

Meeting Date: February 24, 2015

Agenda Item

17

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A resolution of the City of Pompano Beach approving and authorizing the proper city officials to execute a first amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc. to use various city owned facilities for recreational activities.

Summary of Purpose and Why:

The agreement between the city and PBFC PAL Hammerheads, Inc. allows the use of various city owned facilities for organized sports programs and other recreational activities. The licensee will provide leadership, administrative and coaching services to the local competitive youth soccer program for the one year period of March 1, 2015 – February 28, 2016.



Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: February 28, 2016
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks &amp; Recreation</u>	<u>2-12-15</u>	<u>Approve</u>	<u>Mark A. Beaudreau</u>
<u>City Attorney</u>	<u>2-13-15</u>	<u>approved</u>	<u>[Signature]</u>
<u>Risk Management</u>	<u>2-18-15</u>		<u>[Signature]</u>

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:
2 <sup>nd</sup> Reading		Results:

# MEMORANDUM

Parks, Recreation & Cultural Arts

## Memorandum 15-A046

DATE: February 10, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item – Resolution & First Amendment  
PBFC PAL Hammerheads, Inc.

Please place the attached resolution on the February 24, City Commission Agenda. The resolution is to execute the first amendment to the license agreement with PBFC PAL Hammerheads, Inc. to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the city. The agreement allows the PBFC PAL Hammerheads to use various city owned facilities for their organized youth soccer programs. The amendment extends the original agreement for an additional one-year period, ending February 28, 2016.

The license agreement comes under the Strategic Plan – Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

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

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager



**City Attorney's Communication #2015-554**

February 9, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution and First Amendment – PBFC PAL Hammerheads, Inc.

As requested in your email of February 6, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, 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.

---

GORDON B. LINN

/jrm  
l:cor/recr/2015-554

Attachment



February 4<sup>th</sup>, 2015

City of Pompano Beach  
Pompano Beach, FL 33060

To Whom it May Concern:

This is to advise you that the License Agreement that the city of Pompano Beach and PBFC have been engaged in expires February 28, 2015. PBFC has no objection if the City is changing all License Agreement back to one year intervals.

Respectfully,

A handwritten signature in black ink, appearing to read 'James Elder', written in a cursive style.

James Elder  
President

RESOLUTION NO. 2015-\_\_\_\_\_

**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 A FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, 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 a First Amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc., to use various city owned facilities for organized sports programs and other recreational activities, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

**FIRST EXTENSION AND  
AMENDMENT TO AGREEMENT**

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**THIS AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
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

**PBFC PAL HAMMERHEADS, INC.**, a Florida nonprofit corporation, with offices located at 524 NE 6<sup>th</sup> Street, Pompano Beach, Florida 33060, hereinafter referred to as "LICENSEE."

**WHEREAS**, LICENSEE entered into a License Agreement with CITY to use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park to provide leadership, administrative and coaching services to the local competitive youth soccer program on March 1, 2012, ("Original Agreement"), and approved by Resolution No. 2012-151; and

**WHEREAS**, the LICENSEE has requested and CITY has agreed to extend the Original Agreement for an additional one-year period and amend the agreement.

**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 March 1, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term, ending February 28, 2016.

3. The Agreement between the parties is hereby amended by amending Article 4, "Responsibilities of Licensee," Paragraph 8, as follows:

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (18) 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 two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator or his or her designee who has sole and absolute discretion whether to provide additional fields or facilities.

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

5. 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 POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

(SEAL)

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

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 \_\_\_\_\_, 2015, 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

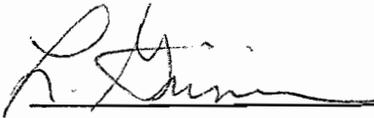
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

**PBFC PAL HAMMERHEADS, INC.**, a Florida non-profit corporation

  
\_\_\_\_\_

By:   
\_\_\_\_\_ JAMES R. ELDER, President

L. GRINION  
\_\_\_\_\_  
Print or Type Name

  
\_\_\_\_\_ ALBERT SYPIO  
\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2015, by James R. Elder as President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

*Victoria M. Thompson*  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION # FF 087334  
EXPIRES: March 2, 2018  
Bonded Thru Notary Public Underwriters  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm  
2/12/15  
L:agr/recr/2015-551

**Exhibit A**

**RESOLUTION NO. 2012-151**

**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 A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH SOCCER LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a License Agreement between the City of Pompano Beach and PBFC PAL Hammerheads, Inc., to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the City, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

