



**THIRD AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES GIRLS SOFTBALL, INC.**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____ **2019**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

PEMBROKE PINES GIRLS SOFTBALL, INC., a not for profit, corporation authorized to do business in the State of Florida, with a business address of **Fletcher Park, 7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 31, 2017**, the CITY and LICENSEE entered into a Facility use Agreement ("Original Agreement") for a **nine (9) month period**, which expired on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for additional one (1) year terms evidenced by a written amendment; and,

WHEREAS, on **October 19, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the Original Agreement for one (1) year expiring **September 30, 2018**; and,

WHEREAS, on **October 4, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to extend the term of the agreement for an **additional one (1) year term** expiring on **September 30, 2019** and to amended **Exhibit "A"** to allow for change of field usage dates at the Fletcher Park Fields 1 through 3; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend **Exhibit "A"** of the Original Agreement, as amended, to allow for change of the field usage dates; and,

WHEREAS, the Parties further desire to amend the Original Agreement, as amended, to update the Public Records Provision; and,



WHEREAS, the Parties further desire to execute the third **one (1) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. **Exhibit "A"** of the Original Agreement entitled **Use of Property** is hereby amended as follows:

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE

The CITY grants to the LICENSEE a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Softball
2. Recreational Softball

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

Fletcher Park Fields 1 - 3:

October 1, 2019- November 30, 2019; February 1, 2020- May 19, 2020; September 1, 2020- September 30, 2020.

SECTION 3. In order for the CITY to comply with Chapter 119 of the Florida Statutes, **Article 12** entitled "**Public Records**" is hereby repealed and replaced as follows:

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;

12.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, LICENSEE shall



destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the Agreement, LICENSEE shall transfer to the CITY, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 4. The Original Agreement, as amended, is hereby renewed for the **third one (1) year** renewal period commencing on **October 1, 2019** and terminating on **September 30, 2020**

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this Third Amendment, the Second Amendment, and the First Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

LICENSEE:

WITNESSES

PEMBROKE PINES GIRLS SOFTBALL, INC.

Dominique ROJAS
Print Name

BY: _____

Print Name: Pedro M. Herrera

Oniel Garcia
Print Name

Title: president

STATE OF Florida)

) ss:

COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Pedro Manuel Herrera as President of **PEMBROKE PINES GIRLS SOFTBALL, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PEMBROKE PINES GIRLS SOFTBALL, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28th day of August, 2019.



NOTARY PUBLIC
Oniel Garcia
(Name of Notary Typed, Printed or Stamped)



**CITY OF PEMBROKE PINES
LICENSEE
FACILITY USE AGREEMENT**

THIS IS AN AGREEMENT, dated the 31 day of January, 2017 by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

PEMBROKE PINES GIRLS SOFTBALL, INC., a not-for-profit corporation authorized to do business in the State of Florida, with a business address of **P.O. Box 849196, Pembroke Pines, FL 33084** hereinafter referred to as "LICENSEE".

WHEREAS, the CITY owns and/or operates and maintains certain athletic fields and buildings within the city intended for recreational purposes and,

WHEREAS, The CITY desires to enter into a written agreement with LICENSEE to use certain athletic fields and buildings for recreational purposes as set forth herein for the use and benefit of both residents and non-residents of the CITY, and,

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LICENSEE agree as follows:

**ARTICLE 1
PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference

**ARTICLE 2
TERM AND TERMINATION**

2.1 The term of this Agreement shall commence on 1/1/17 and terminate on September 30, 2017.

2.2 The Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.



2.3 *Termination for Convenience:* This Agreement may be terminated for convenience by the CITY with the approval of the City Commission. CITY shall give LICENSEE forty five (45) days advance notice of the City Commission meeting at which such request for termination shall be determined.

2.4 *Default by LICENSEE:* In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by LICENSEE of written notice of such neglect or failure.

ARTICLE 3

USE OF PROPERTY

3.1 The CITY agrees to allow the LICENSEE a non-exclusive license for the limited use of the "Property" as defined in Exhibit "A". Use of the Property for any other activity(ies) is subject to prior written approval of the City Manager or his or her designee. Approval shall be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days in advance of the date scheduled for the event.

