PAL Third Party Contractors, PAL Third Party Vendors and concessionaires conform to all Broward County Health department standards and secure all required permits and certificates of insurance required by such authority.

6. PAL shall file with the Department an annual financial report showing the revenues and expenses incurred with respect to the concession stands.
7. Any concessionaire (including Third Party Contractors and Third Party Vendors) of PAL cannot further assign or sublease or subcontract the operations of the concession stands without the written approval of the Administration. City Administration and PAL agree that should any such arrangement be approved, a monetary fee may be applied to cover costs associated with building maintenance.

ARTICLE 10

DEPARTMENT REPRESENTATIVE/COMMUNICATION/COMPLAINTS

1. The Athletic Supervisor will be the Department's coordinator with respect to the Recreational and Travel Programs of PAL. After the scheduling planning exercise in Article 8 is complete, but prior to the commencement of any PAL Program, each PAL Commissioner will communicate all final scheduling requirements to the Athletic Supervisor.
2. If a PAL Voting Member contacts a City or Department representative to complain about an act or omission of an individual PAL volunteer, a Commissioner, a League Administrator, a Coach, an Assistant Coach, a PAL Professional, or a PAL Sports Program, which pertains to competition or sport rules and regulations, the City or Department representative will direct the PAL Voting Member to PAL's website where the PAL Voting Member can access PAL's grievance policies and procedures. These grievances will follow the procedure set forth in the PAL Bylaws. PAL will hold a monthly review of grievances with the Athletic Supervisor. At his/her discretion, the Department representative will determine if a grievance or disposition of a grievance should be brought to the attention of Administration.
3. If a PAL Voting Member has contacted the City or a Department representative, or if the City otherwise becomes aware of an issue, concerning compliance with this Agreement, financial impropriety, ethical concerns, or other matters that do not clearly fall within the scope of Paragraph 2 above, these matters may be addressed by the City or the Department without following PAL's grievance policies and procedures.
4. Unless the Department is otherwise notified, the PAL Sports Commission Members will meet at least four (4) times per year on the second Tuesday of the month. The Athletic Supervisor or the Department's designee shall make every effort to attend all PAL Sports Commission meetings. PAL agrees that the Athletic Supervisor may attend all other PAL meetings that are not PAL Sports Commission meetings.
5. Notwithstanding any other provision of this Agreement, the Mayor shall have the right to suspend a Sports Commission Member at his/her discretion, provided the suspension is made in writing. While suspended, such Member may not attend meetings of the PAL Sports Commission, and may not vote on any matters before the PAL Sports

Commission, and may not act as a Commissioner of PAL. Unless such suspended Member obtains a timely administrative review of his or her suspension, the Member shall have been deemed to have resigned his or her Membership on the Sports Commission, and such deemed-resigned Member shall not be able to qualify for re-election to fill the vacancy created by his or her deemed resignation (or qualify for election as or for any other Sports Commissioner), for a period of two years or such shorter time if designated by the Mayor in his or her suspension notice.

- a. A suspended Sports Commission Member can request an administrative review of his or her suspension by filing a written request to the PAL Sports Commission within 30 days of receipt of notification of his or her suspension. A failure to timely request an administrative review, shall result in a deemed resignation of the suspended Member.
- b. Upon receipt of a timely written request for an administrative review of a suspension, the PAL Sports Commission shall determine whether it wishes to facilitate such review, and if so, shall within thirty (30) days of receipt of a suspended Member's written request, by majority vote, appoint two persons to an Administrative Review Panel. A failure by the PAL Sports Commission to appoint two persons to an Administrative Review Panel within such thirty (30) day period shall result in a deemed resignation of the suspended Member.
- c. Once the PAL Sports Commission appoints two members to the Administrative Review Panel, the Chairperson of the Parks and Recreation Advisory Board shall be notified of the PAL Sports Commission's decision to facilitate an administrative review of the suspension, and he or she shall call a regular or special meeting of the Parks and Recreation Advisory Board within the next ensuing thirty (30) day period for the purpose of appointing two other persons to serve on the Administrative Review Panel, and failing the Parks and Recreation Board to make such appointment within such period, the appointments shall be made by resolution of the City's governing Body at the next reasonably available regular meeting of the City Council.
- d. The four (4) appointed members of the Administrative Review Panel shall then meet for the purpose of appointing by majority vote a fifth member to the Panel.
- e. No elected official, employee, or officer of the City may be appointed to the Administrative Review Panel.
- f. After considering the matter, the Panel may determine to take no action concerning the suspension (such that the suspension is upheld and the Member is therefore deemed resigned), or it may modify such suspension in any way it deems fit, or it may terminate the suspension. The decision of the Panel will be final and binding on the affected Member, the City, and PAL.
- g. Meetings of the Administrative Review Panel, and its deliberations, will be