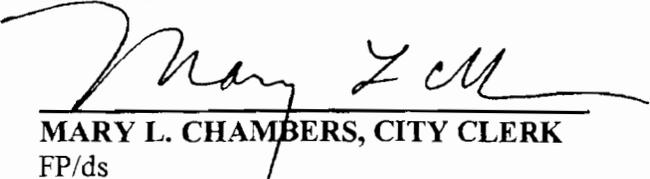
**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and PBFC PAL Hammerheads, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 28th day of February, 2012.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

FP/ds

2/3/12

l:reso/2012-161f

# **City of Pompano Beach**

## **LICENSE AGREEMENT**

**with**

**PBFC PAL Hammerheads, Inc.**

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 1st day of March, 2012, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

**PBFC PAL HAMMERHEADS, INC.**, a Florida non-profit corporation (hereinafter "LICENSEE").

**WHEREAS**, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive youth soccer leagues in the community; and

**WHEREAS**, the CITY recognizes LICENSEE as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

**WHEREAS**, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 2 attached hereto and made a part hereof; and

**WHEREAS**, subject to the terms of this Agreement, LICENSEE may use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park owned and maintained by the CITY (hereinafter collectively the "CITY PROPERTIES") to provide the leadership, administrative and coaching services to the local competitive youth soccer program (the "Program" as further detailed in Exhibit 1); and

**WHEREAS**, the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

**WHEREAS**, the CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and LICENSEE agree as follows.

### **ARTICLE 1 REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of PBFC PAL Hammerheads, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. PBFC PAL Hammerheads, Inc. is a Florida non-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause PBFC PAL Hammerheads, Inc. to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of PBFC PAL Hammerheads, Inc. is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting PBFC PAL Hammerheads, Inc. or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by competitive youth soccer program administrators and coaches currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, coaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

## **ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING**

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

## **ARTICLE 3 TERM AND RENEWAL**

The City hereby engages LICENSEE to serve as its Program Administrator for the competitive youth soccer program to be offered at the CITY PROPERTIES for a term of three (3) years, commencing Mar. 1, 2012, and ending Feb. 28, 2015. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

## **ARTICLE 4 RESPONSIBILITIES OF LICENSEE**

LICENSEE shall provide the leadership, administrative and coaching services hereunder consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs

Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at the CITY PROPERTIES, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the competitive youth soccer leagues at the CITY PROPERTIES, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive youth soccer league. LICENSEE's provision of all merchandise and services at CITY PROPERTIES, including private and group soccer lessons, shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.

3. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against LICENSEE's provision of services or sale of merchandise under this Agreement.

4. LICENSEE is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

5. LICENSEE shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

6. LICENSEE shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

7. LICENSEE shall promptly respond to complaints from the CITY and patrons of the CITY PROPERTIES regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (18) 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 two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional fields or facilities.

9. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the CITY PROPERTIES in good and safe condition.

10. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

11. LICENSEE shall develop, organize and promote competitive youth soccer leagues, tournaments, socials and member relations at the CITY PROPERTIES.

12. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the CITY PROPERTIES in which damage to property or injury to a person occurs.

#### **ARTICLE 5 RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the CITY PROPERTIES and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of the CITY PROPERTIES for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the CITY PROPERTIES due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

#### **ARTICLE 6 ACCOUNTING AND RECORD KEEPING PROCEDURES**

A. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and

any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates, times and location of all youth soccer participants utilizing the CITY PROPERTIES which shall at all times be available to CITY personnel.

#### **ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTIES**

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY PROPERTIES for special group functions upon reasonable written notice to LICENSEE.

#### **ARTICLE 8 LICENSEE'S INDEMNIFICATION OF CITY**

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the CITY PROPERTIES.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the CITY PROPERTIES against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY PROPERTIES and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the CITY PROPERTIES.

#### **ARTICLE 9 INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 2. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

#### **ARTICLE 10 INDEPENDENT CONTRACTOR**

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

**ARTICLE 11  
DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 16 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 16 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

**ARTICLE 12  
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as set forth in Exhibit 1. The CITY shall provide LICENSEE with a written summary of said evaluation and provide an adequate opportunity for LICENSEE to discuss its evaluation with the CITY's Recreation Programs Administrator.

**ARTICLE 13  
TERMINATION**

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 16 herein. LICENSEE may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 16 herein.