3.2 The parties agree that special events sponsored by the CITY's Department of Recreation and Cultural Arts shall have first priority for use of Property. The Recreation and Cultural Arts Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events.

ARTICLE 4

OBLIGATIONS OF THE LICENSEE

4.1 The LICENSEE shall abide by the following participant ratios:

Recreation Leagues – All Players Collectively:	65% Residents
Travel/Competition Leagues – All Players Collectively:	65% Residents

4.2 LICENSEE shall limit registration to 150 participants per season between its Travel, Competitive, and Recreational leagues and LICENSEE will not be provided any additional facilities by the CITY except those identified in Exhibit "A". If at any time, and at the CITY's sole discretion, it becomes necessary for the City Manager to determine the scheduling of league games or practices in order to accommodate other City recreation programs, the LICENSEE agrees to accept the City Manager's decision and cooperate fully in making any necessary adjustments to its Program(s).

4.3 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.



4.4 The LICENSEE agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, including the cost associated therewith.

4.5 The City grants the LICENSEE permission to operate concessions to sell non-alcoholic beverages and food at the facilities at the discretion of the Director of Recreation and Cultural Arts and only during the sporting events referenced herein. The LICENSEE agrees to retain the services of a person(s) who will be responsible to operate the concession. The LICENSEE agrees to comply with all statutes, ordinances, rules, orders, regulation and requirements of the Federal, State, County and City governments, and any of their departments and bureaus applicable to the operation of the sale of non-alcoholic beverages and food. The City reserves the right to inspect and review the operations of any concession to determine if the LICENSEE has complied with the terms of this agreement

4.6 The LICENSEE agrees that it shall not discriminate against any person on the basis of race, color, religion, sexual orientation or gender in its use of the aforementioned facilities.

4.7 The LICENSEE agrees that it shall not make, or permit to be made any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements approved by the City shall remain as part of the facility and the property of the CITY at the end of the term of this agreement.

4.8 LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under this Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

4.9 LICENSEE must require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to wear an official City of Pembroke Pines Volunteer Identification Card while on the Property. Failure to wear the identification card while in direct contact with Program participants, guests or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. LICENSEE must provide all coaches, managers, or volunteers with the City of Pembroke Pines Volunteer Background



Checks and Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C".

4.10 The LICENSEE shall provide to the Director of Recreation and Cultural Arts for his/her approval a calendar of activities for each specific sports activity. Each calendar shall be due to the Director no later than thirty (30) day prior to opening registration date, and shall include: a) Beginning and ending registration dates. b) Beginning practice dates. c) Beginning game dates. d) Scheduled end of season. e) Requested tournament dates. f) Approximate number of teams in the appropriate divisions of each activity. The Director of Recreation and Cultural Arts shall provide comments and/or approval of the proposed calendar within ten (10) days of receipt. No unapproved or unscheduled event shall take place on the City property. The Director of Recreation and Cultural Arts, or his/her designee, may stop any games or events not previously approved.

4.10.1 The LICENSEE must submit to the Director of Recreation and Cultural Arts, in writing, at least seven (7) days prior to scheduled games, actual field dimensions and/or set up desired for play. Failure to submit the required information may result in the delay in holding the scheduled game(s).

4.10.2 LICENSEE shall provide revisions to the calendar to the Director of Recreation and Cultural Arts pursuant to Section 6.8

4.10.3 All games/events that need to be rescheduled shall require LICENSEE to provide the time, date, and location with a twenty-four (24) hour notice. If the request is made after 6:00PM Monday through Saturday or anytime on Sunday, the twenty-four (24) hour timeline will not take effect until 8:00AM the following day. "Rescheduled Events" shall mean all scheduled events, games, and tournaments that have been rescheduled as a result of field closures mandated by the City.

4.10.4 CITY will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B".

4.11 The CITY will require field shut down periods during the year for field restoration and renovation. The shut down periods are detailed in Exhibit A. The LICENSEE must coordinate the schedule for the season with the Recreation and Cultural Arts Department in order to accommodate this mandatory field shut down.

