

Meeting Date: March 10, 2015

Agenda Item

5

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
---	------------------------------------	--	---	---------------------------------------

SHORT TITLE A resolution of the City Commission approving and authorizing the proper city officials to execute a license agreement between the City of Pompano Beach and the National Flag Football Association, Inc. to provide leadership, administrative, and coaching services for flag football games and practices for elementary school age children.

Summary of Purpose and Why:

The agreement between the city and National Flag Football Association, Inc. allows the use of North Pompano Park to provide recreational and instructional services for elementary school age children for a flag football program. The Licensee will pay the City \$20 for each participant registered to participate in the program. The agreement is for a one year period and the city reserves the right to extend the agreement provided both parties agree.



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: One Year after execution by both parties
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>2-23-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>2/26/15</u>	<u>[Signature]</u>	<u>[Signature]</u>
Risk Management	<u>3/2/15</u>	<u>approved</u>	<u>[Signature]</u>
Internal Audit	<u>2-25-15</u>	<u>Approve</u>	<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading	1 st Reading	Results: Results:
2 nd Reading		



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A048

DATE: February 17, 2015

TO: Dennis W. Beach, City Manager

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

SUBJECT: Agenda Item – Resolution License Agreement National Flag Football Association, Inc.

Please place the attached resolution on the March 10, City Commission Agenda. The resolution is a license agreement with National Flag Football Association, Inc. to provide leadership, administrative and coaching services for flag football games and practices for elementary school age children. The licensee will provide the program at North Pompano Park and pay the City \$20 per child registered to participate in the program each season. The license agreement is for a period of one year with three on-year renewal options provided both parties agree in writing to the said extension.

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 #2015-570
February 12, 2015

TO: Jonathan Nasser, Interim Recreation Manager

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution/Agreement with National Flag Football Association, Inc.

As requested, 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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE NATIONAL FLAG FOOTBALL ASSOCIATION, INC. TO PROVIDE LEADERSHIP, ADMINISTRATIVE, AND COACHING SERVICES FOR FLAG FOOTBALL GAMES AND PRACTICES FOR ELEMENTARY SCHOOL AGE CHILDREN; PROVIDING AN EFFECTIVE DATE.

FAWN POWERS

L:cor/recr/2015-570f
Attachment

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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE NATIONAL FLAG FOOTBALL ASSOCIATION, INC. TO PROVIDE LEADERSHIP, ADMINISTRATIVE, AND COACHING SERVICES FOR FLAG FOOTBALL GAMES AND PRACTICES FOR ELEMENTARY SCHOOL AGE CHILDREN; 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 the National Flag Football Association, Inc., to provide leadership, administrative and coaching services for flag football games and practices for elementary school age children, 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 the National Flag Football Association, 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

FP/ds

2/12/15

l:reso/2015-221f

City of Pompano Beach

LICENSE AGREEMENT

with

**National Flag Football Association,
Inc.**

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Representations	1
2	Non-Assignability and Subcontracting	3
3	Term and Renewal	3
4	Responsibilities of LICENSEE	3
5	Responsibilities of CITY	5
6	Accounting and Recordkeeping Procedures	5
7	CITY's Right to Authorize Use of the CITY Property	6
8	LICENSEE's Indemnification of CITY	6
9	Insurance	6
10	Independent Contractor	6
11	Default and Dispute Resolution	6
12	Annual Performance Goals and Evaluation	7
13	Termination	7
14	Equal Opportunity Employment	7
15	Public Entity Crimes Act	7
16	Notices and Demands	8
17	Governing Law and Venue	8
18	Contract Administrator	9
19	No Contingent Fee	9
20	Attorney's Fees	9

TABLE OF CONTENTS, cont.

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	Force Majeure	9
22	Waiver and Modification	10
23	Relationship between the Parties	10
24	Miscellaneous Terms and Conditions	10
25	Severability	11
26	Approvals	11
27	Absence of Conflicts of Interest	11
28	Binding Effect	11
29	No Waiver of Sovereign Immunity	12
30	License not Lease	12
31	Entire Agreement and Interpretation	12

INDEX OF EXHIBITS

- Exhibit 1 Scope of Services
- Exhibit 2 Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2015, by and between:

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

and

NATIONAL FLAG FOOTBALL ASSOCIATION, INC., a Florida non-profit corporation (hereinafter “LICENSEE”).

