

RESOLUTION NO. 12301

A RESOLUTION OF THE CITY OF PLANTATION APPROVING THAT CERTAIN SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND THE PLANTATION ATHLETIC LEAGUE, INC.; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

BE IT RESOLVED BY THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1: That certain draft Second Amendment to Agreement between the City of Plantation and the Plantation Athletic League, Inc. substantially in draft form attached hereto as Exhibit "A" is approved. The Administration is authorized to finalize this approved draft and the Mayor or Chief Administrative Officer of the City is authorized to execute same, once finalized.

SECTION 2: Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 3: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this 24th day of June, 2016.

SIGNED by the Mayor this 30th day of June, 2016.


MAYOR

ATTEST:


CITY CLERK

APPROVED DATE
REQUESTED BY: _____

DEPT. OK: _____

ADMIN. OK: _____

ATTY. OK:  _____

AS TO FORM ONLY

46 c. PAL Recreational and Travel Programs shall be required to belong to a
47 recognized league affiliation (IE little league international), which is approved by
48 the Department. Programs that do not currently belong to a league affiliation are
49 encouraged to do so in a timely manner if/when an appropriate affiliation is
50 available. League affiliations set forth a standard blueprint for league
51 organization, rules, compliance, background checks, safety and overall quality.
52 The Department has approved the following affiliations which shall be maintained
53 by PAL, unless an exception is granted as described below:

- 54 i. Recreation & Travel Soccer: FYSA/FYSA
- 55 ii. Recreation & Travel Baseball: Little League /USSSA
- 56 iii. Recreation & Travel Basketball: NA / USSSA
- 57 iv. Recreation & Travel Softball: NA / USSSA & ASA
- 58 viii. Travel Tackle Football: AYFL
- 59 ix. Travel Cheerleading: AYFL
- 60 vi. Recreation Flag Football: (TBE when local affiliation is available)
- 61 x. Travel Lacrosse: SFYLL

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63 If at any time a PAL Program has a need for any reason to change the league
64 affiliation set forth herein then such PAL Program Commissioner with approval
65 of the PAL Sports Commission will meet with the Department to review and
66 decide whether to recommend to the City Administration a request for exception
67 to the Program league affiliation requirement. A written statement of justification
68 must accompany the request. If the City Administration grants a Program
69 exception pursuant to this Paragraph 2, then in that event, the affiliation
70 requirement set forth in Paragraph 2 shall be adjusted for all subsequent seasons.”
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72 **Section 2.** Article 3, Paragraph 7 is hereby amended to read as follows:
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74 **“7. The City has agreed to treat Travel Cheerleading, Travel Tackle Football,**
75 **and Travel Lacrosse in the same manner as a Recreational Sport Program, given**
76 **its their current usage of Facilities and current limited travel characteristics, but**
77 **only for the purpose of residency requirements and fees and charges. In all other**
78 **respects, Travel Cheerleading, Travel Tackle Football, and Travel Lacrosse shall**
79 **be treated as part of the Travel Program.”**
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82 **Section 3.** Article 6 of the Agreement is hereby amended to read as follows:
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84 “This Agreement defines a “Facility” as a public asset owned by the City or
85 leased by the City. The City will provide the City owned athletic facilities or
86 leased Broward School Board facilities stated below for PAL’s use, subject to the
87 issuance of Permits and the City’s continued ability to lease those facilities that
88 are leased upon terms and conditions that are satisfactory to the City. The City
89 may also lease other venues from other third parties from time to time. Except as
90 provided in the next sentence, City has no liability to PAL in the event that the

91 Broward County School Board, or a third party provider, determines to cancel or
92 amend any of the leases or other arrangements it has with the City for leased
93 facilities; however, in the event this occurs the Department will provide as much
94 notice to PAL as is possible under the circumstances. In the event the City
95 cannot make arrangements satisfactory to the City for the replacement of the use
96 of such leased facilities (including making City owned facilities available at
97 different times or dates), and this causes a PAL season cancellation and PAL
98 determines to make refunds to the participants of the teams affected, then upon
99 PAL's written request to the Department, the City shall refund to PAL the activity
100 fees, non-residential fees, and registration fees collected by the City for the
101 participants on the teams affected, and shall provide other documentation as the
102 City may have to assist PAL in making refunds to such participants (i.e. roster
103 information, and registration information concerning participant's names and
104 addresses).

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106 PAL may upon prior written notice to the Department request additional facilities
107 for individual PAL Programs. Significant Program Facility use is as follows as of
108 the date of this Second Amendment:
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| 110 | 1. | Softball | Pop Travers Park, Central Park |
| 111 | 2. | Baseball | Central Park, Sunset Park and Fig Tree |
| 112 | 3. | Basketball | Central Park, Plantation HS,
114 South Plantation HS,
115 Plantation Middle School,
116 Seminole Middle School |
| 117 | 4. | Tackle Football | PAL Park |
| 118 | 5. | Flag Football | Central Park |
| 119 | 6. | Cheerleading | PAL Park and PCP |
| 120 | 7. | Soccer | Pine Island and Central Park |
| 121 | 8. | Dynamites | Pine Island, Pop Travers Park, Jim Ward
123 Community Center meeting rooms and other
124 approved Facilities as needed. |
| 125 | 9. | Lacrosse | Pop Travers, PAL Park, Seminole Middle
127 School |