4.12 *City Fees:* The City requires the LICENSEE to collect the following fees from all participants for every season:

Registration Fees City Residents:	\$5.00 per participant
Registration Fees Non City Residents:	\$35.00 per participant



Participation Non-Resident Fee

\$65.00 per participant

All City fees shall be forwarded in one lump sum, to the Director of Recreation and Cultural Arts within twenty (20) days of commencement of that particular sports activity. The parties acknowledge that rosters may change and registration may continue for up to three (3) weeks after the commencement of a particular activity. In the event of such ongoing registration, the LICENSEE shall submit a supplemental payment to the City within ten (10) days of the close of the final registration period.

4.13 LICENSEE shall be required to establish and provide recreational teams for each sport and for each season. If LICENSEE does not have a recreational program, the LICENSEE shall not be permitted to utilize the fields for the season.

4.14 LICENSEE shall not allow coaches, managers, or volunteers to be compensated.

4.15 For each sports activity, the LICENSEE shall allow all CITY residents to register prior to non-residents. LICENSEE establish, following the end of the official registration period, two distinct sign up waiting lists. One list will be for residents, the second for non-residents. With each available opening in a program the resident's waiting list will be exhausted, prior to contacting any non-resident. Further, the resident list shall be exhausted in the following order:

4.15.1 First - prior participants in the program:

4.15.2 Second - persons who have not previously participated

4.16 For each sports activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts a complete list of names, addresses, emails and phone numbers of the participants, coaches and managers. The list of participants should be provided for each individual recreation and travel team. (i.e. one list for each team). The list shall be provided within twenty (20) days of commencement of the particular activity. LICENSEEs are required to verify residency (with utility bill or mortgage statement) before turning in the rosters.

4.17 At all times the LICENSEE will follow the City's Lightning Prediction System policy.

4.18 LICENSEEs shall not hang any banners on any park perimeter fencing without approval of the Director of Recreation and Cultural Arts. Banners and signs are to be placed on interior athletic field fencing. Signage larger than 4' X 6' must receive prior written approval from the Director of Recreation and Cultural Arts.



4.19 The LICENSEE shall notify the Recreation and Cultural Arts Department of any damage, vandalism, needed repairs or safety issues at their respective parks as soon as possible, not later than the next day.

4.20 In the event of any damage caused by the LICENSEE or any of its representatives, including but not limited to; employees, contractors, volunteers, program spectators, guests and participants, the LICENSEE shall be responsible for restoring the Property or any other damaged area to its pre-existing condition prior to the damage

4.21 The LICENSEE shall immediately notify the Recreation and Cultural Arts Department of any alcoholic beverages and/or illegal drugs known to be consumed on City property or in City facilities.

4.22 Licensee must develop a parking and transportation plan ("PT Plan") for all programs and activities and must submit the PT Plan to the Director of Recreation and Cultural Arts fifteen (15) days prior to the start of scheduled activities for approval.

4.22.1 Licensee will be responsible for communicating the PT Plan to parents, participants, coaches, volunteers, and spectators, and will be responsible for monitoring attendance, parking, and transportation during scheduled activities.

4.22.2 Parking and parking limits at the Property will be strictly enforced by the CITY; failure of the Licensee to adhere to its **PT** Plan and Property parking limits will result in the CITY utilizing police /staff assistance or enforcement, which may include the issuance of tickets and towing of improperly parked vehicles. Licensee agrees to pay all costs associated with the use of police/staff assistance to manage parking at the Property.

4.22.3 Licensee will make all necessary schedule adjustments and use all available resources to accommodate parking including, but not limited to, staggering weekly schedules, utilizing weekends for activities, acquiring offsite parking, and carpooling.

4.23 LICENSEE is required to pull a special event permit for all events (other than regular season games such as but not limited to opening/closing ceremonies) that require any additional equipment being brought in to the park (such as but not limited to bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval of the Director of Recreation and Cultural Arts and must be coordinated with the City's Public Services/Parks Department.



4.24 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

ARTICLE 5

OBLIGATIONS OF THE CITY

5.1 The City shall provide daily maintenance of the facilities and shall supply adequate utilities for the facilities throughout the regular season, practices, and games, subject to budgetary considerations.

5.2 The CITY will provide athletic field lighting for activities as described herein, accommodating scheduled games and practices previously approved by the Director of Recreation and Cultural Arts

5.3 The City may limit, if necessary, the use of the facilities to prevent overuse, misuse or abuse of facilities, subject to the City's sole discretion.

