

REQUESTED COMMISSION ACTION:

X Consent                      Ordinance                      X Resolution                      Consideration/  
 Discussion                      Presentation

SHORT TITLE      A resolution of the City of Pompano Beach, approving and authorizing the  
proper city officials to execute a license agreement between the City of  
Pompano Beach and Living Water Surf School LLC to provide instruction in  
ocean awareness and surfing fundamentals.

Fiscal Impact: Licensee shall pay a one-time fee of \$3,300 as compensation for the  
use of North Ocean Park.

**Summary of Purpose and Why:**

The agreement provides for Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will use North Ocean Park to hold Living Water Surf School. The Agreement will be for a term of 11 weeks (June – September 2015) and the city will receive a one-time fee of \$3,300 as compensation for the use of North Ocean Park.

- (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: June 2015 – September 2015
- (4) Fiscal impact and source of funding: The licensee shall pay the city a one-time fee of \$3,300 as compensation for the use of North Ocean Park.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>6-22-15</u>	<u>Approve</u>	<u>[Signature]</u>
Internal Audit	<u>6-23-15</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>6-23-15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>6/24/15</u>		<u>[Signature]</u>

X City Manager [Signature]                      [Signature]

**ACTION TAKEN BY COMMISSION:**

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



# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 15-A088

DATE: June 19, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – License Agreement Living Water Surf School LLC

Please place the attached agreement on the July 14, City Commission Agenda. The agreement is for Living Water Surf School LLC to provide instruction in ocean awareness and surfing fundamentals to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will pay the city a one-time fee of \$3,300 as compensation for the use of North Ocean Park. The agreement will be for a term of 11 weeks (June – September 2015).

If you have any questions regarding the agenda item please call me at 954-786-4191.

afh



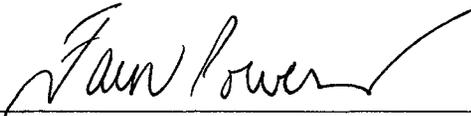
**City Attorney's Communication #2015-1117**  
June 11, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator  
**FROM:** Fawn Powers, Assistant City Attorney  
**RE:** Resolution and License Agreement for Living Water Surf School LLC

As requested, the above referenced License Agreement has been prepared and is attached 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 LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; PROVIDING AN EFFECTIVE DATE.**

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

  
\_\_\_\_\_  
FAWN POWERS

FP/ds  
l:cor/recr/2015-1117f  
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 LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; 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 Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, 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 Living Water Surf School LLC.

**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

6/11/15

l:reso/2015-385f

**City of Pompano Beach**

**LICENSE AGREEMENT**

**with**

**Living Water Surf School LLC**

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- Exhibit 1      Scope of Services for Licensee
- Exhibit 2      Scope of Services for City
- Exhibit 3      CITY's Youth Programs Background Screening Policy
- Exhibit 4      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

**LIVING WATER SURF SCHOOL LLC**, a Florida Limited Liability Company (hereinafter “LICENSEE”).

**WHEREAS**, LICENSEE provides instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities as set forth in Exhibit 1 (the “Program”); and

**WHEREAS**, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 4 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 Ocean Park located at 3424 NE 16<sup>th</sup> Street in Pompano Beach (the “Property”) to operate the Program at days and times to be mutually agreed upon by the parties; 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 Living Water Surf School LLC.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Living Water Surf School LLC is a Florida Limited Liability company 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 Living Water Surf School LLC 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 Living Water Surf School LLC 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 Living Water Surf School LLC 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 other surf camp instructors 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 term of this Agreement shall commence June 15, 2015 and end September 30, 2015. The CITY reserves the right to extend this Agreement with two renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 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 provide the services set forth below and in Exhibit 1 at the 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 Property, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. 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.

3. 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.

4. 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.

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

6. LICENSEE shall develop an ocean awareness and surf camp program for youth of both sexes ages 5 - 16.

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

8. 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.

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

**ARTICLE 5  
RESPONSIBILITIES OF CITY**

A. CITY is responsible to provide the services set forth in Exhibit 2 and to also maintain the 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 the use of 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 Property 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  
COMPENSATION, ACCOUNTING, RECORDKEEPING AND BACKGROUND  
CHECK PROCEDURES**

A. LICENSEE shall pay the CITY a one-time fee of \$3,300 payable one week in advance of the Program's commencement as compensation for the use of the CITY's Property and services hereunder.

