

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, Florida, approving an authorizing the proper city officials to execute a first extension and amendment to the license agreement between the City of Pompano Beach and Pompano Beach Baseball, Inc. to provide volunteer leadership, administration, and coaching services to competitive and travel youth baseball leagues in the City; providing an effective date.

Fiscal Impact: City to receive \$10 for each player participating on licensee's team that is not a resident of the City of Pompano Beach. Payment to be made on or before October 1 of each year for the prior annual term.

Summary of Purpose and Why:

The agreement allows Pompano Beach Baseball, Inc. to use Community, Mitchell/Moore, Kester and North Pompano Parks to provide leadership, administrative and coaching services to the competitive and travel youth baseball leagues in the City of Pompano Beach.



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: November 14, 2016
(4) Fiscal impact and source of funding: City to receive \$10 for each player participating on licensee's team that is not a resident of the City of Pompano Beach. Payment to be made before October 1 of each year for the prior annual term.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes rows for Parks & Recreation, City Attorney, Risk Management, Internal Audit, and City Manager.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, Results. Includes rows for Workshop 1st Reading, 2nd Reading, 1st Reading, 2nd Reading.



# MEMORANDUM

## Parks, Recreation & Cultural Arts

### MEMORANDUM 16-A02

DATE: October 12, 2015  
TO: Dennis W. Beach, City Manager  
FROM: Mark A. Beaudreau, Recreation Programs Administrator  
SUBJECT: Agenda Item – License Agreement  
Pompano Baseball, Inc.

Please place the attached resolution on the October 27, 2015, City Commission Agenda. The license agreement is a first extension and amendment to the license agreement originally executed via Resolution 2013-46 on November 13, 2012. The term of the extension agreement is for an additional one year term ending November 14, 2016. The license agreement is for Pompano Baseball, Inc. to provide voluntary leadership, administrative and coaching services to competitive and travel youth baseball leagues in the city. The agreement allows Pompano Baseball, Inc. to use various city owned facilities for their organized youth baseball programs. The license agreement was on the October 7, 2015, Parks and Recreation Advisory Board Agenda, however, the board did not have a quorum for this topic and could not make a recommendation on the agreement.

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 #2016-27**  
October 7, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator

**FROM:** Fawn Powers, Assistant City Attorney

**RE:** Resolution and First Extension And Amendment to Agreement –  
Pompano Baseball, Inc.

As requested, the above referenced First Extension And Amendment To 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 FIRST EXTENSION AND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

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

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST EXTENSION AND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a First Extension And Amendment to the License Agreement between the City of Pompano Beach and Pompano Baseball, Inc., a copy of which 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 First Extension and Amendment between the City of Pompano Beach and Pompano Baseball, Inc.

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

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

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

**FIRST EXTENSION AND  
AMENDMENT TO AGREEMENT**

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**THIS AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by and between:

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

and

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

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

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

**WHEREAS**, CITY and LICENSEE have agreed to extend the Original Agreement for an additional one-year term and also amend it as set forth below.

**WITNESSETH:**

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

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

2. The Original Agreement effective November 15, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A" shall be extended for an additional one (1) year term ending November 14, 2016.

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

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

...

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.

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

H. LICENSEE agrees to annually pay CITY Ten Dollars (\$10.00) for each player participating on LICENSEE's team that is not a resident of the City of Pompano Beach. Said payment shall be made to City on or before October 1<sup>st</sup> of each year for the prior annual term.

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

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

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

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

(SEAL)

Approved As To Form:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 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:

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

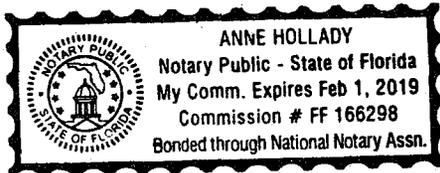
[Signature]  
Kate Belcher  
[Signature]  
Jon Nasser

By: [Signature]  
KENNETH ARNOLD, DIRECTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Oct, 2015, by Kenneth Arnold, Director of Pompano Baseball, Inc., a Florida Not for Profit Corporation who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
FF166298  
Commission Number

Witnesses:

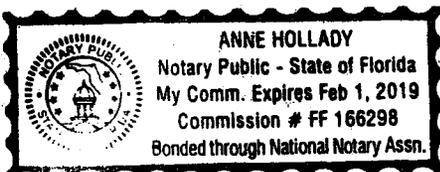
[Signature]  
Kate Belcher  
[Signature]  
Jon Nasser

By: [Signature]  
KIMBERLY ROBINSON, DIRECTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Oct, 2015, by Kimberly Robinson, Director of Pompano Baseball, Inc., Florida Not For Profit Corporation who is personally known to me or who has produced Florida Driver's 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

Witnesses:

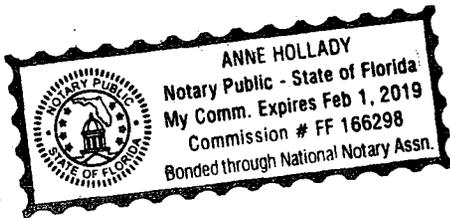
Kate Belcher  
Kate Belcher

By: PAUL MARTIN, DIRECTOR

Jon Nasser  
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of Oct., 2015, by Paul Martin, Director of Pompano Baseball, Inc. Florida Not For Profit Corporation who is personally known to me or who has produced Florida Driver's 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

FP/jrm/ds  
10/8/15  
L:agr/rect/2016-03

## Updated Insurance

### 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 Article. 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 other agents, subcontractors hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum 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**

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**GENERAL LIABILITY:** Minimum \$200,000 Per Occurrence and \$300,000 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
XX	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 LICENSEEs	personal injury
XX	personal injury	
__	alcohol sales	

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**AUTOMOBILE LIABILITY:** Minimum \$200,000 Per Occurrence and \$300,000 Per 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

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**REAL & PERSONAL PROPERTY**

XX	comprehensive form	Agent must show proof they have this coverage.
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**EXCESS LIABILITY** Minimum per Occurrence and Aggregate

__	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY** Per Occurrence Aggregate

__	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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C. Employer's Liability. LICENSEE, agents, 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.

## Insurance Exhibit 2 Pompano Baseball, Inc.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2015

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

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

<b>PRODUCER</b> Gagliardi Insurance Services, Inc. 2380 S. Bascom Ave. Suite 100 Campbell, CA 95008 0791300	<b>CONTACT NAME</b> PHONE (408) 414-8100 FAX (408) 414-8199 (Alt. No. Ext.) E-MAIL ADDRESS: sales@gasportsinsurance.com ADDRESS:														
<b>INSURED</b> Pompano Baseball, Inc. 218 East Atlantic Blvd. Pompano Beach, FL 33062 (954) 943-0635	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S)</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: New York Marine &amp; General Ins.</td> <td>16608</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S)	NAIC #	INSURER A: New York Marine & General Ins.	16608	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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.

INSUR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK201400003579	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Anyone person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 RETENTION Legal fees \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PK201400003579	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			APPROVED RISK MANAGEMENT ON BY: 10/06/15 JTM			EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Accident Medical	Y/N	N/A	9907-0915	11/17/2014	11/17/2015	PER STATUTE <input type="checkbox"/> TYPE <input type="checkbox"/> EP E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Limit \$250K / \$50 DED AD&D \$10K / \$3K Dental

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)**  
 The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured.  
 All policy terms and conditions apply.

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 W. Atlantic Blvd. Pompano Beach, FL 33060	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <i>Donna Gagliardi</i>
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**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 POMPANO BASEBALL, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE AND TRAVEL YOUTH BASEBALL LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a License Agreement between the City of Pompano Beach and Pompano Baseball, Inc. to provide volunteer leadership, administration, and coaching services to competitive and travel youth baseball leagues in the City, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

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

**PASSED AND ADOPTED** this 13<sup>th</sup> day of November, 2012.

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

**ATTEST:**

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

FP/ds

8/14/12

l:reso/2012-403f

8/12

**City of Pompano Beach**

**LICENSE AGREEMENT**

**with**

**Pompano Baseball, Inc.**

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- Exhibit 2      Insurance Requirements**

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement"), entered into this 15th day of November, 2012, by and between:

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

and

**POMPANO BASEBALL, INC.**, a Florida non-profit corporation (hereinafter "LICENSEE").

**WHEREAS**, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive and travel youth baseball leagues 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 Community, Mitchell Moore, Kester and North Pompano Parks (hereinafter collectively the "CITY Properties") to provide leadership, administrative and coaching services to the competitive and travel youth baseball leagues in the City of Pompano Beach (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 Pompano Baseball, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Pompano Baseball, 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 Pompano Baseball, 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 Pompano Baseball, 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 Pompano Baseball, 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 baseball 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 Pompano Baseball, Inc. at the CITY Properties for a term of three (3) years, commencing November 15th, 2012, and ending Nov. 15th, 2015. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

## **ARTICLE 4 RESPONSIBILITIES OF LICENSEE**

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

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

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

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

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

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

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

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

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

8. LICENSEE shall develop a comprehensive competitive and travel youth baseball program for youth of both sexes ages 5-21, which shall include group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the CITY Properties, 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 Properties in good and safe condition.

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

11. LICENSEE shall develop, organize and promote Pompano Baseball, Inc. leagues, tournaments, socials and member relations at the CITY Properties.

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

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

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

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

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

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

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates and time of all Pompano Baseball, Inc. members utilizing the CITY Properties which shall at all times be available to CITY personnel.

D. All LICENSEE's records directly or indirectly related to this Agreement shall be made available locally for audit by the CITY's Internal Auditor or other designee at all reasonable times and upon reasonable notice during the term of this Agreement and for five (5) years thereafter. LICENSEE's failure to produce records requested by CITY's agents shall be deemed a material breach which entitles CITY to terminate this Agreement as provided herein.

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

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

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

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

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

#### **ARTICLE 9 INSURANCE**

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

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

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

**ARTICLE 11  
DEFAULT AND DISPUTE RESOLUTION**

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

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

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

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

**ARTICLE 12  
ANNUAL PERFORMANCE GOALS AND EVALUATION**

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

**ARTICLE 13  
TERMINATION**

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

**ARTICLE 14  
EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 15  
PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 16  
NOTICES AND DEMANDS**

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

**For CITY:**

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

**With a copy to:**

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

**For LICENSEE:**

Kenneth Arnold, Director  
1849 E. Atlantic Boulevard  
Pompano Beach, FL  
Phone#: 954-786-1098  
Email: [kcarndc@yahoo.com](mailto:kcarndc@yahoo.com)

Paul Martin, Director  
2134 Hollywood Boulevard  
Pompano Beach, FL

Kimberly Robinson, Director  
499 NW 19 Court  
Pompano Beach, FL

**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.

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

**ARTICLE 19  
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

**ARTICLE 20  
ATTORNEY'S FEES**

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

**ARTICLE 21  
FORCE MAJEURE**

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

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

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

**ARTICLE 22  
WAIVER AND MODIFICATION**

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

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

**ARTICLE 23  
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

C. For each baseball coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at the CITY Properties, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from Protect Youth Sports located at 18946 North Dale Mabry Highway, Suite 101, Lutz, Florida 33548 or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

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

E. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide 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 Properties but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to competitive and travel youth baseball leagues at the CITY Properties, 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.

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

**"CITY":**

Witnesses:

Sally J. Fischer

Christine Wodka

**CITY OF POMPANO BEACH**

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of November, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

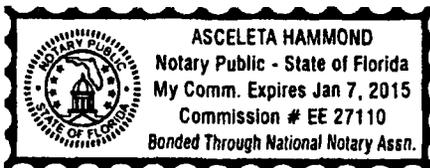
NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"LICENSEE:"

Witness:

[Signature]

Scott Moore

[Signature]  
Jon Nasser

Pompano Baseball, Inc., a Florida nonprofit corporation

By: [Signature]

Kenneth Arnold, Director

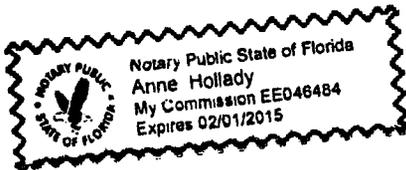
State of Florida  
County of Broward

The Forgoing instrument was acknowledged before me this 17 day of October, 2012, by Kenneth Arnold, Director of Pompano Baseball, Inc., a Florida nonprofit corporation who is personally known to me.