5.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time. The City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants

5.5 The City may, through the Director of Recreation and Cultural Arts, issue keys to a City recreation facility to an authorized representative of the LICENSEE. Duplication of keys by the authorized representative will result in revocation of all key privileges and changing of all affected locks at LICENSEEs expense.

ARTICLE 6

ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

6.1 LICENSEE must be maintained as a 501 (c) (3) not for profit organization and must comply with all regulations, as may be amended, required to maintain said status. LICENSEE must provide the CITY with documentation on an annual basis demonstrating that Licensee has maintained its status as a 501 (c) (3) not for profit organization

6.2 The LICENSEE shall have a Board that consists of 75% CITY residents. In addition seventy-five percent (75%) of all Board members are required to have a child actively participating in the sport activity(ies) that is overseen by the Board. If at the time this Agreement is executed the current makeup of the Board does not meet the 75% threshold requirement for residency or



child participation, the Board must only appoint Pines residents and/or parents with children actively participating in the sports activity(ies) until the thresholds are met; regardless of this statement, full compliance must be met within one (1) year of execution of this Agreement.

6.3 LICENSEE should conduct a minimum of two (2) public meetings per year to hold, at a minimum, an election of the Board of Directors and one general membership meeting for membership feedback. LICENSEE should notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at a minimum of fourteen (14) days prior to the scheduled meeting date. During one or both of the public meetings, the LICENSEE should elect and maintain a governing Board of Directors, allowing parents of registered participants, managers, and other league volunteers to offer nominations from the floor and vote on all league officers. Official minutes should be recorded at each meeting, and a copy of these minutes should be forwarded to the Director of Recreation and Cultural Arts not later than 14 days following each meeting. The LICENSEE should advise the Program Manager in writing of the names and contact information of the Board of Directors and the dates of all meetings.

6.4 Thirty (30) days after the end of the LICENSEE fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, Tax Returns and LICENSEE 's proposed next year operating budget. In addition, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs, i.e. recreational and travel/competitive separately. The CITY at its sole discretion, and at the LICENSEE's sole expense, may require a certified financial audit. The scope of such audit, if required, will be determined by the CITY. LICENSEE is also required to provide the numbers and demographics of children and adults served, number of volunteers, and financial conditions of the LICENSEE, including all revenues and expenditures, and (2) an electronic listing of all participants, identifying by name, address, phone numbers, zip code and emergency contact information. LICENSEE will be responsible for supplementing the list of participants upon any change to the registration lists.

6.5 Prior to the expiration date of the Agreement, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements which shall include individual financial statements for each of LICENSEE's programs, i.e. recreational and travel/competitive, liabilities, assets, revenue, activities, officers' names and addresses, rules and regulations, by-laws, and election date(s). Such Annual Report must also provide: a schedule of use; a current certificate of insurance, as required by Article 7 of the Agreement; a schedule of all fees charged, including concession and membership fees; a verification of corporate status; a verification of tax-exempt status; a list of members of the board of directors, including names, addresses, and telephone numbers; and, a report detailing the number and types of events and attendance figures for participants, volunteers, and spectators of the previous year.

6.6 The LICENSEE shall comply with all applicable and governing provisions of the Internal Revenue Code and shall provide the Director of Recreation and Cultural Arts with a copy of all annual IRS filings. All organizations shall submit a copy of their purchasing guidelines to the



Director of Recreation and Cultural Arts. It is strongly recommended that for all purchases exceeding \$1,000, a minimum of three bids are received.

6.7 The LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches and players. A copy of the code of conduct shall be provided to the Director of Recreation and Cultural Arts. The code of conduct shall include minimum guidelines to discipline any member for a violation of the Code of Conduct.

6.8 LICENSEE agrees to notify the Director of Recreation and Cultural Arts of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days **prior** to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Recreation and Cultural Arts regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Recreation and Cultural Arts.

6.9 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to LICENSEE's staff, instructors, volunteers, program participants, guests and invitees while at the Property and during any activities organized by the LICENSEE on the Property

6.10 LICENSEE agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other Park patrons.

6.11 LICENSEE shall not engage in any for-profit/fundraising activities that require the use of the Property, unless otherwise approved by the Director of Recreation and Cultural Arts.

