


PARKS AND RECREATION DEPARTMENT
MEMORANDUM 11-A072

DATE: April 21, 2011

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator 

SUBJECT: Agenda Item – Independent Sports Group Agreement with
Pompano Baseball, Inc.

Please place the attached resolution on the May 10, City Commission Agenda. The agreement is an Independent Sports Group Agreement with Pompano Baseball, Inc. to use various city owned facilities for their organized baseball programs. The agreement is for a term of one year commencing May 1, 2011 – April 30, 2012. Pompano Baseball, Inc. operates an independent baseball program for children.

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

Attachments

cc: Carol Foland, Recreation Manager




City Attorney's Communication #2011-965

April 15, 2011

TO: Carol Foland, Recreation Manager

FROM: Jill R. Mesojedec, FRP, Paralegal

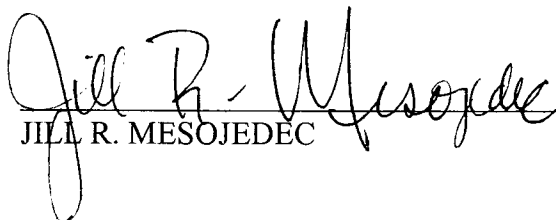
VIA: Gordon B. Linn, City Attorney 

RE: Resolution – Independent Sports Group Agreement

As requested in your memorandum of April 11, 2011, Parks and Recreation Memorandum 11-A060, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INDEPENDENT SPORTS GROUP AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC., TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



JILL R. MESOJEDEC

l:cor/recr/2011-965
Attachment

RESOLUTION NO. 2011-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INDEPENDENT SPORTS GROUP AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC., TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Pompano Baseball, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Pompano Baseball, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
4/15/811
l:reso/2011-260

**CITY OF POMPANO BEACH
INDEPENDENT SPORTS GROUP
AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City", 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 and **Pompano Baseball Inc.**, hereinafter referred to as "Independent Group", 2118 East Atlantic Blvd., Pompano Beach, FL 33062.
(address)

WITNESSETH:

WHEREAS, the Independent Group is an organized recreation group or program approved by the Recreation Programs Administrator, which provides its own volunteer leadership and administration; and

WHEREAS, the City recognizes the Independent Group as providing a valuable service to the community, through their extensive use of volunteers and volunteer resources; and

WHEREAS, the Independent Group meets all of the criteria included in this agreement, and

WHEREAS, the Independent Group desires to use various City-owned facilities for organized sports programs and or various other recreational-related activities for the citizens of Pompano Beach; and

WHEREAS, the City owns certain public properties and facilities that are available to be utilized by the Independent Group for their programs; and

WHEREAS, the Independent Group may use of certain physical facilities owned and maintained by the City subject to the terms of this Agreement

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the City agrees to allow the Independent Group to utilize City facilities as described in Exhibit "A" attached hereto as amended annually, and made part of this agreement, under the following terms and conditions:

1. The term of the Agreement will be for a period of one (1) year commencing May 2011 and ending April 2012.
2. Exhibit "A" will be updated by both parties prior to May and subsequently every year thereafter for the duration of this Agreement.

3. This Agreement will remain in effect unless terminated by either party as follows:
 - a. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach with five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice.
 - b. Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate 30 days from the receipt of said notice by the other party.
4. The City gives a license to the Independent Group to use certain facilities for their approved program and activity. Further, the City may actively promote the Independent Group programs and activities utilizing City resources.
5. The Independent Group agrees to provide recreational programs and activities to primarily benefit the residents of Pompano Beach.
6. The Independent Group agrees to provide competent leadership for the program, and the Board of Directors as established by the organization's By-laws will have City of Pompano Beach resident representation. The Board of Directors will conduct the program in the best interests of the City of Pompano Beach.
7. The Independent Group agrees to promote their program to the citizens of Pompano Beach and that a minimum of 51% of their participants will be residents of the City of Pompano Beach.
8. The Independent Group agrees to submit the following as specified:

On or Prior to May 1, 2012

 - (a) Current roster or membership role.
 - (b) An accurate facility and/or field schedule, depicting actual use i.e. practices, games, meets, tournaments, public events.
 - (c) A complete list of the Board of Directors.
 - (d) A list of all coaches.
 - (e) A copy of the By-laws and Articles of Incorporation.
 - (f) A copy of the Insurance Certificate naming the City of Pompano Beach as an Additional Insured
 - (g) A Letter of Verification confirming background checks will be conducted on all Board of Directors, coaches and volunteers at Independent Group's own expense.
 - (h) Verification of Non-profit status.
 - (i) A list of any special services requested from the City