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129 The City is contemplating significant improvements to its Parks and Recreation facilities,
130 and has placed on the ballot for November of 2016 a referendum seeking voter approval
131 for the issuance of Ad Valorem Bonds to finance such improvements. If the referendum

132 passes. PAL Programs may be affected by the construction, reconstruction,
133 improvements and other upgrades to many of the facilities where PAL Programs and
134 activities take place. The City has no liability to PAL in the event that construction
135 schedules and activities cause certain seasons to be changed, shortened, or perhaps
136 cancelled, or for Programs being played at temporary alternative facilities. While the
137 City will take reasonable efforts to try and prevent material impacts to PAL activities,
138 both the City and PAL recognize it may not be practical to avoid such impacts. The
139 Director will keep the PAL President informed of impacts to seasons and Programs that
140 can be reasonably anticipated as circumstances will reasonably allow, and the
141 Department will provide as much notice to PAL as is possible under the circumstances,
142 In the event the City cannot make arrangements satisfactory to the City for the temporary
143 alternative facilities for facilities impacted by a construction schedule or activities, and
144 this causes material PAL season or Program impacts and PAL determines to make
145 refunds to the participants of the teams affected, then upon PAL's written request to the
146 Department, the City shall refund to PAL the activity fees, non-residential fees, and
147 registration fees collected by the City for the participants on the teams affected, and shall
148 provide other documentation as the City may have to assist PAL in making refunds to
149 such participants (i.e. roster information, and registration information concerning
150 participant's names and addresses).

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152 **Section 4. Article 17, Paragraph 8 is amended to read as follows:**

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154 "8. Should any section, paragraph, sentence, clause, phrase or other part of this Agreement
155 be declared by a court of competent jurisdiction to be invalid, such decision shall not
156 affect the validity of this Agreement as a whole or any portion or part thereof, other than
157 the part so declared to be invalid. If, however, the clause determined to be invalid
158 materially affects the performance of the parties, or materially impacts the parties'
159 expectations or positions with respect to this Agreement, the parties will negotiate in
160 good faith to modify the Agreement in some fashion so as to, as near as possible, place
161 the parties in the same position they were in, viz-a-vie, their intent, performance
162 expectations, and economic position. If, after such good faith negotiations, no
163 modification is reached, then either party may terminate the Contract.

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165 Notwithstanding the foregoing, should any section, paragraph, sentence, clause, phrase
166 or other part of this Agreement be determined by the Internal Revenue Service or
167 declared by a court of competent jurisdiction to affect in a negative manner the status of
168 PAL as a qualified 501(c) entity under the provisions of the Federal Tax Code, such
169 portion shall be deemed of no effect, and the parties agree to amend the contract so as to,
170 as near as possible, place the parties in the same position they were in, viz-a-vie, their
171 intent, performance expectations, and economic position, and in a manner appropriate so
172 as to preserve PAL's status as a qualified 501(c)(3) entity, or seek judicial reformation
173 of tis Agreement if necessary to do so. If, after efforts to amend this Agreement are
174 explored to implement the requirements of the preceding sentence either party remains
175 unsatisfied with the proposed amendments, then either party may terminate this
176 Agreement with no further liability to the other and with ninety (90) days advance
177 written notice to the other.

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Should any section, paragraph, sentence, clause, phrase or other part of this Agreement be determined by the Internal Revenue Service, Bond Counsel for the School Board of Broward County, or Bond Counsel for the City of Plantation, to affect in a negative manner, or preclude the use of, public tax exempt financing used to acquire or improve the public educational or recreational facilities used by PAL pursuant to this Agreement, the parties agree to amend the Agreement so as to comply with any necessary legal requirements of the Internal Revenue Code, applicable regulations and procedures promulgated pursuant thereto, other tax requirements, or public tax financing requirements, and after such compliance is achieved, to place the parties in the same position they were in, viz-a-viz, their intent, performance expectations, and economic position. In the event after efforts to amend this Agreement are explored to implement the requirements of the preceding sentence, either party remains unsatisfied with the proposed amendments, then either party may terminate this Agreement with no further liability to the other and with ninety (90) days advance written notice. "Public tax exempt financing" means the issuance or execution of bonds or promissory notes or Lease Financing or other debt where the interest payable or imputed on such debt is not generally subject to Federal Income Tax.

The provisions of this Paragraph 8 shall not be subject to the provisions of Paragraph 11 below."

Section 5. The parties agree that there is sufficient consideration to support each provision of this First Amendment to Agreement.

Section 6. In all other respects, the Agreement, as amended, is confirmed and ratified.

Note: This Second Amendment was authorized by City Council Resolution No. 12301 adopted June 29, 2016.

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216 IN WITNESS WHEREOF, the parties hereto have read and executed this Second Amendment to

217 Agreement and have set their hands and seal this 30th day of June, 2016.

218 ATTEST:

City of Plantation

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Susan K Slattery
City Clerk, Susan Slattery

By: Diane Veltri Bendevoic
Mayor Diane Veltri Bendevoic

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APPROVED AS TO CONTENT:

Ernest Burkeen
Ernest Burkeen
Director of Parks and Recreation

APPROVED AS TO FORM:

Donald J. Lunny, Jr.
Donald J. Lunny, Jr.
City Attorney

Plantation Athletic League, Inc.

By: Wayne Koppel
PAL President, Wayne Koppel

(PAL Corporate Seal)

[417]9008-92026