**ARTICLE 14  
EQUAL OPPORTUNITY EMPLOYMENT**

LICENSEE agrees not to discriminate against any of its or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

**ARTICLE 15  
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 16  
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

City Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[dennis.beach@copbfl.com](mailto:dennis.beach@copbfl.com)  
(954) 786-4601 office  
(954) 786-4504 fax

**With a copy to:**

Recreation Program Administrator  
City of Pompano Beach  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 86-4113 fax

**For LICENSEE:**

James R. Elder, President  
PBFBC PAL Hammerheads, Inc.  
2049 SE 16 Court  
Lauderdale by the Sea, FL 33062  
[PBFC2007@aol.com](mailto:PBFC2007@aol.com)  
(954) 941-4038 phone

**ARTICLE 17  
GOVERNING LAW AND VENUE**

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 18  
CONTRACT ADMINISTRATOR**

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

James R. Elder shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 19  
NO CONTINGENT FEE**

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 any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 20  
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 21  
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 22  
WAIVER AND MODIFICATION**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 23  
RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

A. Each March 1st under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that

calendar year. In addition, to the extent possible, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

B. LICENSEE shall utilize the CITY PROPERTIES exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the CITY PROPERTIES to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. For each soccer coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at CITY PROPERTIES, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from U.S. Soccer or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

D. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

E. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide sixteen (16) hours of youth instruction each year of this Agreement.

#### **ARTICLE 25 SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 26 APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

#### **ARTICLE 27 ABSENCE OF CONFLICTS OF INTEREST**

LICENSEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

LICENSEE shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence LICENSEE's judgment or quality of services being

provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that LICENSEE intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by LICENSEE.

**ARTICLE 28  
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 29  
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 29  
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the CITY PROPERTIES but rather a license granted to LICENSEE by CITY to provide the youth soccer leadership, administrative and coaching services contemplated herein, including the sale of attendant goods and services.

**ARTICLE 30  
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

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

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

Betty Jones

By: Lamar Fisher  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Dennis W. Beach  
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

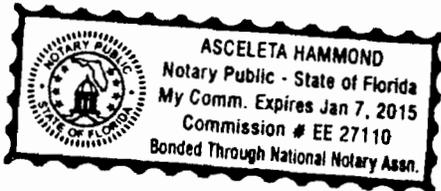
The foregoing instrument was acknowledged before me this 1st day of March, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

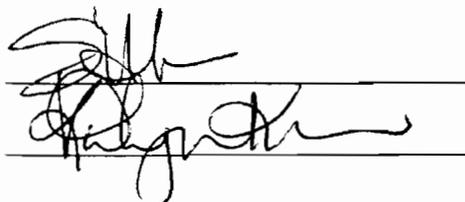
Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

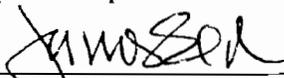


**"LICENSEE":**

Witnesses:

  
\_\_\_\_\_  
\_\_\_\_\_

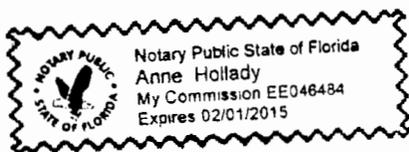
**PBFC PAL HAMMERHEADS, INC.**, a Florida non-profit corporation

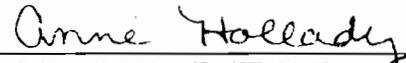
By:   
\_\_\_\_\_  
James R. Elder, President

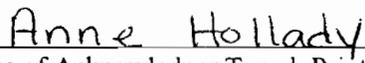
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument ~~was~~ acknowledged before me this 16 day of Feb, 2012, by James R. Elder, President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

EE046484  
\_\_\_\_\_  
Commission Number

2/3/12  
l:agr/recr/2012-431f

## **EXHIBIT 1**

### **Scope of Services for License Agreement (“Agreement”) between City of Pompano Beach (“CITY”) and PBFC Hammerheads, Inc. (“LICENSEE”)**

- Provide a 6 month competitive soccer program for youth ages 6-18 through the guidance of USA Soccer;
- Plan, administer, coordinate, supervise and staff all aspects of the Soccer Program, including day to day operations, tournaments and member relations;
- Provide a schedule of upcoming practices, tournaments and scrimmages in a timely manner;
- Provide U.S. Soccer coaches that have been cleared through U.S. Soccer's background check;
- Maintain an open line of communication with Athletics Staff; and
- Record and preserve complete and accurate records for all activities and revenues generated under the Agreement, including attendance logs that provide the names, dates, times and location of all participants utilizing the CITY PROPERTIES.