B. 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.

C. Upon reasonable notice, LICENSEE shall make available locally at a reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents or records directly or indirectly related to LICENSEE's provision of goods and services hereunder. LICENSEE's failure to timely comply with the provisions of this paragraph shall be deemed a material breach which entitles CITY to terminate this Agreement in accordance with Article 12 herein.

D. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

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

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

B. LICENSEE shall be solely responsible for insuring all stock and inventory at Property 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 Property 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 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 4. 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 15 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 15 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 15 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 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 15 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 15 herein.

## **ARTICLE 13 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 14 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 15 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:**

William Zimmerman  
Living Water Surf School LLC  
P.O. Box 8525  
Deerfield Beach, Florida 33443  
[livingwatersurf@gmail.com](mailto:livingwatersurf@gmail.com)  
954 673-8933 phone

**ARTICLE 16  
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 17  
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.

William Zimmerman shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 18  
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 19  
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 20  
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 21  
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 22  
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 23  
MISCELLANEOUS TERMS AND CONDITIONS**

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

B. 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.

**ARTICLE 24  
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 25  
APPROVALS**

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

**ARTICLE 26**  
**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 27**  
**BINDING EFFECT**

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

**ARTICLE 28**  
**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 Property but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to the Living Water Surf School LLC.

**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**

\_\_\_\_\_

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:

LIVING WATER SURF SCHOOL LLC, a  
Florida Limited Liability Company

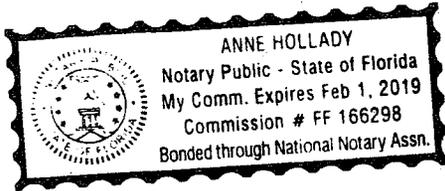
[Signature]  
[Signature]  
KATHY JEN  
SCOTT R MOORE

By: [Signature]  
Title: Owner/Director

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day, of June, 2015, by William R. Zimmerman, owner/director of Living Water Surf School LLC, a Florida Limited Liability Company who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



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

l:agr/regr/2015-754f  
6/09/15

**Exhibit 1**  
**Scope of Services for Licensee**  
**Living Water Surf School LLC**  
**License Agreement**

Scope of Work

Living Water Surf School, LLC

- Provide safe environment for all campers
- Maintain a 5:1 ratio of Instructors to Students
- Instructors to be CPR and First Aid Certified
- Provide one Certified Lifeguard onsite during the duration of the Camp
- Provide one EMT onsite during the duration of the Camp
- Camp will consist of the following
  - Ocean Awareness
  - Marine Science
  - Beach Games/Activities
  - Surf Instruction
  - Snorkeling/Free Swim



**Exhibit 2  
Scope of Services for City  
Living Water Surf School LLC  
License Agreement**

**City of Pompano Beach Parks, Recreation, & Cultural Arts Department  
Scope of Services**

- City is responsible for accepting payment from instructor at the Emma Lou Olson Civic Center prior to the commencement of camp during regular business hours, Monday-Thursday: 8:30a-8:30p, Friday: 8:30a-4:30p, Saturday: 8:30a-3:30p
- The City shall determine whether expansion of the activities can be permitted.
- The City shall designate a specific area for the Living Water Surf Summer Camp to take place. The City reserves the right to change the area at any time due to unforeseen circumstances.
- The City will supply receipt of payment and pertinent camp information to the Parks and Recreation Program Administrator or designee as well as Ocean Rescue. The Parks & Recreation Manager will provide the Beach Patrol Captain with the aforementioned information as well as the signed contract once it has been executed.

**Exhibit 3  
City's Youth Programs  
Background Screening Policy  
Living Water Surf School LLC  
License Agreement**

**CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY**

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<b>TITLE:</b>	Youth Program Background Screening Policy	<b>Number:</b>	500.06
		<b>Effective:</b>	3-10-04
		<b>Revised:</b>	8-27-07
		<b>Revised:</b>	7-23-08
		<b>Revised:</b>	8-2-10

---

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY**

**PAGE 2**

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<b>TITLE:</b>	Youth Program Background Screening Policy	<b>Number:</b>	500.06
		<b>Revised:</b>	8-2-10

---

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

**3. MISDEMEANORS**

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY**

**PAGE 3**

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<b>TITLE:</b>	Youth Program Background Screening Policy	<b>Number:</b>	500.06
		<b>Revised:</b>	8-2-10

---

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.