9. The Independent Group agrees to submit a financial statement or annual audit.
10. The Independent Group will maintain a positive relationship with the City and Parks and Recreation Department by:
 - (a) Obtaining prior approval for any activities that are not on the regular game/practice or use schedule.
 - (b) Obtaining prior approval for any field or facility improvements.
 - (c) Providing all requested information on time.
 - (d) Informing Parks and Recreation staff of field problems or schedule changes.
 - (e) Enforcing and abiding by all City laws, rules, policies and procedures specifically but not limited to City Ordinance 98.10
 - (f) Providing Parks and Recreation staff with current registration and promotional materials.
11. The Independent Group will act as a good caretaker and custodian of all City of Pompano Beach property by avoiding any activity that may damage the facilities and by cleaning up trash after each use.
12. The Independent Group will validate the quality of adult leadership by requiring annual background checks of all coaches and volunteers that will have unsupervised contact with youth participants. The group will also offer City-sponsored or City approved classes and/or clinics (such as those endorsed by the National Alliance for Youth Sports) to coaches and parents on athletic fundamentals, sportsmanship, coaching techniques, and other relevant topics. The Independent Group shall keep updated records on all background checks and training opportunities.
13. The Independent Group must receive prior written approval from Parks and Recreation to make any alterations, changes or additions to the existing facilities.
14. Schedules submitted by the Independent Group must accurately depict field/facility use and any changes must be approved before they are implemented. The City reserves the right to revise or revoke schedules of facilities based on inappropriate use or non-use by the Independent Group. The City also has the right to assign fields or facilities to others if use by the Independent Group is not substantiated.
15. Any revenue collected by the Independent Group on City property must be used to promote and support the Independent Group activities on City property

16. The Independent Group agrees that all staff, coaches, volunteers and agents of the group shall conduct themselves as good role models exemplifying good sportsmanship, cooperation and appropriate behavior.
17. If either part terminates the Agreement, any improvements made to the property by the Independent Group will remain the property of the City. However no improvements may be made without the consent of the City.
18. The Independent Group agrees that it will indemnify and save the City harmless on account of the negligent acts of the Independent Group staff, volunteers or agents or on account of any unsafe condition that may exist as a result of the negligent operation by Independent Group staff, volunteers or agents of the facilities. The Independent Group further agrees to carry liability insurance where appropriate and as requested by the City and add the City of Pompano Beach to its insurance policy as an additional insured.
19. The Independent Group may not assign this Agreement or any of its rights hereunder, nor permit others to use the facilities or any part thereof without the written consent of the City.
20. In the event of questions arising out of the use of the facilities or otherwise arising under this Agreement, the questions will be settled in writing between the Recreation Programs Administrator for the City and President or presiding highest officer of the Independent Group or the specific designee of either for resolution of such questions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

"POMPANO BASEBALL, INC.":

Witnesses:

Elizabeth Taborda
Elizabeth Taborda

Melanie Torillo
Melanie Torillo

POMPANO BASEBALL, INC.

By: [Signature]

Ken Arnold
Typed or Printed Name

Title: Director

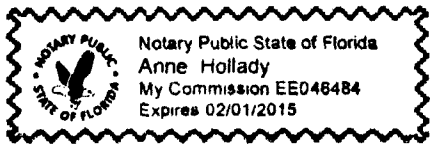
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of April, 2011 by Ken Arnold as Director of POMPANO BASEBALL, INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)
EE046484
Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**EXHIBIT A
CITY OF POMPANO BEACH
INDEPENDENT GROUP USE REQUEST**

Independent Group Name:
Pompano Baseball Inc.

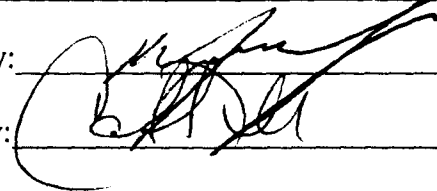
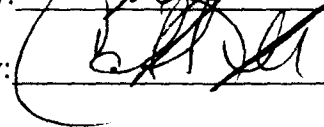
Brief Description of Program:
Pompano Baseball help the city to have a baseball program for children - from 6-18 years of age

Specific Dates of Program: Year round program - with major part being July - Aug -
Field users must attach an approved weekly schedule.

Requested Facility/Fields Keeter Park, North Broward, Four Field, Bunting cages, and Mitchell Moore Park, A+B Field

Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) May require Public Event Permit
Pompano Community Park May 14,
Hit, Pitch, Run contest TBA in March or April
Pony Tour. Possible in June TBA

Scheduling Contact Person: Ken Arnold
Phone #: 954 609 5972
Email Address: KARNOLD@yahoo.com

Submitted By: 
Approved By: 

Date: 3/11/2011
Date: 4.4.11

**Pompano Baseball, Inc. Insurance
Exhibit B**

DATE (MM/DD/YY)
10/7/2010

PRODUCER

FOR SERVICE CALL:

FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 748-2408
www.fdean.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A STARR INDEMNITY & LIABILITY COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

SPORTS AND RECREATION PROVIDERS ASSOCIATION
(PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Pompano Baseball, Inc.
1851 Northeast 28th Terrace
Pompano Beach, FL 33062
106773-02

CERT. #P1GL-

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	P1GL-100000-02	11/1/2010	11/1/2011	GENERAL AGGREGATE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				PRODUCTS-COMP/OP AGG \$ 1,000,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 EACH OCCURRENCE \$ 1,000,000.00 PIPE DAMAGE (Any one fire) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00
A	AUTOMOBILE LIABILITY	P1GL-100000-02	11/1/2010	11/1/2011	COMBINED SINGLE LIMIT \$ 1,000,000.00
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ MODILY INJURY (Per resident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY				UMBRELLA FORM OTHER THAN UMBRELLA FORM
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				NO STATE TOBY LIMIT <input type="checkbox"/> 01+ IS <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				
	Total Certificate Premium:				\$1,860.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Baseball Activities