WHEREAS, LICENSEE is an organized non-profit recreation group which provides recreational and instructional services in the City of Pompano Beach; 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 CITY-owned and maintained North Pompano Park (hereinafter the “CITY Property”) to provide leadership, administrative and flag football coaching services in the City of Pompano Beach for elementary school age children (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 National Flag Football Association, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. National Flag Football Association, 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 the National Flag Football Association, 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 National Flag Football Association, 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 National Flag Football Association, 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 flag football 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 Program at the CITY Property for a term of one (1) year, commencing _____, 2015, and ending _____, 2016. The CITY reserves the right to extend this Agreement with three (3) 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 services below and those set forth in Exhibit 1 at the CITY Property, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Program at the CITY Property, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. 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 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 Property regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive competitive flag football program, 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 Property, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

9. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the CITY Property 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 flag football leagues, tournaments, socials and member relations at the CITY Property.

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

ARTICLE 5 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the CITY Property 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 use of the CITY Property 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 Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

C. CITY, at its sole discretion, shall conduct and document spot checks throughout each flag football season to verify Program participant registration numbers.

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 and time of all its employees, volunteers or agents utilizing the CITY Property which shall at all times be available to CITY personnel.

ARTICLE 7
CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Property 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 Property.

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 further detailed 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
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

For LICENSEE:

Francis Meram, Vice-Chair
54578 Pelican Lane
Shelby Township, MI 48315
Fort Lauderdale, FL 33312
(586) 894 2361
francis@nationalflagfootball.com

**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.

Francis Meram 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. Within two weeks of the Program's commencement, 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.

To the extent possible, LICENSEE shall provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes. In addition, LICENSEE shall be responsible to pay CITY Twenty Dollars (\$20.00) for each participant who registered in the Program within two weeks of the start of each season.

B. LICENSEE shall utilize the CITY Property 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 Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. LICENSEE shall provide CITY the names of any of LICENSEE's employees, volunteers or other agents who will be providing services to minors under this Agreement a minimum of one week prior to commencement of said services so that CITY, at CITY's sole cost, can conduct a 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 forty (40) hours of youth instruction each year of this Agreement.

F. LICENSEE agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

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 30
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the CITY Property but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to adult tackle football leagues at the CITY Property, including the sale of attendant goods and services.

**ARTICLE 31
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

ASCELETA HAMMOND, 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 _____, 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:

NATIONAL FLAG FOOTBALL ASSOCIATION, INC., a Florida non-profit corporation

K Belcher
Print Name: Kate Belcher

By: [Signature]
FRANCIS MERAM, VC

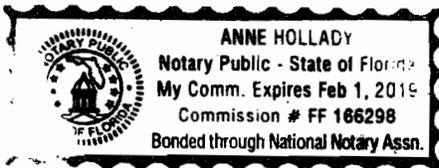
[Signature]
Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of Feb., 2015, by Francis Meram, as Vice Chairperson of National Flag Football Association, Inc., a Florida non-profit corporation, who is personally known to me or who has produced Michigan Drivers License (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

2/12/14
l:agr/recre/2015-344f2

Exhibit 1

SCOPE OF SERVICES

Contractor shall provide recreational/instructional services, the subject and details of which are as follows: National Flag Football Association, Inc.

- Contractor shall conduct a term of classes in such location(s) and days/times to be mutually agreed upon by the parties. At this point in time the agreed upon location is North Pompano Park 4400 NE 18th Ave Pompano Beach, FL 33064.
- Contractor represents that he or she, or any persons assisting Contractor in the performance of service herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to City's satisfaction. Contractor shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.
- The National Flag Football Association will provide the following:
 1. National Flag Football would become the exclusive flag football partner for Pompano Beach Parks and Rec.
 2. NFF would pay \$20.00 per registered player for each season to Pompano Beach Parks and Recreation (3 seasons per year).
 3. NFF would manage and oversee all aspects of the program.
 4. NFF would provide every player with an NFL Jersey and flag belts to keep as a part of the registration.
 5. NFF would provide at least 2 site staff to supervise all games/practices on game day.
 6. NFF will background check and solicit all coaches along with hosting a coaches meeting/training prior to the season.
 7. All teams playing in the Pompano Beach League will have access to play in the NFF Florida Flag Football Championship tournaments at the end of each season.
 8. NFF will provide its own liability insurance policy covering Pompano Beach Parks and Recreation as an additional insured.
 9. NFF will market the program to all students in Pompano Beach Elementary Schools and surrounding schools via a full color flyer approved by Broward County Schools.
 10. NFF will Market the program through all digital sources including Facebook, Google, etc.
 11. NFF will hire and pay all staff for the program including the Officials.
 12. Agreement will be for a term 1 years, renewable for periods of 3 years.
 13. In the event National Flag Football does not fulfill its obligations as identified above City of Pompano Beach has the right to terminate the agreement.