  
Dennis W. Beach, City Manager

**RELEASE AND INDEMNIFICATION AGREEMENT**

STATE OF FLORIDA

COUNTY OF BROWARD

1. Instructor shall conduct its activities or courses upon the premises designated by City so as not to endanger any person thereon, and agrees to INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF POMPANO BEACH and any and all of its officers, Commissioners, agents and employees from any and all claims of losses, injuries, damages and liabilities of whatever kind or nature including attorney's fees, to any persons, their personal representatives, assigns, heirs, next of kin or to any property occasioned wholly or in part by the acts or omissions of Instructor, his/her agents, employees, guests, officers, invitees, patrons or any person or persons admitted to or invited upon said premises while said premises are used by or under control of Instructor.
  
2. City assumes no responsibility whatsoever for any property placed on said premises and Instructor hereby expressly RELEASES AND DISCHARGES CITY from any and all liability from any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of said premises pursuant to this agreement.

**THE UNDERSIGNED** further expressly agrees that the foregoing Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of this State and County in which the activities are held or conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY** signs this Agreement along with its included Release and Indemnification Agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Telephone: 866-986-7442  
 Fax: 866-986-1282


 Welcome Jonathan Nasser

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Show  25 entries [Display All Results](#)

<input checked="" type="checkbox"/>	SSN	Name	Reference	Requestor	Requested	Posted	Alert	Status	
<input type="checkbox"/>	XXX-XX-5300	BARTHOLOMEW, BRETT	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-7638	SMITH, BEAU	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-8934	WINGEIER, JORDAN L	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-8354	MCNABB, NICHOLAS D	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-4307	LONG, KRISTOFER	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-7354	AGUILAR, HUGO	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
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<input type="checkbox"/>	XXX-XX-2387	ALELLO, TAYLOR	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-3386	MAGNUSON, RYAN	SURF CAMP	Kaitlyn Kerr	2015-04-17	2015-04-21		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-2389	STEWART, DAVID M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-20		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-5782	GANNOTTA, SHANE	T-BALL	Bobbi Palat	2015-04-16	2015-04-20		Complete	<a href="#">View</a>  
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<input type="checkbox"/>	XXX-XX-2945	ROWE, CHRISTOPHER	T-BALL	Bobbi Palat	2015-04-16	2015-04-20		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-8098	ROZIER, STEVEN S	MN	Jonathan Nasser	2015-04-14	2015-04-17		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-3293	DAVIS, RAU L	MM	Jonathan Nasser	2015-04-15	2015-04-17		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-9999	CONTRERAS, MARIA G	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-16		Complete	<a href="#">View</a>  
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<input type="checkbox"/>	XXX-XX-8914	JORDAN, CHRISTINA	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-4529	CALABRO, RICHARD	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-3795	MARIMON, ARMANDO	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-0347	KRAMER, BRITNEY	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-2466	MOTTA, LUKE	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-9288	MARTIN, JACK R	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  
<input type="checkbox"/>	XXX-XX-7975	VIGARINO, VALENCIA M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	<a href="#">View</a>  

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### Legend

**Alert Statuses**

-  Indicates Derogatory Information has been Found for an Applicant
-  - Report has been viewed
-  - Order more searches for an applicant
-  - Email your account manager regarding a result
-  - View an attachment that has been sent with a result
-  - Maintain notes on the applicant

NOTE: All reports are viewed using the Adobe Acrobat Reader. If you don't already have this software, then click the image below to download a free copy.



## EXHIBIT 4

### INSURANCE REQUIREMENTS

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](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this exhibit. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

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 LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, 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 LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. 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 LICENSEE's negligent acts or omissions in connection with 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 \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

xx	comprehensive form	bodily injury and property damage
xx	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	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 \$100,000 Per Occurrence and \$100,000 Per Aggregate

**AUTOMOBILE LIABILITY:** Proof of Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined, required based on scope of services.

- xx comprehensive form
- xx owned
- xx hired
- xx non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
—	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 \$2,000,000

C. Employer's Liability. 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 LICENSEE, the 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. 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 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 LICENSEE enter into such an agreement on a pre-loss basis.