CLAIM/HEALTH HOLDER

Pompano Baseball, Inc.
1851 Northeast 28th Terrace
Pompano Beach, FL 33062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

Pompano Baseball, Inc. Insurance Exhibit B

ADDITIONAL INSURED

Date (MM/DD/YY)
10/7/2010

AGENCY	PHONE (AG, Ins, Exp) 800-745-2408 FAX (AG, Ins, Exp) 630-666-7294	APPLICANT (First Named Insured)	<small>Phone (AG, Ins, Exp)</small>
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. 8 P.O. BOX 4200 WHEATON, IL 60187		Pompano Baseball, Inc. 1851 Northeast 28th Terrace Pompano Beach, FL 33062	
CODE:	SUBCODE:	EFFECTIVE DATE 11/1/2010	EXPIRATION DATE 11/1/2011
AGENCY CUSTOMER ID		COPLAN	
		POLICY NUMBER: P19L-100000-02	
		ACCOUNT NUMBER:	

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER								
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	The City of Pompano Beach <div style="text-align: center;"> APPROVED RISK MANAGEMENT ON: <i>[Signature]</i> BY: <i>[Signature]</i> </div>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>LOCATION:</td><td>BUILDING:</td></tr> <tr><td>VEHICLE:</td><td>BOAT:</td></tr> <tr><td>SCHEDULED ITEM NUMBER:</td><td></td></tr> <tr><td>OTHER</td><td></td></tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
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ITEM DESCRIPTION:													

Toll free: 1-888-800-9573 | Fax: 1-800-824-4954

Florida Incorporator™
The American Way to the American Dream.™



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Business Filings

- > [Florida Fictitious Name \(DBA \)](#)
- > [Florida Corporation](#)
- > [Florida S Corporation](#)
- > [Florida Non Profit Corporation](#)
- > [Florida Limited Liability Co. \(LLC\)](#)

Corporate Records

Florida Non Profit Corporation

Business Name	State
POMPANO BASEBALL, INC.	FL

Certificate of Status (Good Standing)

Business Certification

- > [Certified Copy](#)
- > [Certificate of Good Standing](#)

Business Address	Mailing Address
2118 EAST ATLANTIC BLVD POMPANO BEACH FL 33062	2118 EAST ATLANTIC BLVD POMPANO BEACH FL 33062

Out of State Corporation / LLC

- > [Out of State Corporation](#)
- > [Out of State Non Profit](#)
- > [Out of State LLC](#)

[Change Business Address](#) [Change Mailing Address](#)

Business Renewals

- > [Fictitious Name \(DBA \) Renewal](#)
- > [Corporation Annual Report](#)
- > [Non Profit Annual Report](#)
- > [Limited Liability Co. Annual Report](#)

Registered Agent

KENNETH ARNOLD DC
1849 E ATLANTIC BLVD
POMPANO BCH FL 33060

Document Number	N08000009944
Date Filed	10/27/2008
Federal Tax ID	263526085
Status	ACTIVE

Business Reinstatement

- > [Corporation Reinstatement](#)
- > [Non Profit Reinstatement](#)
- > [LLC Reinstatement](#)

Directors(s)/Officers(s)

D
KENNETH ARNOLD
1849 E ATLANTIC BLVD
POMPANO BCH FL 33060

Annual Report - UBR

2009 - 03/11/2009
2010 - 03/02/2011
2011 - 03/02/2011

Business Changes

- > [Change of Business Name](#)
- > [Change of Business Address](#)
- > [Change of Directors / Officers](#)
- > [Resignation of Officers](#)
- > [Dissolution and Withdrawal](#)
- > [Articles of Amendment](#)

D

GARY GROBAN
861 NE 9TH AVE
POMPANO BCH FL 33060

D

ADREANE MCGRATH
731 SE 5TH TERR
POMPANO BCH FL 33060

Annual Report Service

Document Images

03/02/2011 -- REINSTATEMENT
03/11/2009 -- ANNUAL REPORT
10/27/2008 -- Domestic Non-Profit

Registered Agent Services

- > [Florida Registered Agent](#)
- > [Change of Registered Agent](#)
- > [Resignation of Registered Agent](#)

Photocopy Report Service

Federal Filings

- > [Federal Tax ID \(EIN / TIN / FEI \)](#)
- > [Small Corporation Status Election](#)

Business Products

- > [Blank Stock Certificates](#)
- > [Custom Corporate Kits](#)
- > [Corporate Bylaws](#)
- > [Corporate Resolutions](#)

Other Services

- > [Mail Forwarding](#)
- > [Domain Name Registration](#)
- > [Web Hosting / Design](#)
- > [Toll Free Services](#)
- > [Call Back Services](#)
- > [Dial Around Services](#)
- > [Calling Cards](#)

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