Exhibit 1

- Contractor shall be solely responsible, at his or her own expense, for obtaining needed supplies for recreational/instructional services as herein provided:
 1. **Referees for all games**
 2. **All football equipment and game balls.**
 3. **Water coolers and first aid kits**

- Contractor shall be solely responsible for securing the services of and compensating any assistants or such other personnel as may be required to adequately and safely perform the recreational/instructional services as herein provided.

- Contractor shall conduct the recreational/instructional classes in a careful and responsible manner with due regard for the safety of the participants and others.

- If Contractor will be providing recreational/instructional services directly to minor children without parental supervision, Contractor shall, prior to commencing services under this Agreement, comply with City's Youth Programs Background Screening Policy.

Exhibit 1

SCOPE OF SERVICES FOR CITY

1. The City shall be responsible for the maintenance of the facilities to be utilized by the Contractor in order to ensure that the facilities can accommodate the activities of the Contractor. This paragraph and requirement is in no way intended to require the City to conduct garbage clean up resulting from activities of the Contractor. Should the program expand beyond the capacity of the facility, the Contractor will find a safe and adequate area to conduct activities to be determined by the City and its resources for facility use.
2. The City shall determine whether expansion of the activities can be permitted.
3. All fees assessed to residents and non-residents must be reviewed by the Recreation Programs Administrator or designee.
4. The City shall provide the following resources for the **National Flag Football Association**:
 1. **Market the program to the current flag football base.**
 2. **Include the NFF program listing in the PB rec newsletter and on the PB website.**
 3. **Promote the program through website and all digital and social media means available.**
 4. **Access to a field to use for each season (Spring/Fall/Winter)**
 5. **Provide a location to host the pre-season coaches meeting (if necessary).**

EXHIBIT 2

INSURANCE REQUIREMENTS

CONTRACTOR/LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR/LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR/LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR/LICENSEE under this Agreement.

Throughout the term of this Agreement, CONTRACTOR/LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor/Licensee is obligated to pay compensation to employees engaged in the performance of the work. Contractor/Licensee further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's/Licensee's negligent acts or omissions in connection with Contractor's/Licensee's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability		
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis			
xx comprehensive form	bodily injury and property damage		
xx premises - operations explosion & collapse hazard	bodily injury and property damage		
xx underground hazard			
xx products/completed operations hazard	bodily injury and property damage combined		
xx contractual insurance	bodily injury and property damage combined		
xx broad form property damage	bodily injury and property damage combined		
xx independent contractors	personal injury		
xx personal injury			
xx sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
xx comprehensive form			
xx owned			
xx hired			
xx non-owned			

REAL & PERSONAL PROPERTY			
xx comprehensive form	Agent must show proof they have this coverage.		

EXCESS LIABILITY		Per Occurrence	Aggregate
xx other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

C. Employer's Liability. CONTRACTOR/LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR/LICENSEE, the CONTRACTOR/LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR/LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR/LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR/LICENSEE enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

NATIO41

OP ID: JV

DATE(MM/DD/YYYY)
02/25/15

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).

PRODUCER Sadler & Company, Inc. dba ISU-Sadler & Company P. O. Drawer 5886 Columbia, SC 29250-5886 John M. Sadler	803-254-6311	CONTACT NAME: Janna M. Taylor, CIC, CISR, CMSR
	803-256-4017	PHONE (A/C No. Ext): 800-622-7370 FAX (A/C No.): 803-256-4017 E-MAIL ADDRESS: janna@sadlerco.com
INSURED National Flag Football, Inc. 20 S Mill St Pontiac, MI 48342		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL SUBR RSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Part. Legal Liab 1,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		KKO00000051070500	03/01/15	03/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KKO00000051070500	03/01/15	03/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XKO0000005170600	03/01/15	03/01/16	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical Excess Limit		SPX0000026718300	03/01/15	03/01/16	Excess 25,000 Deduct. 100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Legal Liability to Participants \$1,000,000. Sexual Abuse/Molestation \$1,000,000, aggregate \$2,000,000 subject to policy provisions. Certificate Holder is added as additional insured but only with respect to the liability arising out of the operations of the insured above.

APPROVED
RISK MANAGEMENT
ON: 02/27/15
BY: JTM

CERTIFICATE HOLDER

CANCELLATION

CITY117 City of Pompano Beach PO Box 1300 Pompano Beach, FL 33061	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
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.