**City of Pompano Beach, Purchasing  
Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Otis J. Thomas  
Purchasing Agent

Living Water Surf School has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Living Water Surf School agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

[Signature]  
Signature

6/18/15  
Date

William Zimmerman, Owner/Director  
Name and Title (print)

APPROVED  
RISK MANAGER  
ON: 06/18/15  
BY: [Signature]



POS SALES RECEIPT

Receipt # 855217
Payment Date: 06/02/15
Household #: 28295

Emma Lou Olson Civic Center
1801 NE 6th Street
Pompano Beach FL 33060

Living Water Surf School, LLC
P.O. Box 8525
Deerfield Beach FL 33443

Hm Ph: (954)673-8933

Phone: (954)786-4111

POS Transaction Details

Misc: Surf Camp, 146
Quantity: 1

Table with 5 columns: Fees + Tax, Discount, Prev Paid, Cur Paid, Amount Due. Values: 3,300.00, 0.00, 0.00, 3,300.00, 0.00

Processed on 06/02/15 @ 15:34:05 by BGC

NEW AMOUNT DUE 3,300.00

PREVIOUS NET HOUSEHOLD BALANCE 0.00

TOTAL DUE 3,300.00

TOTAL PAID 3,300.00

NEW NET HOUSEHOLD BALANCE 0.00

Payment of ==> 3,300.00 Made By ==> CHECK With Reference ==> Living Water Surf Sc; #2739

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name**Florida Limited Liability Company

LIVING WATER SURF SCHOOL LLC

Filing Information

Document Number	L05000009481
FEI/EIN Number	731726250
Date Filed	01/31/2005
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/20/2006
Event Effective Date	NONE

Principal Address900 SE 14TH COURT  
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Mailing Address900 SE 14TH COURT  
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Registered Agent Name & AddressZIMMERMAN, WILLIAM R  
900 SE 14TH COURT  
DEERFIELD BCH., FL 33441

Address Changed: 04/30/2009

Authorized Person(s) Detail**Name & Address**

Title MGRM

ZIMMERMAN, WILLIAM R  
900 SE 14TH COURT  
DEERFIELD BCH., FL 33441Annual Reports

## Public License Information

**License Number:** 15-00085712  
**Business Control:** 4458873  
**Location ID:** 000026178

### Business Name & Address      Mailing Address

LIVING WATER SURF SCHOOL LLC  
 3424 NE 16 ST PARK  
 POMPANO BEACH FL 33062

ZIMMERMAN, WILLIAM  
 900 SE 14 CT  
 DEERFIELD BEACH FL 33441

**Date Opened:** 05/14/2015  
**Federal Tax ID:** 731726252  
**Business Phone:** (954) 673-8933  
**Contractor Flag:**  
**Type of Ownership:** LC  
**Status:** Active

### Owner Information

LIVING WATER  
 SURF SCHOOL LLC

### License Information

**Classification:** 094-014 INSTRUCTOR-ALL OTHER  
**License Status, Date:** ACTIVE, 05/21/2015  
**Appl, Issue Date:** 05/20/2015, 05/21/2015  
**License Valid Thru Date:** 09/30/2015

### Additional Requirements

Code	Description	Document Number	Expiration Date
ZN	ZONING	YES	0
ZD	ZONING DISTRICT	RM45	0
SQFT	SQUARE FOOTAGE	N/A	0
NOEMP	NUMBER OF EMPLOYEES	10	0
NAICS	NA IND CLASS CODE	61	0
CRA	CRA	NA	0



**RECORDS, TAXES AND TREASURY**

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**ATTENTION TAXPAYERS:** Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction *if you select 'Debit Card'*. Thank you.

The annual Tax Certificate Sale for delinquent 2014 and prior year tax accounts is in progress. **During this period ALL online payments have been disabled, and we are unable to accept payments at the Tax Collector's Office until this sale is closed and balanced.** We anticipate being able to accept payments by **June 15th**, once all accounts for which a Certificate was issued are updated with additional statutory fees, penalties, and interest. **The Tax Collector's Office is unable to provide any updated tax balances for these accounts until June 15th.** After the Sale is balanced, payment in full can be made online or at our Office with: qualifying credit card (with fee), cashier's check, money order, or cash for the redemption of issued Tax Certificates. Please verify the new outstanding balance before making any payment to avoid a shortage. Thank You.

