

**REINSTATEMENT AND  
SECOND AMENDMENT**

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**THIS AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,

by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY,"

and

**POMPANO BASEBALL, INC.**, a Florida Not for Profit corporation, with offices located at 2118 East Atlantic Blvd., Pompano Beach, Florida 33062, hereinafter referred to as "LICENSEE."

**WHEREAS**, LICENSEE entered into a License Agreement with CITY to provide volunteer leadership, administration and coaching services to competitive and travel youth baseball leagues on November 15, 2012 ("Original Agreement"), which was approved by Resolution No. 2013-46; and

**WHEREAS**, the parties entered into a First Extension and Amendment to the Original Agreement on November 2, 2015, approved by City Resolution No. 2016-32; and

**WHEREAS**, the Original Agreement provided for a three-year term with a provision for two (2) one-year renewals upon the parties' mutual agreement; and

**WHEREAS**, a period of time greater than one year has lapsed without a second renewal of the Original Agreement; and

WHEREAS, the parties desire to reinstate and to extend the term of the Original Agreement for an additional year and to amend the Original Agreement and Exhibit 1 to include a softball program, as set forth below.

**WITNESSETH:**

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective November 15, 2012, and subsequently amended on November 2, 2015, copies of which are attached hereto and made a part hereof as Composite Exhibit "A" shall be extended for an additional one (1) year term ending November 14, 2017.

3. Article 24, "Miscellaneous Terms and Conditions" of the Original Agreement is amended as follows:

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

...

G. During LICENSEE's scheduled use of the CITY Properties as authorized hereunder, CITY agrees no other baseball or softball team, coach or instructor who is in direct competition with LICENSEE shall be allowed to play, practice or utilize the CITY Properties. For purposes of this Agreement, the term "in direct competition" shall mean any person or entity that is engaged in providing the same or similar type of service or products as LICENSEE.

...

4. Exhibit 1, Scope of Services, Pompano Baseball, Inc., of the Original Agreement is amended as follows:

...

Pompano Baseball, Inc. shall promptly respond to complaints from the City of Pompano beach and patrons of the City of Pompano Beach Properties regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

Pompano Baseball, Inc. shall develop a comprehensive competitive and travel youth baseball and softball program for youth of both sexes ages 5-21, which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the City of Pompano Beach Properties, Pompano Baseball, Inc. is responsible to promptly notify the City of Pompano Beach's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

...

5. With the exception of the provision for the extension, all terms, covenants and conditions contained in the Original Agreement shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained herein.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_  
By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND, 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

**"LICENSEE":**

**Witnesses:**

**POMPANO BASEBALL, INC., a Florida Not for Profit corporation**

SM  
Scott Moore  
Print Name

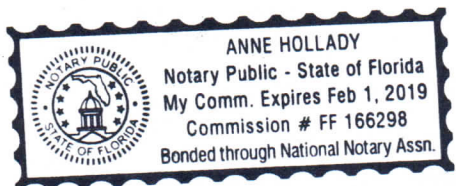
By: [Signature]  
KENNETH ARNOLD, DIRECTOR

[Signature]  
Jonathan Nasser  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by Kenneth Arnold, Director of Pompano Baseball, Inc., a Florida Not for Profit Corporation who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
FF 166298  
Commission Number

**Witnesses:**

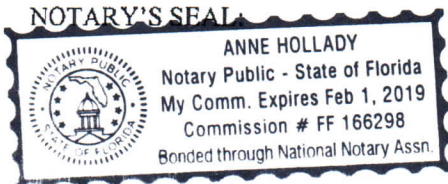
SM  
Scott Moore  
Print Name

By: [Signature]  
KIMBERLY ROBINSON, DIRECTOR

[Signature]  
Jonathan Nasser  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by Kimberly Robinson, Director of Pompano Baseball, Inc., Florida Not For Profit Corporation who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
FF 166298  
Commission Number

Witnesses:

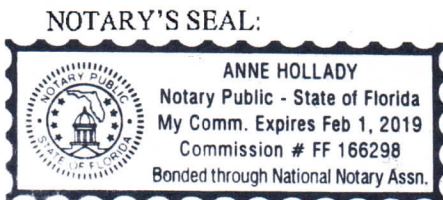
Scott Moore  
Print Name

Jonathan Nasser  
Print Name

By: [Signature]  
PAUL MARTIN, DIRECTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by Paul Martin, Director of Pompano Baseball, Inc., Florida Not For Profit Corporation who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.



MEB/jrm  
11/7/16  
L:agr/recr/2017-33

Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
FF 166298  
Commission Number