

FIRST AMENDMENT TO AGREEMENT

BETWEEN

THE CITY OF PLANTATION

AND THE

PLANTATION ATHLETIC LEAGUE, INC.

WHEREAS, the City of Plantation (“City”) and the Plantation Athletic League, Inc. (“PAL”) executed an Agreement on February 10, 2010 (the “Agreement”); and

WHEREAS, the City and PAL have reviewed the Agreement and wish to make revisions and clarifications thereto;

NOW, THEREFORE, in consideration of the foregoing, and the provisions herein contained, the City and PAL agree as follows:

Section 1. Article 2, Paragraph 2 of the Agreement is hereby amended to read as follows:

“2. a. 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.

b. It is the intent of the parties in this First Amendment to establish a ceiling or maximum number of teams for travel programs, which can be changed from time to time. The agreed upon, allotted teams are as follows:

- i. Travel Soccer (boys & girls): 28 teams
- ii. Travel Baseball: 8 teams
- iii. Travel Basketball: 4 teams
- iv. Travel Softball: 8 teams

If at any time a PAL Travel Program has a need for any reason to exceed the maximum set forth above, then the PAL Travel Program Commissioner with the 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 maximum team 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 team requirement set forth in Paragraph 2 shall be adjusted for that season of play only.

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

- i. Recreation & Travel Soccer: FYSA/FYSA
- ii. Recreation & Travel Baseball: Little League /USSSA
- iii. Recreation & Travel Basketball: NA / USSSA
- iv. Recreation & Travel Softball: NA / USSSA & ASA
- v. Tackle Football & Cheerleading: AYFL/AYFL
- vi. Flag Football: (To be established)

If at any time a PAL Program has a need for any reason to change the league affiliation set forth herein then such PAL 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 Program league affiliation requirement. A written statement of justification must accompany the request. If the City Administration grants a Program exception pursuant to this Paragraph 2, then in that event, the affiliation requirement set forth in Paragraph 2 shall be adjusted for all subsequent seasons.”

Section 2. Article 2, Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. At the beginning of each season, PAL will compare names of proposed PAL Professionals, volunteer coaches specified below, 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). The Department may allow PAL to use background procedures conducted as part of a league affiliation, after the processes and procedures used by such league affiliation have been reasonably reviewed by the Department to make sure that the FDLE sexual predator database is used, provided however that at any time, the Department may require PAL to perform background checks as required herein, audit the league affiliate background check results by doing a sampling of them itself, or update such background checks as set forth herein itself. 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.”

Section 3. Article 3, Paragraph 1 of the Agreement is hereby amended to read as follows:

“1. Subject to the provisions of Article 6, tThe 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.”

Section 4. Article 3, Paragraph 6 of the Agreement is hereby amended to read as follows:

“6. The Athletic Supervisor shall submit a PAL status report of active sports to the Administration annually. For purposes of this Paragraph, the reports shall be due by the end of October (so as to coincide with the completion of the PAL Audit report [if applicable]). ~~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~~

The Athletic Supervisor’s Status report shall include, but not be limited to, the following:

- 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, or the need for resources of the City or of PAL, or the provision of City Facilities, and which are not viewed by the City Administration to be material. If material changes are desired, those must be reviewed and approved by the governing body of the City to be effective.”

Section 5. Article 5, Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. The Department shall conduct the registration for all PAL Recreation and Travel Sports Programs (~~i.e. Tier One and Tier Two~~the registration for Travel Sports Programs being the Travel Membership Fee) 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 at least monthly.” ~~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).~~

Section 6. Article 5, Paragraph 5 of the Agreement is hereby amended to read as follows:

“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). The amount of the Parks and Recreation Activity Fee is subject to change, whenever a change is approved by the City.”

Section 7. Article 5, Paragraph 7 of the Agreement is hereby amended to read as follows:

“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. Compliance with Travel Membership requirements is the primary responsibility of the PAL Travel Program. If Travel Membership requirements are not purchased, the City may refuse to issue Permits, may rescind Permits that have been issued, may prevent the PAL Travel Program from using the Facilities, or may determine that PAL is in default of the provisions of this Agreement.”

Section 8. Article 6 of the Agreement is hereby amended to read as follows:

“This Agreement defines a “Facility” as a public asset owned by the City or leased by the City. The City will provide the City owned athletic facilities or leased Broward School Board facilities stated below for PAL’s use, subject to the issuance of Permits and the City’s continued ability to lease those facilities that are leased upon terms and conditions that are satisfactory to the City. The City may also lease other venues from other third parties from time to time. Except as provided in the next sentence, City has no liability to PAL in the event that the Broward County School Board, or a third party provider, determines to cancel or amend any of the leases or other arrangements it has with the City for leased facilities; however, in the event this occurs the Department will provide as much notice to PAL as is possible under the circumstances. In the event the City cannot make arrangements satisfactory to the City for the replacement of the use of such leased facilities (including making City owned facilities available at different times or dates), and this causes a PAL season cancellation and PAL determines to make refunds to the participants of the teams affected, then upon PAL’s written request to the Department, the City shall refund to PAL the activity fees, non-residential fees, and registration fees collected by the City for the participants on the teams affected, and shall provide other documentation as the City may have to assist PAL in making refunds to such participants (i.e. roster information, and registration information concerning participant’s names and addresses).”

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 |
| 5. | Roller Hockey | Central Park |
| 7. | Soccer | Pine Island and Central Park |
| 8. | Dynamites | Pine Island, Pop Travers Park, Jim Ward
Community Center meeting rooms and other
approved Facilities as needed.” |

Section 9. Article 13, Paragraphs 1 and 2 of the Agreement, are hereby amended to read as follows:

“1. PAL Event: A PAL Event, including PAL Special Events, 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. Examples of these kind of PAL Events are:

~~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. Playoffs – Football

~~A.Y.F.L. Super Bowl—Football~~

~~A.Y.F.L. Cheerleading~~

Travel Soccer Regionals.

PAL Special Events: A PAL Special Event is a PAL Event that includes a tournament or other types of extended competition that attracts more than the usual amount of spectators, and which occurs on weekends, as follows:

- a. Thanksgiving Soccer Tournament (November)
- b. Winter Baseball Tournament (November/December)
- c. Spring Softball Tournament Series (5 smaller event weekends)
- d. Tackle Football Tournament (November/December)
- e. Fall Basketball Tournament (October/ November).

Future Events for Flag Football, Basketball, or Cheerleading may be added if approved by the PAL Board and the City.

The Department shall have the reasonable discretion to classify a PAL Event as a PAL Special Event. 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

Coaches Training and/or Certifications

A.A.U. Tournament

Presidents Cup

Governor's Cup

Regional and District Events – Soccer

Section 10: The parties agree that there is sufficient consideration to support each provision of this First Amendment to Agreement.

Section 11: In all other respects, the Agreement is confirmed and ratified.

Note: This First Amendment was authorized by City Council Resolution No. 12138, adopted August 26, 2015.

IN WITNESS WHEREOF, the parties hereto have read and executed this Agreement and have set their hands and seal this 19th day of January, 2016.

City of Plantation

By: Diane Velti Bendekovic
Mayor Diane Velti Bendekovic

(City Seal)

ATTEST:

Susan K Slattery
City Clerk, Susan Slattery

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jim Romano
Jim Romano, Director of Parks and Recreation

Plantation Athletic League, Inc.

By

Wayne Koppel
PAL President, Wayne Koppel

(PAL Corporate Seal)