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

Independent Group Name: ***PBFC PAL Hammerheads, Inc.***

Brief Description of Program:

***Competitive youth soccer program.***

Specific Dates of Program: ***January 2012-July 2012***

Field users must attach an approved weekly schedule.

Requested Facility/Fields

***Multi-purpose field at Community Park, North Pompano Park football/soccer field.***

Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) **May require Public Event Permit**

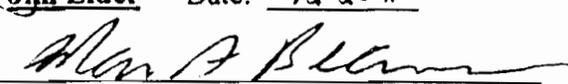
***None at this time.***

Scheduling Contact Person: ***Jim Elder***

Phone #: ***954-941-4038***

Email Address: ***PBFC2007@aol.com***

Submitted By:  ***Jim Elder*** Date: ***12-23-11***

Approved By:  Date: ***12-23-11***

## PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS

PRACTICES – TUESDAYS FROM 6PM UNTIL 9PM  
SATURDAYS FROM 10AM UNTIL 1PM

TOURNAMENTS – FEASIBILITY UNKNOWN DUE TO CITIES FIELD AVAILABILITY. IN ORDER TO RELOCATE PBFC 3V3 TOURNAMENT, USE OF BASEBALL OUTFIELDS WOULD BE REQUIRED. TOURNAMENT CURRENTLY HELD IN COOPER CITY AND PREVIOUSLY HELD IN LAUDERDALE LAKES. TOURNAMENT IS POSSIBLE THE PERMISSION TO USE FIELDS.

SPECIAL SERVICES – PRIOR TO TOURNAMENTS, THE LINING OF THE FIELD FOR 3V3 PRACTICE. FIELDS DIMENSIONS ARE 30 YARDS BY 40 YARDS.

LIGHTING OF FIELD FOR TRAINING ON TUESDAYS.

## EXHIBIT 2

**Insurance Requirements for License Agreement ("Agreement")  
between  
City of Pompano Beach ("CITY") and PBFC PAL Hammerheads, ("LICENSEE")**

LICENSEE shall not commence operations under the terms of this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager who can be reached at (954) 786-5555 should you require further clarification regarding the insurance matters contained herein.

The following insurance coverage shall be required of LICENSEE.

- A. **Worker's Compensation Insurance**  
Covering all employees and providing benefits as required by Florida Statute 440 regardless of the size of your company. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.
- B. **Public Liability Insurance**  
Naming the City of Pompano Beach as an additional insured in connection with the work being done under this Agreement. Policy must include sexual abuse/molestation endorsement rider.
- C. The following **checked types** of insurance and minimum policy limits are required.

<b>Types of Insurance</b>	<b>Limits of Liability</b>		
	<b>Each Occurrence</b>	<b>Aggregate</b>	
<b><u>Public Liability</u></b>			
XXX Comprehensive Form			
XXX Premises - Operations	Bodily Injury	\$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage	\$ 50,000	\$ 50,000
___ Underground Hazard	OR		
XXX Products (if items are sold)	Bodily Injury and		
XXX Contractual Insurance	Property Damage		
___ Liquor Legal (if items are sold)	Combined	\$ 300,000	\$ 300,000
XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<b><u>Excess Liability</u></b>			
___ Umbrella Form	Bodily Injury and		
	Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

**Other:**

This certificate or proof of insurance must contain a provision for notification to CITY thirty (30) days in advance of any material change in coverage or cancellation.

Prior to LICENSEE's provision of goods and services under this Agreement, LICENSEE shall furnish proof of the foregoing insurance requirements to the CITY's Risk Manager at Post Office Box 1300, Pompano Beach, FL 33061





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In association with the Broward Sheriff's Office - Police Athletic League  
PBFC2007@aol.com

September 8, 2011

City of Pompano Beach  
Parks and Recreational Division

RE: Annual Sports Agreement

To Whom it May Concern:

This is to advise that PBFC PAL Hammerheads Inc. does not have a corporate seal. If there are any questions regarding this issue you can contact me at (954)461-4517 or by email.

Respectfully,

James Elder

President

[www.PBFC-Hammerheads.com](http://www.PBFC-Hammerheads.com)

**Received**

Date

9-12-11

By:

Anne H.

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.

Pompano Beach, Florida 33062



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In association with Broward Sheriff's Office - Police Athletic League  
PBFC2007@aol.com  
[www.PBFC-HAMMERHEADS.com](http://www.PBFC-HAMMERHEADS.com)

August 1, 2011

City of Pompano Beach  
Parks and Recreation Dept.  
RE: Background Database Queries

Dear Mr. Nasser:

Please be advised that we have submitted the following individuals names to be cross checked for criminal histories in NCIC. This request was made to the Broward Sheriff's Office. Once the results are received, they will be forwarded to you.