6.12 LICENSEE does not have the authority to sublease a facility to any other group or organization to include but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. All activities programmed by the LICENSEE must be covered by the LICENSEE's insurance policy and list the CITY as an additional insured.

6.13 LICENSEE shall have a supervisor on site who thoroughly understands the activities and uses of the Property pursuant to this Agreement, who shall, as the LICENSEE's agent, supervise, direct, and otherwise conduct the activities and use of the property under this Agreement. LICENSEE's agents, representatives and employees shall serve the public in a courteous, helpful, and impartial manner.

6.14 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.

6.15 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what kind of personal data is collected from registrants and what is done with that data. The privacy policy agreement shall be included in any document or website registration application



that collects personal information. The sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant.

6.16 The LICENSEE is expressly prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

6.17 No board member, director or officer of LICENSEE (collectively, "member") shall, either directly or indirectly, purchase, rent, or lease any realty, goods or services for LICENSEE from any business entity of which the member or the member's immediate family is an officer, partner, director, or proprietor, or in which the member or the member's immediate family has a material interest. Immediate family is defined as someone's spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother in law, father in law, brother in law, sister in law, daughters in law, and sons in law. Adopted, half, and step members are also included in immediate family.

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 The LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. The LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 LICENSEE shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the LICENSEE shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

Policy shall not have an exclusion for athletic participant injury.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the LICENSEE engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the LICENSEE. Coverage for the LICENSEE and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory



- | | | |
|-------------------------|------------|-----------------------------------|
| 2. Employers Liability: | Coverage B | \$500,000 Each Accident |
| | | \$500,000 Disease – Policy Limit |
| | | \$500,000 Disease – Each Employee |

If LICENSEE claims to be exempt from this requirement, LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.6.6 Participants' Accidental Medical Insurance in an amount of no less than \$25,000.

7.6.7 When applicable, Hosted Tournament Coverage with limits of no less than \$1,000,000 per occurrence. Coverage must be included for both participants and spectators medical payments. The City of Pembroke Pines must be included as an Additional Insured as respects this coverage.

7.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 LICENSEES' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

7.8 LICENSEE shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.



7.9 Any insurance required of the LICENSEE pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 9

SIGNATORY AUTHORITY

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 10

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity herewith.

ARTICLE 11

BANKRUPTCY

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 12

PUBLIC RECORDS

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;



12.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the contract, LICENSEE shall transfer to the CITY, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Section 2.4.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 13
MISCELLANEOUS**

13.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

13.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly,



the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

13.3 **Records.** LICENSEE shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

13.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13.5 **No Contingent Fees.** LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager
	City of Pembroke Pines
	10100 Pines Boulevard
	Pembroke Pines, Florida 33025
	Telephone No. (954) 450-1040
	Facsimile No. (954) 517-8400



Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

LICENSEE Pedro Herrera
Pembroke Pines Girls Softball, Inc.
P.O. Box 849196
Pembroke Pines, FL 33084
Telephone No: _____
E-Mail: _____

13.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the LICENSEE's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

13.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



13.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

13.15 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

13.16 **Compliance with Statutes:** It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or LICENSEES with a Florida public school or district.

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HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

[Signature]
MARLENE D. GRAHAM,
CITY CLERK

11/31/17

BY:

[Signature]
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

Witnesses:

LICENSEE

PEMBROKE PINES GIRLS
SOFTBALL, INC.

BY:

Print Name:

Title:

[Signature]
Pedro Herrera
President

Print Name

Kelly Goldstein

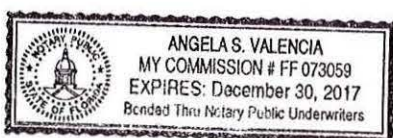
Print Name

STATE OF Florida

COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Pedro Herrera as President of PEMBROKE PINES GIRLS SOFTBALL, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of PEMBROKE PINES GIRLS SOFTBALL, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of December, 2016.