Notary's Seal:

Anne Hollady  
Notary Public, State of Florida

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)



EE046484

Commission Number

Witness:

[Signature]  
Scott Moore

[Signature]  
Jon Nasser

By: [Signature]

Kimberly Robinson, Director

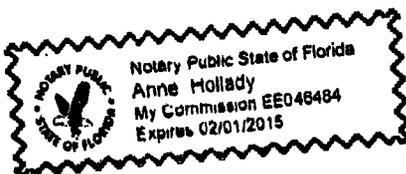
State of Florida  
County of Broward

The Forgoing instrument was acknowledged before me this 17 day of October, 2012, by Kimberly Robinson, Director of Pompano Baseball, Inc., a Florida nonprofit corporation who provided Florida Driver's license as identification.

Notary's Seal:

Anne Hollady  
Notary Public, State of Florida

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)



EE 046484

Commission Number

Witnesses:

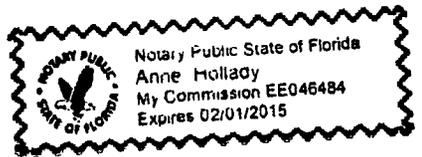
[Signature]  
\_\_\_\_\_

By: [Signature]  
PAUL MARTIN, DIRECTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of Oct., 2012, by Paul Martin, Director of Pompano Baseball, Inc., a Florida non-profit corporation who is personally known to me or who has produced FL Drivers Licence (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
EE046484  
Commission Number

l:agr/recr/2012-1446f  
8/14/12

**EXHIBIT 1**  
**Scope of Services**  
**Pompano Baseball Inc.**

Pompano Baseball Inc., shall plan, administer and coordinate all aspects of the Pompano Baseball, Inc. at the City of Pompano Beach Properties, including supervising all Pompano Baseball Inc. coaches, employees, volunteers and other representatives or agents.

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

Pompano Baseball Inc. 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 Pompano Baseball Inc. exclusive direction and control and not deemed employees or agents of the City of Pompano Beach

Pompano Baseball Inc. 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.

Pompano Baseball Inc. 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.

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

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

Pompano Baseball Inc. shall immediately inform the City of Pompano Beach's Recreation Program Administrator of any repairs or maintenance necessary to keep the City of Pompano Beach Properties in good and safe condition.

Pompano Baseball Inc. shall operate and conduct the business 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 of Pompano Beach as may now exist or as may hereafter be adopted. Pompano Baseball Inc., 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. Proof of such licenses, approvals and sales tax payments shall be submitted to the City of Pompano Beach's Recreation Programs Administrator upon request.

Pompano Baseball Inc. shall develop, organize and promote Pompano Baseball, Inc. leagues, tournaments, socials and member relations at the City of Pompano Beach Properties.

Pompano Baseball Inc. shall give the City of Pompano Beach prompt written notice of any accidents occurring at the City of Pompano Beach Properties in which damage to property or injury to a person occurs.

**EXHIBIT 2  
INSURANCE REQUIREMENTS**

The applicant/vendor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor 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. Public Liability Insurance
- 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
  - 2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below. Additional coverage, depending on the scope of work or nature of contract may be required.

**LIMITS OF LIABILITY**

Type of Insurance	each occurrence	aggregate
<b>PUBLIC LIABILITY</b>		
XXXX comprehensive form		
XXXX premises - operations	bodily injury..... \$200,000.	\$300,000.
___ explosion & collapse hazard	property damage..... \$200,000.	\$300,000.
___ underground hazard	-- or --	
XXXX products (if items are sold)	bodily injury and	
XXXX contractual insurance	property damage	
___ liquor legal (if items are sold)	combined..... \$200,000.	\$300,000.
XXXX independent contractors		
___ personal injury	personal injury ..... \$200,000.	\$300,000.
<b>AUTOMOBILE LIABILITY</b>		
	bodily injury	
XXXX comprehensive form	(each person)..... \$200,000.	\$300,000.
___ owned	property damage..... \$200,000.	\$300,000.
___ hired	-- or -- bodily injury and	
___ non-owned	property damage combined ..... \$200,000.	\$300,000.
<b>EXCESS LIABILITY</b>		
___ umbrella form	bodily injury and	
___ other than umbrella	property damage	
	combined ..... \$2,000,000.	\$2,000,000.