James Elder  
VP Brian Horn  
Sec. Scott Bejlovec  
Treasurer Laura Montenaro

Coaches:

Richard George	Chris Bentley	Robert Raynor
Matthew Elder	Jerome Freeman	Michael Stuart

Respectfully,

James Elder  
President

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.



*Pride in Service with Integrity*

Date: 8/15/11

To: Whom it may concern

From: Deputy C. Ingram and K. Bolling (BSO/PAL Representative)

Subject: Criminal Records Checks (PBFC-Hammerheads)

A criminal history check has been conducted on the following individual volunteer coaches as per the Broward Sheriff's Office/ PAL League. Be advised that information obtained is confidential and strictly for the use of determining the eligibility of the individual as a volunteer coach in the PAL League.

If an individual is cleared by BSO/PAL, it does not confirm that there is no criminal history relating to the individual, however, it does constitute that there are no convictions, pleas of guilt or no contest (regardless of adjudication) for any sex offenses – (lifetime), violent felonies – (within 7 years), violent misdemeanors - including domestic violence and battery offenses (within the last 7 years), misdemeanor drug offenses – to include sale, delivery, and distribution (within the last 7 years), nor any misdemeanors relating to children (within the last 7 years).

The individual may dispute the status of the clearance by requesting a copy of public records background information at the appropriate law enforcement agency.

James Elder 8/31/61	PASS	Brian Horn 1/21/67	PASS
Scott Bejlovec 7/1/60	PASS	Chris Bentley 5/20/70	PASS
Laura Montenaro 8/7/59	PASS	Richard George 2/16/72	PASS
Robert Raynor 5/13/69	PASS	Jerome Freeman 1/20/67	PASS
Matthew Elder 9/21/93	PASS	Michael Stuart 7/31/66	PASS

BSO/PAL  
Deputy C. Ingram  
Deputy K. Bolling

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 22 2007**

PBFC PAL HAMMERHEADS INC  
C/O JAMES ELDER  
2049 SE 16TH CT  
POMPANO BEACH, FL 33062

Employer Identification Number:  
02-0804617  
DLN:  
17053121040007  
Contact Person:  
BENJAMIN L DAVIS ID# 31465  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
January 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 9, 2007  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
January 31, 2012

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

NAME	DOB	Age	ADDRESS
Bejlovec, Katie	08.06.98	99	524 NE 6 ST PB 33060
Bejlovec, Travis	11.30.93	94	524 NE 6 ST PB 33060
Bentley, Chris	05.20.70	30	2580 SE 4 ST PB 33062
Bentley, Fletcher	06.17.94	94	2580 SE 4 ST PB 33062
Chin, Matthew	12.18/96	97	2900 NE 45 St LHP 33064
Curry, Logan	02.24.98	98	2731 NE 52 Ct LHP 33064
Elder, Matthew	09.21.93	94	2049 SE 16 Ct PB 33062
Fonseca, Rhuan	03.03.90	90	1720 NE 27 Ave PB 33062
Freeman, Abbey	12.11.96	97	3899 NW 7 Pl DB 33442
Freeman, Sydney	12.11.96	97	3899 NW 7 Pl DB 33442
Gomes, Kevin	02.04.95	95	210 NW 39 Ct PB 33064
Green, Alex	11.28.94	95	1947 SE 17 CT PB 33062
Green, Andrew	03.11.91	91	1947 SE 17 CT PB 33062
Hererra, Lee	11.16.93	94	1651 NW 2 Ave PB 33060
Hrabovsky, Hannah	03.17.98	98	1409 SE 2 Ave DB 33441
Hrabovsky, Max	03.17.98	98	1409 SE 2 Ave DB 33441
Jean, Romanov	02.24.97	97	209 NW 12 Ct #1 PB 33060
Lenz, Carter	09.12.98	99	2410 NE 33 ST LHP 33064
Loredo, Valentine	01.14.98	98	PB 33064
McCann, Brendan	02.12.95	95	2600 SE 7 St PB 22062
Mondragon, Daniel	02.27.99	99	130 NE 29 ST PB 33064
Mondragon, Victor	05.23.94	94	130 NE 29 ST PB 33064
Prather, Ethan	08.04.98	99	4870 NE 27 Terr LHP 33064
Prather, Matt	04.04.00	00	4870 NE 27 Terr LHP 33064
Raynor, Kade	05.18.00	00	2524 NE 51 ST LHP 33064
Rosales, Kris	04.04.94	16	1382 NE 28 St PB 33064
Sanchez, Brian	02.11.93	17	206 SW 1 Ave #6 PB 33060
Sanchez, Keven	01.16.97	13	206 SW 1 Ave #6 PB 33060
Scalise, Gian	08.09.96	97	2011 W Atlantic Blvd PB 33069
Stuart, Delaney	11.18.97	98	5120 NE 26 TERR LHP 33064
Stuart, Conner	05.02.99	99	5120 NE 26 TERR LHP 33064
Vidal, Breno	04.01.93	17	1321 NE 26 Ct PB 33064
Waiante, Kevin	02.14.92	92	409 NE 19 Ave PB 33061
Wever, Callum	09.18.97	98	1525 NE 49 Ct PB 33064
Wever, Dempsey	04.14.95	95	1525 NE 49 Ct PB 33064