**2015 Details — Business Tax Account LIVING WATER SURF SCHOOL LLC**

Business Tax Account #125872

[Account details](#)

[Account history](#)

**2016**  
preliminary  
\$0.00 due

**2015**

Paid

Account number: 125872  
 Business start date: 05/06/2015  
 Business address: LIVING WATER SURF SCHOOL  
 LLC  
 3424 NE 16 ST  
 POMPANO BEACH, FL 33062  
 Physical business location: POMPANO BEACH

Owner(s): WILLIAM ZIMMERMAN  
 900 SE 14 CT  
 POMPANO BEACH, FL 33441  
 Mailing address: WILLIAM ZIMMERMAN  
 900 SE 14 CT  
 POMPANO BEACH, FL 33441

- [Print account application \(PDF\)](#)
- [Print exemption application \(PDF\)](#)

**Receipts And Occupations**

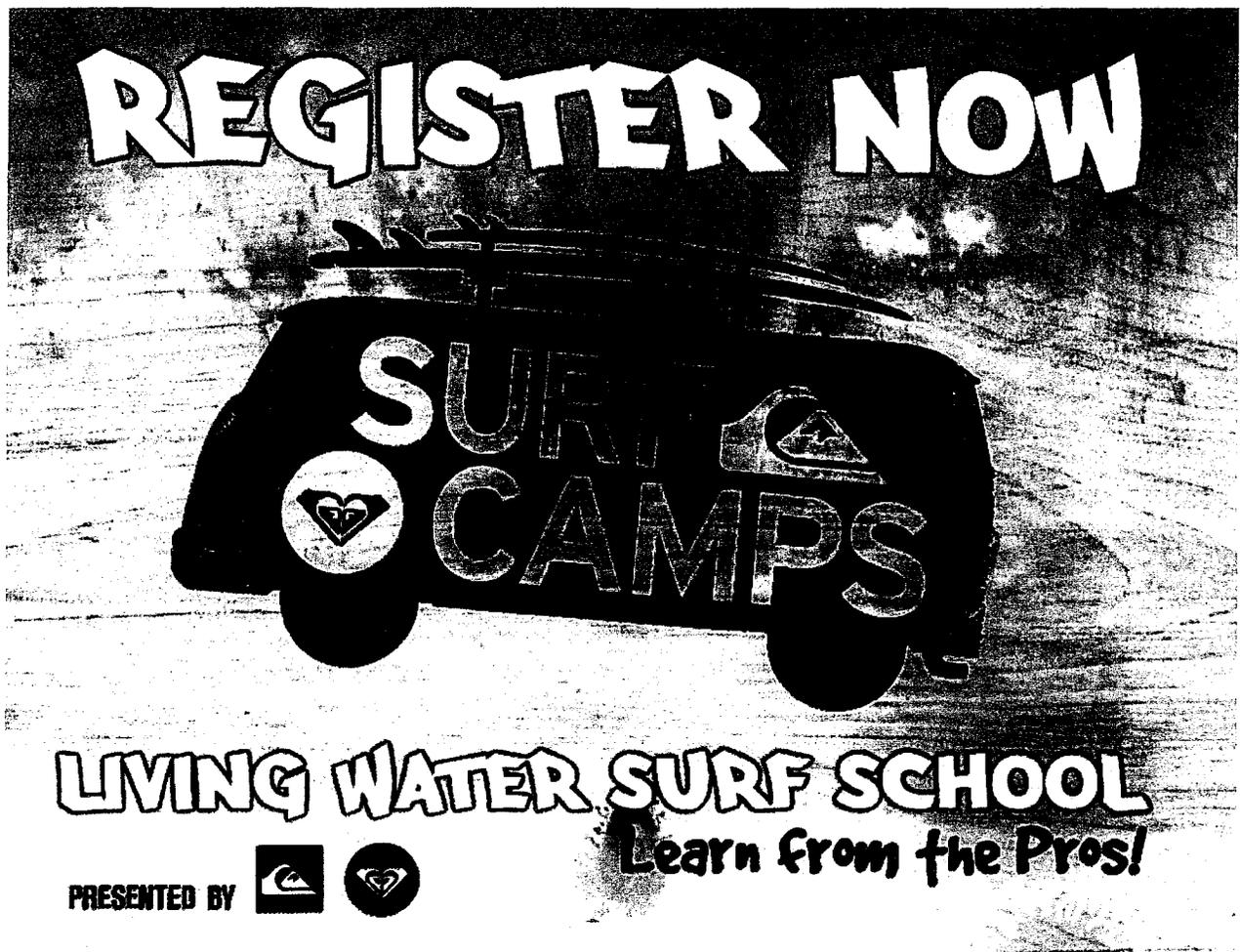
**Receipt 349-268978**

SCHOOL	05/06/2015–09/30/2015	Units: 10	Paid 2015-05-06 \$22.50
OTHERS			Receipt #04B-14-00009026