informal: witnesses need not be sworn, and interested persons do not have cross examination privileges. The affected Member will be given notice in writing at least five (5) days prior to the date the Panel will consider the matter, and both the affected suspended Member and the Administration may submit written or oral comment to be considered by the Panel. The Panel shall meet in a conference room or area approved by the City Clerk, and minutes of the Panel's meetings shall be kept.

ARTICLE 11

FINANCIALS

1. PAL will file with the Department a copy of its annual financial report, including all revenues and expenditures and a detailed statement and description of its financial internal controls. PAL will also provide at PAL's monthly meetings a copy of its monthly revenue and expense report to the Department's Athletic Supervisor. The revenue report will include a line item for resident and non-resident registrations.
2. At the end of PAL's fiscal year and no later than ten (10) days from the filing date in compliance with Federal Department of Treasury reporting requirements, PAL shall supply a copy of the financial report and non profit tax return prepared by a C.P.A. including revenues and expenses for all Recreational or Travel Programs. Such reports will be sent to the Athletic Supervisor.
3. Upon written notice and within a reasonable timeframe, the City reserves the right (at the City's sole expense) to perform a detailed audit on all or part of the PAL organization's financial reports and internal financial controls, and to such end, PAL agrees to supply source information and data necessary to perform such audit in accordance with generally accepted accounting principles. PAL shall implement audit recommendations approved by the Administration within a reasonable time, and provide proof of such implementation to the Administration.
4. PAL will file tax returns as appropriate under federal or state law, or both, and shall be responsible to pay all taxes as appropriate. Copies of the Certificate(s) of Registration and the tax returns are to be filed in the City of Plantation Department of Financial Services. If the Department of Revenue authorizes PAL to file tax returns less frequently than monthly, that is, quarterly or semi-annually, PAL will file a copy of such authorization with the City's Comptroller's office. The Comptroller's copies of tax returns will be mailed or delivered to the Comptroller on the same date the tax returns are required to be mailed or delivered to the taxing authority.
5. Upon the expiration of this Agreement or upon the Termination thereof, PAL shall remit to the City the balance of its unexpended funds. The City agrees to use such balance for programs related to youth recreation which are conducted by or managed by the Department.

ARTICLE 12

PAL FUND RAISING BANNERS

1. PAL shall be permitted to install banners on interior fencing, preferably on the outfield fences, at the appropriate parks for the various PAL Programs.
2. The color scheme will be associated with the individual parks. Central Park, Sunset Park, PAL field and Pop Travers Park will be a green background with white letters, size (not to exceed 4' x 8'). Notwithstanding the foregoing the banners used at the Central Park hockey rinks will be a white board with black, red, blue and orange lettering. The banners used at Pine Island Park will be blue and white.
3. All banners must be hung neatly, in locations approved by the Department. Banners are to be well secured and kept in a generally aesthetic condition. PAL agrees that banners will be installed at the appropriate parks in a timely fashion. If banners are worn or have come away from the fencing due to weather conditions or vandalism the Department will immediately notify PAL and PAL will remove or re-secure such worn or loose banners. Failure to comply with these rules will result in the park staff removing said banners and returning them to PAL.
4. The City has adopted, and may amend, an Ordinance of general applicability throughout the City concerning banners and temporary signs, and PAL agrees to comply with such Ordinance even if such requirements thereof restrict signage allowed pursuant to Paragraphs 1 through 3 above.

ARTICLE 13

RECREATIONAL AND TRAVEL PROGRAM EVENTS.

There are multiple types of events that are operated by PAL that serve different functions within the PAL Program to maximize the benefit of both PAL Recreational and Travel Programs. A listing of all proposed PAL Recreation and Travel Program games and events will be submitted to the Department by each Commissioner at the beginning of each season or by the PAL Sports Commission at the beginning of each City Fiscal Year. All events must meet requirements and be approved by the Athletic Supervisor prior to permits being granted.

1. **PAL Event:** A PAL Event is an event run exclusively by PAL volunteers which includes the following:
 - a. All checks (entry and sponsors fees) made payable to PAL.
 - b. Covered by the PAL insurance carrier.
 - c. Approved by the PAL Sports Commission.
 - d. Approved by the Department through issuance of a Permit, request submitted with a Special Events Form.