6/10/2011

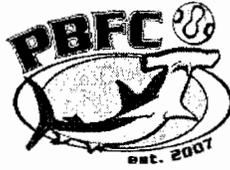
HAMMERHEADS Soccer

Residents: 23

Non Residents: 12

TOTAL: 35

**Exhibit 1**



**2015 PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS  
FEBRUARY 11, 2015**

**PRACTICES:**

MONDAY – 6PM TO 9PM LIGHTS REQUIRED

WEDNESDAY – 6PM TO 9PM LIGHTS REQUIRED

SATURDAY – 9AM TO 12PM OR 5PM TO 8PM, LIGHTS REQUIRED AT NIGHT

**TOURNAMENTS:**

2 TOURNAMENTS

WINTER EVENT

SPRING EVENT

ENTIRE WEEKEND

USE OF COMPLEX FOR ALL FIELDS NECESSARY

FIELDS MUST BE LINED IN ACCORDANCE TO EVENT COORDINATOR

SERVICES (BATHROOMS, GARBAGE) MUST BE MAINTAINED

**GAMES:**

WEEKEND AND NIGHT FIELD USAGE FOR GAMES AND LEAGUE PLAY. NOTICE OF SCHEDULE WILL BE PROVIDED ONCE RECEIVED.

NOTIFICATION FOR GAMES WILL BE PROVIDED AS SOON AS RECEIVED FROM OPPOSING TEAM OR SCHEDULER.

**SPECIAL SERVICES:**

LINING OF THE FIELD FOR FULL SIDED GAMES

LINING OF FIELD FOR 3V3 PRACTICE, WHEN REQUESTED

LIGHTING OF COMPLEX PRIOR TO DUSK WHEN NECESSARY

WHEN AVAILABLE WITH THE CITY OF POMPANO

*The fields for the program will be scheduled per staff from the Parks, Recreation and Cultural Arts Department of the City of Pompano Beach.*

# Exhibit 2



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Thomas E. Westmaker Ins & Associates License # 0514996 C/O Wilson Paves & Associates License #0E50885 3636 Pegasus Drive Bakersfield CA 93308  INURED Broward Sheriffs Office PAL 2601 W. Broward Blvd.  Ft. Lauderdale FL 33312	<b>CONTACT NAME:</b> Janniel Gonzales PHONE (AC No. Ext): (661) 327-3111 FAX (AC No): (661) 327-1262 EMAIL: jgonzales@wilsonpaves.com ADDRESS: jgonzales@wilsonpaves.com  INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: ACE American Insurance Co. 22667 INSURER C: INSURER D: INSURER E: INSURER F:
--	--

**COVERAGES** CERTIFICATE NUMBER: 14-15 GL & Accident REVISION NUMBER:

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.

INSR	LTA	TYPE OF INSURANCE	ADDL. INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse Ded \$50 Limit \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> ECT. <input type="checkbox"/> LOC	X	62824741	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		Accident/Medical		PTPN04964391	7/1/2014	7/1/2015	Limit \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Pompano Beach Parks and Recreation Services is included as additional insured as required by written contract per attached Form CG2026 1185 with respects to the general liability and only with regards to the operations of the named insured.

<b>CERTIFICATE HOLDER</b>  City of Pompano Beach Parks and Recreation Services 1801 NE 6 St. Pompano Beach, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Mike Wilson/JSG
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JN

APPROVED  
 RISK MANAGEMENT  
 ON 02/06/15  
 BY JTM