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SUMMER SURF CAMP 2015



[Register Now!!! Click here](#)

**Location:** 16<sup>th</sup> Street – Pompano Beach

**Cost:** 1 week camp \$299 Full Day / \$199 Half Day

**Sign Up before Friday May 1 and save \$40 on Full Days / \$20 on Half Days!!!**

Siblings & multiple week sign-ups receive 10% off

**Dates:** June. 1 – August 28 — one-week camps

**Time:** Full Day: 9am – 3pm Half Day: 9am – 12:30pm

**Ages:** 5 – 16 years – Boys and Girls

**REGISTRATION:**

For your convenience we offer two ways to sign up!!!

Online: [CLICK HERE](#) (\$4.95 fee)

By Mail: Please download the registration form and mail to:

Surf Camp Registration Form

Living Water Surf School  
P.O. Box 8525  
Deerfield Beach, FL 33443

**Refund Policy:**

A \$100 fee will be charged for all refunds except if a class is cancelled. Refunds will be granted only if the request is made at least 48 hours prior to the first day of camp.



: Website by Boca Raton Photography & Design.

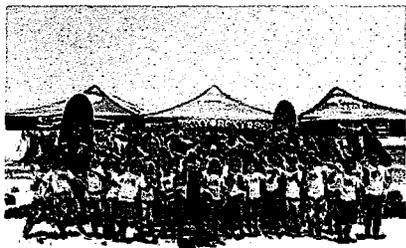
[Switch to our mobile site](#)

Home | About Us | Quiksilver & Roxy Surf Camps | Surf Lessons | Surf Parties and Special Events | Contact Us | Register



## About Surf Camps

Learn to surf or improve your surfing skills this Summer Break with Living Water Surf School, presented by Quiksilver and professional surfer William "Skeeter" Zimmerman. Skeeter and his staff of accomplished instructors will help you enjoy and appreciate the ocean and experience the supreme pleasures of The Sport of Kings. Skeeter has shared his passion for surfing and knowledge of the sport with thousands of students during his 12 years as a surf instructor. His expertise is strengthened by his friendship with other professional surfers who will make guest appearances at the camp and assist Skeeter and his staff of CPR certified and life guard trained instructors.



### - South Florida's Premiere Surf Camps!!! Learn From A Pro Surfer!!!

Each morning your child will be met by our program's skilled instructors on the oceanfront at 16th Street, Pompano Beach. This is an excellent site with user-friendly waves, a sandy bottom, and a safe environment for teaching your child how to enjoy and appreciate the ocean.

### - Living Water Surf School offers the only Quiksilver/Roxy Surf Camps in Florida!

Instruction will focus around Ocean Awareness and Surfing Fundamentals. In addition, students will learn firsthand about such topics as waves and tides, marine biology, coastal ecology, and beach profiles. Students may also participate in skimboarding, snorkeling, beach games, and towed tubing or wakesurfing (Wave runners driven by instructors only).



### - Remember, the best surfer is the one having the most fun!!!

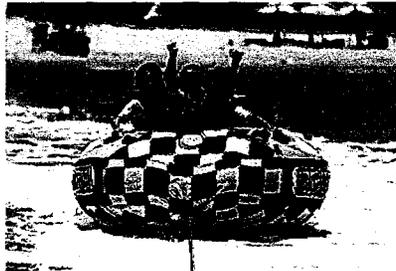
Each morning will begin with light stretching and exercises for young surfers. A professional surfer will be on hand to discuss his experiences surfing around the globe and competing in international surf events. A member of the Surfrider Foundation will visit to explain this organization's role in helping preserve our ocean environment. Various surf industry professionals (surfboard shaper, sales representative, photographer, team manager) will make guest appearances to describe their role in the surf industry.

Each week will culminate with a surf contest, complimentary pizza party, and giveaways from Quiksilver, Roxy, and area surf shops.

Campers need to pack a lunch each day, except Friday.

**No surfing experience necessary/must be able to swim.**

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