- e. All advertising and promotions, if any, are conducted by PAL solely for the benefit of the PAL organization and the event sponsors. A Permit must be issued prior to advertising or promotion of an event.
- f. PAL teams participating in the event may receive free entry.
- g. PAL organizes and runs the event including but not limited to the hiring of umpires, referees and PAL Third Party Vendors.
- h. PAL chooses the invitees.
- i. PAL will provide the Department with all participating PAL Third Party Vendors contracts containing indemnities to the City and PAL and Certificates of Insurance naming the City as Co-loss Payee or an additional insured, which must be approved by the City prior to the permit being issued.
- j. All proceeds from the PAL Event will be disbursed per the policies set forth by the PAL Sports Commission in the PAL by laws, except those proceeds as are retained by the City.

Travel League Special Championships: These championship events are the normal conclusion to a season and are in theory intended to rotate among the participants from various member cities when it is their turn to host the event. For example, if the roller hockey league has nine members, the Broward Cup should be at PCP every ninth year at a maximum. Standard facility rental rates shall apply.

These are events held at the conclusion of certain travel seasons such as:

Broward Cup - Roller Hockey
 A.Y.F.L. Tackle Football - All-stars
 A.Y.F.L. Super Bowl – Football
 A.Y.F.L. Cheerleading

PAL Special Events: The PAL Board shall approve these events in advance and a Special Events Form shall be submitted to the Department for approval well in advance of the event. Standard facility rental rates shall be waived. Any additional items that are needed (IE dumpster rental, portable bathroom rentals etc.) shall be billed back to PAL.

Examples of Special PAL events would include:

Softball weekend tournaments such as: I.S.A., N.S.A., A.S.A, etc.
 Baseball invitational travel tournaments
 Basketball Tournaments

2. **NON-PAL Events:** Standard facility rental rates shall apply.

- 1. The City is at the front end of all negotiations on behalf of both the City and PAL. PAL may participate in negotiations.
- 2. Checks are not made payable to PAL.
- 3. The event is not covered by the PAL Insurance.
- 4. PAL may supply volunteers to help run the event.

Examples of these events, current and past:

Orange Classic soccer
Got Milk 3v3 soccer
Bush Bash baseball
Rising Stars softball
Florida Sunshine Games
A.A.U. Tournament
Presidents Cup
Governor's Cup
Regional and District Events – Soccer

3. In the event there is any good faith reasonable uncertainty concerning whether an event is a PAL Event or a NON-PAL Event, the first such uncertainty shall be resolved by determining that the event is a PAL Event. The second uncertainty shall be resolved by determining that the event is a NON-PAL Event. Thereafter, every odd numbered uncertainty shall be resolved in favor of a PAL Event, and every even numbered uncertainty shall be resolved in favor of a Non-PAL Event.

ARTICLE 14

INSURANCE

1. PAL will obtain liability insurance covering PAL Sports Programs, PAL coaches, referees, PAL Professionals, PAL Events and other individuals involved in PAL activities. PAL will obtain liability insurance covering all Third Party Vendors or require a Certificate of Insurance from such vendors. Notwithstanding the foregoing PAL requires that its Third Party Contractors obtain their own liability insurance and provide evidence of same to PAL. Copies of insurance certificates will be provided to the Department within 10 working days prior to the event.
2. Underwriters, coverages, policy limits and policy deductibles will be reviewed annually or as deemed appropriate by City Risk Management, and will remain subject to adjustment by City Risk Management. For the PAL Fiscal Year 2009-10, insurance in the minimum amount of \$1 million dollars per injury and \$1 million aggregate per occurrence, as to personal injury, and \$1 million each occurrence/aggregate property damage liability is required. All such insurance shall list the City as an additional insured and the insurer shall be required to give the City thirty (30) days advance written notice if the insurance coverage as required is cancelled or not renewed.
3. A copy of such insurance policy will be sent to the Department and the Department will file a copy with the City's Risk Manager's office. PAL will name the City as Co-loss Payee or additional insured on its policy (as may be reasonably acceptable to the City Risk Management).