[Signature]
NOTARY PUBLIC

Angela S. Valencia
(Name of Notary Typed, Printed or Stamped)



Exhibit A Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE

The CITY grants to the LICENSEE a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Softball
2. Recreational Softball

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

Fletcher Park Fields 1 - 3:

February 1, 2017 – May 15, 2017; September 1, 2017 – November 30 2017.



Exhibit B
Rate Schedule for Rental of Fields for Tournaments

<u>Baseball/Softball Fields</u>	
\$15.00	Per game for games after 3:00PM on Saturday and all games on Sunday
\$13.00	Per bag of Quick Dry as needed

<u>Soccer Fields</u>	
\$20.00	Per Hour per Field
\$40.00	Per Hour per staff member on duty

Note: LICENSEE shall be limited to two tournaments per year



Exhibit C

City of Pembroke Pines Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures

Section 34.07 of the City of Pembroke Pines Code of Ordinances requires all volunteers, coaches, and others who have access to youth, seniors, and other vulnerable populations in all City-Operated or City-Supervised Programs to undergo a Level 2 background screening pursuant to Section 435.04 of the Florida Statutes and evaluation criteria set forth in the ordinance. The Background Check policy applies to all volunteers regardless of age.

The following steps must be taken to become a volunteer:

- 1.) Contact the Professional Standards Division of the Pembroke Pines Police Department at 954-431-2705 to schedule an appointment for the screening. The LICENSEE shall be provided the forms that must be completed and brought to the appointment. At the time of the screening the Police Department will take a photograph of each volunteer in order to produce an identification badge pending the results of the screening. The City's Recreation and Cultural Arts Department will schedule screening sessions on-site at the parks prior to the start of each season. It is the volunteer's responsibility to ensure they successfully complete a level 2 background screening.
- 2.) The Pembroke Pines Police Department will notify the Recreation and Cultural Arts Department when the results of each screening is complete. The notification will indicate whether a volunteer is "Eligible" or "Not Eligible" to volunteer. The Recreation and Cultural Arts Department will then issue volunteer identification badges to each Youth League Organization for distribution to all eligible volunteers.

Policies regarding Background Checks and Photo Identification Badges:

- 1) All qualified volunteers, coaches, managers, and board members are required to submit a background check on an annual basis and acquire a photo identification badge. Photo identification badges expire one year from date of issuance.
- 2) Photo identification badges are to be displayed at all times whenever the volunteer is serving as a volunteer and badges are not to be worn or used for any other purpose.
- 3) No pins, stickers, or markings are allowed to be displayed on the photo identification badge. The photo identification badge must be clearly visible to the public and should be worn between the shoulders and waist with the photo clearly visible.
- 4) If a photo identification badge is lost or stolen, it is the responsibility of the volunteer to notify the Youth Organization as soon as possible to obtain a replacement badge.



- 5) It is the duty of every qualified volunteer to report any volunteer failing to properly display their credential to their supervisor/league, president/organization, or City representative.
- 6) Lending a photo identification badge to someone is not permitted at any time.
- 7) Volunteers shall not have more than one photo identification badge in his or her possession at any one time.

City's Enforcement of Ordinance:

The City of Pembroke Pines Department of Recreation and Cultural Arts Staff in collaboration with program staff will monitor activity and randomly check all volunteers (i.e.: coaches, instructors, managers, board members, and other volunteers). All Youth Leagues are required to check all volunteers and coaches prior to the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers are required to show their photo ID badge if asked by a staff member or an official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

- If a volunteer does not have his/her photo ID badge visible and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the league they are associated with or to their supervisor, the volunteer will be provided a copy of the City's enforcement policy, and the volunteer will not be allowed to continue to participate in program activities until an ID badge is obtained.

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.

For more information, please contact the City of Pembroke Pines:
Tom Joyce, Youth League Supervisor
(954) 392-2130
tjoyce@ppines.com

**FIRST AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND PEMBROKE PINES GIRLS SOFTBALL,
INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is made and entered into this 19th day of October, 2017, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY";

and

PEMBROKE PINES GIRLS SOFTBALL, INC., ("LICENSEE"), a not-for-profit corporation authorized to do business in the State of Florida. CITY and PEMBROKE PINES GIRLS SOFTBALL, INC. hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on October 1st, 2016 the Parties entered into a one-year Facility Use Agreement ("Original Agreement") whereby the CITY granted LICENSEE a non-exclusive license for the use of CITY Property for recreational purposes; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year up to and including September 30th, 2018 (the "First Amendment").