EXHIBIT 2

Insurance - Pompano Beach Baseball, Inc.

POMPBA-01 DUR

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/18/2011
<b>PRODUCER</b> Gagliardi Insurance Services, Inc. 284 Digital Drive Morgan Hill, CA 95037		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Pompano Baseball, Inc. 2118 E. Atlantic Blvd. Pompano Beach, FL 33062-		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: National Casualty Insurance Company 11991 INSURER B: Federal Insurance Company 20281 INSURER C: INSURER D: INSURER E:

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	KRO1352000	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ -0- PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/PROP AGG \$ 2,000,000 Participant Legal Lib 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KRO1352000	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	APPROVED RISK MANAGEMENT ON: BY: <i>[Signature]</i>			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS: <input type="checkbox"/> OTHER <input type="checkbox"/> EA E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PONY BB Medical \$100 Deductible	9909-4867	11/1/2011	11/1/2012	AD&D/Deduct 10,000/3,000 Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS APPLY.

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 W. Atlantic Blvd. Pompano Beach, FL 33060-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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## Detail by Entity Name

### Florida Non Profit Corporation

POMPANO BASEBALL, INC.

### Filing Information

**Document Number** N08000009944  
**FEI/EIN Number** 263526085  
**Date Filed** 10/27/2008  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 03/02/2011  
**Event Effective Date** NONE

### Principal Address

2118 EAST ATLANTIC BLVD  
POMPANO BEACH FL 33062

Changed 03/11/2009

### Mailing Address

2118 EAST ATLANTIC BLVD  
POMPANO BEACH FL 33062

Changed 03/11/2009

### Registered Agent Name & Address

ARNOLD, KENNETH DC  
1849 E ATLANTIC BLVD  
POMPANO BCH FL 33060

Name Changed: 03/02/2011

### Officer/Director Detail

#### **Name & Address**

Title D

ARNOLD, KENNETH  
1849 E ATLANTIC BLVD  
POMPANO BCH FL 33060

Title D

ROBINSON, KIMBERLY  
499 NW 19TH COURT  
POMPANO BCH FL 33060

Title D

MARTIN, PAUL  
2134 HOLLYWOOD BLVD  
HOLLOWOOD FL 33020

**Annual Reports**

**Report Year Filed Date**

2010 03/02/2011  
2011 03/02/2011  
2012 01/09/2012

**Document Images**

01/09/2012 -- ANNUAL REPORT [View Image in PDF format](#)

03/02/2011 -- REINSTATEMENT [View Image in PDF format](#)

03/11/2009 -- ANNUAL REPORT [View Image in PDF format](#)

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State of Florida, Department of State

**2012 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Jan 09, 2012**  
**Secretary of State**

**DOCUMENT# N08000009944**

**Entity Name: POMPANO BASEBALL, INC.**

**Current Principal Place of Business:**

2118 EAST ATLANTIC BLVD  
POMPANO BEACH, FL 33062

**New Principal Place of Business:**

**Current Mailing Address:**

2118 EAST ATLANTIC BLVD  
POMPANO BEACH, FL 33062

**New Mailing Address:**

**FEI Number: 26-3526085      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

ARNOLD, KENNETH DC  
1849 E ATLANTIC BLVD  
POMPANO BCH, FL 33060      US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

**SIGNATURE:**

\_\_\_\_\_  
*Electronic Signature of Registered Agent*

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

Title: D  
Name: ARNOLD, KENNETH  
Address: 1849 E ATLANTIC BLVD  
City-St-Zip: POMPANO BCH, FL 33060

Title: D  
Name: ROBINSON, KIMBERLY  
Address: 499 NW 19TH COURT  
City-St-Zip: POMPANO BCH, FL 33060

Title: D  
Name: MARTIN, PAUL  
Address: 2134 HOLLYWOOD BLVD  
City-St-Zip: HOLLOWOOD, FL 33020

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

**SIGNATURE: K. C. ARNOLD DC**

**D**

**01/09/2012**

\_\_\_\_\_  
*Electronic Signature of Signing Officer or Director*

\_\_\_\_\_  
Date