ARTICLE 15

INDEMNIFICATION

1. PAL shall hold the City harmless and indemnify the City from any losses, costs, damages, and claims resulting from or related to bodily injury, disease, or death, or damage to real or tangible personal property, caused by the negligence of PAL, or which may result from the negligence of others for which PAL is responsible. PAL's obligations pursuant to this Paragraph shall not include claims, costs, damages, or other expenses which are caused by the negligence of the City, or for others for which the City may be responsible.
2. The City shall hold PAL harmless and indemnify PAL from any losses, costs, damages, and claims resulting from or related to bodily injury, disease, or death, or damage to real or tangible personal property which may result from the negligence of the City or which may result from the negligence of others for which the City is responsible. The City's obligations pursuant to this Paragraph shall not include claims, costs, damages, or other expenses which are caused by the negligence of the PAL, or for others for which PAL may be responsible.
3. This Paragraph 3 is intended to comply with the limits of Sovereign Immunity as provided to cities under state statutory law which the City does not intend to waive and does not waive.

The City's liability to PAL under the preceding Paragraph 2 shall not include punitive damages, or interest for the period before judgment. Additionally, the City shall not be liable pursuant to the indemnity in Paragraph 2 to pay a claim or judgment by any one person which exceeds the sum of \$100,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the City arising out of the incident or occurrence, exceeds the sum of \$200,000.

If, as, and when, the foregoing scope or limits of the City's liability are increased or decreased by changes to statutory law, the scope or limits in this Paragraph 3 shall be deemed increased or decreased, such that whenever any claim shall occur, the scope and limits of the City's sovereign immunity, as same is statutorily fixed as of the date the claim arises, shall apply to the claim. In this fashion, both PAL and the City can be fairly protected given the public policy of the state as of the date any claim arises.

ARTICLE 16

COMPLIANCE WITH AGREEMENT

1. PAL will provide all required documentation as outlined in this Agreement. Failure to provide information will result in a fine and/or considered cause for termination of agreement.

- **SPORTS PROGRAMS**
 - a. Prior to first practice:
 - i. List of names, addresses, contact numbers of program leadership (sports board)
 - ii. Documentation of proper insurance coverage
 - iii. Schedule created and/or approved by City of Plantation Athletic Supervisor (Prior to season)
 - **ADMINISTRATION**
 - a. Annually:
 - i. Documentation of training for board of directors (NYSCA)
 - ii. Audit Reports
 - iii. Any PAL Special Event later found not to comply with Article 13
 - b. Monthly
 - i. Documentation of financial reports: (i.e. registration, concession, sponsor revenue and all expenses)
 - c. Prior to first regular season game:
 - i. Documentation of volunteer background check screening
2. Fines: The standard penalty associated with the failure to provide information request by Administration will result in a monetary fine equal to the standard facility rental (all used facilities), which would have been charged had this Agreement not been in effect. The fine will be imposed each day until the requirements are satisfied.
 3. Fine collection will be withheld from the following PAL registration.
 4. The fact that the City may choose to impose a fine for a failure to provide information shall not operate as a waiver of the City's right to treat such failure as a default by PAL of this Agreement, or as an election of remedies.

ARTICLE 17

MISCELLANEOUS PROVISIONS

1. The parties acknowledge and agree that there is sufficient consideration to support each, and all of the terms and conditions of the Agreement, and that the terms and conditions shall be independent of each other and separately enforceable.
2. This Agreement may only be modified by a written instrument duly executed by each party.
3. This Agreement has been made in the State of Florida and shall be interpreted and construed in accordance with the laws of Florida.
4. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the party or parties causing this Agreement to be drafted.

The parties acknowledge that they have had a full and fair opportunity to consult with legal counsel prior to executing this Agreement.

5. This Agreement shall commence on the date it is last signed by the City or PAL and shall end September 30, 2012. This Agreement shall automatically renew for subsequent one (1) year terms unless one party has given ninety (90) days advanced written notice to the other party of such party's intent to terminate this Agreement.
6. Either party may terminate this Agreement upon breach by the other. Upon default, the defaulting party shall be given notice of the default and a thirty (30) day opportunity to cure. If the default is not cured in such thirty (30) day period, the Agreement shall be deemed breached and may be terminated by the non-breaching party, with such termination effective sixty (60) days after the date of a termination notice. Upon termination of this Agreement, all arrangements dependent thereon (i.e. a concession stand sublicense, issued Facility Use Permits, etc.) shall also be terminated without need of any further notice.)
7. This Agreement sets forth the entire understanding between the City and PAL with respect to the subject matter hereof and hereby supersedes all other prior and possible agreements or understandings among the parties concerning this subject matter.
8. Should any section, paragraph, sentence, clause, phrase or other part of this Agreement be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Agreement as a whole or any portion or part thereof, other than the part so declared to be invalid. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties' expectations or positions with respect to this Agreement, the parties will negotiate in good faith to modify the Agreement in some fashion so as to, as near as possible, place the parties in the same position they were in, viz-a-vie, their intent, performance expectations, and economic position. If, after such good faith negotiations, no modification is reached, then either party may terminate the Contract.