WHEREAS, the CITY requires that LICENSEE comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under the First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CITY and LICENSEE hereby agree the Original Agreement, shall be renewed for an additional one (1) year, up to and including September 30th, 2018.

SECTION 3. LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under this Amendment. LICENSEE is required to comply with the background requirements

and adhere to another background check under First Amendment even if it complied under the term of the Original Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

SECTION 4. Exhibit "A" of the Original Agreement entitled **Use of Property** is hereby amended as follows:

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE

The CITY grants to the LICENSEE a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Softball
2. Recreational Softball

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

FLETCHER PARK - FIELDS 1 THROUGH 3

October 1, 2017- November 30, 2017; February 1, 2018- May 15, 2018; September 1, 2018 through September 30, 2018.

The Travel and recreation softball programs will be allowed to use the Fletcher Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

Marlene Graham
MARLENE GRAHAM, CITY CLERK

10/19/17

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

LICENSEE:

PEMBROKE PINES GIRLS SOFTBALL, INC.

BY: Pedro Herrera
PRINT NAME: Pedro Herrera
TITLE: President

BY: _____
PRINT NAME: _____
TITLE: _____

WITNESSES:

Theresa P. Joyce
Print Name

Kelly Goldstein

Kelly Goldstein

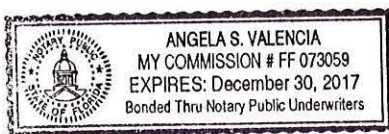
Print Name

STATE OF FLORIDA

COUNTY OF BROWARD

ON THIS 10th day of October, 2017, before me, the undersigned notary public, personally appeared Pedro Herrera, as President of PEMBROKE PINES GIRLS SOFTBALL, INC. personally known to me or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said corporation and that (s)he was duly authorized to do so.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of October, 2017.



Angela S. Valencia
NOTARY PUBLIC

Print or Type Name

My Commission Expires: 12/30/17



**SECOND AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES GIRLS SOFTBALL, INC.**

THIS AGREEMENT, dated this 4th day of October 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

PEMBROKE PINES GIRLS SOFTBALL, INC., a not for profit Corporation authorized to do business in the State of Florida, with a business address of **7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **January 31, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for a **Facility Use Agreement** for a **nine (9) month period**, which expired on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional **one (1) year** terms upon mutual consent, evidenced by a written Amendment; and,

WHEREAS, on **October 19, 2017**, the Parties executed the First Amendment to the Original Agreement which amended **Exhibit A** to change the field usage dates at Fletcher Park; and,

WHEREAS, the First Amendment also renewed the Agreement for an additional **one (1) year** term, ending on **September 30, 2018**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to Amend "**Exhibit A**" entitled **Use of Property**, which would allow for change of field usage dates at Fletcher Parks Fields 1 through 3; and,

WHEREAS, the Parties also specifically seek to execute the **second one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto



agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for the **second one (1) year renewal** period commencing on **October 1, 2018** and terminating on **September 30, 2019**.

SECTION 3. Exhibit "A" of the Original Agreement entitled **Use of Property** is hereby amended as follows:

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE

The CITY grants to the LICENSEE a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Softball
2. Recreational Softball

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

FLETCHER PARK - FIELDS 1 THROUGH 3

October 1, 2018- November 30, 2018; February 1, 2019- May 19, 2019; September 1, 2019 through September 30, 2019.

The Travel and recreation softball programs will be allowed to use the Fletcher Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.



**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

PEMBROKE PINES GIRLS SOFTBALL, INC.

BY:

Print Name: Pedro Herrera

Title: President

WITNESSES

Print Name

Print Name

STATE OF Florida)

COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Pedro Herrera as President of **PEMBROKE PINES GIRLS SOFTBALL, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PEMBROKE PINES GIRLS SOFTBALL, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12th day of September, 2018.

NOTARY PUBLIC

Susan Kelly Goldstein
(Name of Notary Typed, Printed or Stamped)