Notwithstanding the foregoing, should any section, paragraph, sentence, clause, phrase or other part of this Agreement be determined by the Internal Revenue Service or declared by a court of competent jurisdiction to affect in a negative manner the status of PAL as a qualified 501(c) entity under the provisions of the Federal Tax Code, such portion shall be deemed of no effect, and the parties agree to amend the contract so as to, as near as possible, place the parties in the same position they were in, viz-a-vie, their intent, performance expectations, and economic position, and in a manner appropriate so as to preserve PAL's status as a qualified 501(c)(3) entity, or to seek a judicial reformation of this Agreement if necessary to do so.

9. It is appropriate and essential to each party's performance of this Agreement that the parties to this Agreement agree to exercise good faith and fair dealing with respect to the performance, compliance, and enforcement of this Agreement.
10. When executing this Agreement, the City represents and warrants to PAL that such execution has complied with all procedural pre-requisites to the City's execution, that

such execution has been duly authorized by the City, and that, as executed, the Agreement is duly executed, valid, and binding on the City. By the same token, when executing this Agreement, PAL represents and warrants to the City that such execution has complied with all procedural pre-requisites to PAL's execution, that such execution has been duly authorized by PAL, and that, as executed, the Agreement is duly executed, valid, and binding on PAL.

11. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be referred to mediation or may be referred to arbitration, if both parties agree. If the parties agree to refer this matter to arbitration, the matter shall be decided by a panel of three (3) arbitrators and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures. Such arbitration shall be initiated at the written request of either the City or the PAL Sports Commission Members in accordance with the following procedures:

The three arbitrators shall be appointed through the list selection process of the AAA as described in Rule 19 of the Commercial Arbitration Rules and utilizing the National Panel of Arbitrators.

- a) Discovery among the parties shall be limited to written requests for information and documents ("Information Requests"). Any party may serve a written Information Request upon another party twenty (20) business days or more after service of the Statement of Claim or upon the filing of the Answer, whichever is earlier. Unless a greater time is allowed by the requesting party, Information Requests shall be satisfied or objected to within thirty (30) calendar days from the date of service. Any objection to an Information Request shall be served by the objecting party on all parties. Any response to objections to an Information Request shall be served on all parties within ten (10) calendar days of receipt of the objection. Any dispute regarding discovery shall be determined by the chair of the arbitration panel, which determination shall be conclusive.
- b) The arbitrators and any counsel of record to the proceedings shall have the power of the subpoena process as provided by Florida law.
- c) The majority decision of the arbitrators shall be final and binding upon all parties to the proceeding. Judgment may be entered upon the award of the panel in any court having jurisdiction thereof.
- d) The arbitration hearing shall take place in Broward County, Florida.
- e) Each party shall bear its own costs and expenses, including attorney fees, and an equal share of the arbitrators' fees and the arbitration administrative fees, including the case service fees, forum fees and deposits.
- f) Except to enforce the award, neither a party nor an arbitrator may disclose the

existence, content, or results of any arbitration hereunder to anyone without the prior written consent of both parties.

12. In accordance with the provisions of §166.241(3), Fla. Stat. (2003), the City, during any fiscal year, cannot expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. While the City shall endeavor to budget amounts sufficient to keep the Paragraph 14 allocation adequate and roughly the same, the City's performance of this Agreement is contingent upon budgetary appropriations for future City fiscal years.
13. This Agreement entirely amends and restates the existing Agreement between PAL and the City, which existing Agreement shall no longer be in effect.

IN WITNESS WHEREOF, the parties hereto have read and executed this Agreement and have set their hands and seal this _____ day of _____, 2009.

CITY OF PLANTATION

By: _____
Mayor Rae Carole Armstrong

(City corporate seal)

ATTEST:

CITY CLERK – Susan Slattery

APPROVED AS TO FORM:

Donald J. Lunny, Jr., City Attorney

Plantation Athletic League, Inc.

By: _____
PAL President, Kevin Sobolewski

(PAL Corporate Seal)