

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ Discussion _____

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 Eta Nu Educational Foundation, Inc. for the Black History Festival.
Fiscal Impact: In-kind City Services - \$12,474.77, BSO Fees - \$2,580.00; Event Sponsorship - \$24,945.23 for a total sponsorship of \$40,000.

Summary of Purpose and Why:

The attached license agreement is for ETA NU Educational Foundation, Inc. to host the third Black History Festival encompassing an exhibition and showcase of African American Culture at the E. Pat Larkins Center. The agreement is to hold the event February 19–21, 2016. This is the third year of the event, with a license agreement with the City and after this year (2016) the event will be self-sufficient and will no longer require City support. The City agrees to act as a gold sponsor for the event in providing a \$40,000 sponsorship, which includes a combination of city services in the amount of \$12,474.77, which consists of Fire Rescue (\$7,220), Public Works (\$1,865.77), Parks, Recreation and Cultural Arts (\$919) and facility rental fees (\$2,470). The City will pay Broward Sheriff's Office \$2,580 for law enforcement services for the event and Eta Nu Educational Foundation, Inc. \$24,945.23 for event expenses. The organization in turn will submit a report showing gross receipts and all expenditures within sixty (60) days following the end of the Black History Festival.



This item is related to Strategic Plan Strategy: Great Places: Goal 2.0, Initiative 2.8- to further develop and promote cultural/heritage tourism opportunities and Objective 2.8.4- to increase tourism at city cultural facilities by 5% a year.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: February 19-21, 2016
- (4) Fiscal impact and source of funding: Event Sponsorship \$40,000, which consists of In-kind City Services - \$12,474.77, BSO/Law Enforcement - \$2,580.00 and Event Sponsorship Fees - \$24,945.23. The City will pay \$27,525.23 from Special Services Account 001-9910-599-46-50 and provide \$12,474.77 in in-kind services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>10-26-15</u>	<u>Approve</u>	<u>Mark P. Beaudreau</u>
Internal Audit	<u>10-28-15</u>	<u>Review</u>	<u>[Signature]</u>
Risk Management	<u>10-28-15</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>10-28-15</u>	<u>[Signature]</u>	<u>[Signature]</u>
Finance	<u>10-28-15</u>	<u>Approval</u>	<u>[Signature]</u>

X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

PARKS AND RECREATION DEPARTMENT
MEMORANDUM 16-A010

DATE: October 26, 2015

TO: Dennis W. Beach, City Manager

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

SUBJECT: Agenda Item – License Agreement ETA NU Educational Foundation
Black History Festival February 19-21 2016

Please place the attached resolution on the November 10, City Commission Agenda. The license agreement is for ETA NU Educational Foundation, Inc. to host the third Black History Festival encompassing an exhibition and showcase of African American Culture at the E. Pat Larkins Center, February 19-21, 2016. This is the third year of the event, with an agreement with the City and after this year (2016) the event will be self-sufficient and no longer require City support.

The City agrees to act as a gold sponsor to the event in providing a \$40,000 event sponsorship, which consists of in-kind city services (\$12,474.77), law enforcement expenses (\$2,580) and event sponsorship fees (\$24,945.23). The City will pay \$27,525.23 from Special Services Account (001-9910-599-4650) to cover law enforcement and event expenses and provide \$12,474.77 of in-kind services. In approving this license agreement, the Commission agrees to appropriate \$27,525.23 to ETA NU Educational Foundation, Inc. to fund the expenses associated with the event and \$2,580.00 to Broward Sheriff's Office to fund law enforcement fees associated with the event. ETA Nu Educational foundation, Inc. in turn will submit a report showing gross receipts and all event expenditures within sixty (60) days following the end of the Black History Festival.

This item is related to Strategic Plan Strategy: Great Places: Goal 2.0, Initiative 2.8- to further develop and promote cultural/heritage tourism opportunities and Objective 2.8.4- to increase tourism at City Cultural facilities by 5 % a year.

MB/afh

cc: Scott Moore, Recreation Manager
Kate Gladfelter, Recreation Supervisor



City Attorney's Communication #2016-87

October 23, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Mark E. Berman, City Attorney

RE: Resolution – Eta Nu Educational Foundation

Pursuant to your memorandum dated October 20, 2015, Parks, Recreation & Cultural Arts Memorandum No. 16-A09, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

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 ETA NU EDUCATION FOUNDATION, INC. FOR THE BLACK HISTORY FESTIVAL; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the agreement prior to presenting the Resolution to the City Commission.


MARK E. BERMAN

MEB/ds
l:cor/recr/2016-87
Attachment

RESOLUTION NO. 2016-_____

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 ETA NU EDUCATION FOUNDATION, INC. FOR THE BLACK HISTORY FESTIVAL; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Eta Nu Education Foundation, Inc. for the Black History Festival, 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 Eta Nu Education Foundation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "**CITY**,"

And

"ETA NU Educational Foundation a Corporation of the State of Florida, hereinafter referred to as "**LICENSEE**."

WHEREAS, LICENSEE is desirous of conducting the Black History Festival where residents will experience activities, music, and African American culture at The City of Pompano Beach E. Pat Larkin's Center only.

WHEREAS, CITY deems such activities to be in the public interest;
NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. CITY hereby grants to LICENSEE and LICENSEE hereby accepts from the CITY, a license to conduct and supervise the operation of a Black History Festival encompassing an exhibition and showcase of African American Culture, concessions of food, alcoholic and non-alcoholic beverages, at the E. Pat Larkin's Center (Site Plan - Exhibit A) only.
2. The initial Event shall be held on February 18, 2016 from 5 p.m. – 9 p.m., February 19, 2016 from 10 a.m. – 6 p.m., February 20 from 10 a.m. – 6 p.m. and February 21, 2016 from 1 p.m. – 5 p.m. If because of circumstances beyond the control of the LICENSEE, the above date may be changed with the LICENSEE and CITY working cooperatively toward rescheduling to a reasonable alternative date. The date of subsequent Events shall similarly be determined by mutual agreement of the LICENSEE and CITY, and shall be set so as not to interfere with previously planned events at or near the Event location. The agreement is for a term of one year with the option of two, one-year renewals upon agreement of both parties. After event's third year (2016), the event will be self-sufficient and will not require City support.
3. Site Plan and Schedule. LICENSEE shall provide the CITY with a final detailed site plan and schedule of the Event showing the location of all booths, tents, stages, display areas, port-o-lets, parking, etc. and the times when such will be constructed and dismantled. Such site plan shall require the approval of the City Manager or his/her designee, and other appropriate CITY departments who shall be authorized to require LICENSEE to make revisions to the site plan by LICENSEE after said review by the CITY must be approved by the CITY. A final inspection will be conducted by the CITY immediately prior to the Event each year to ensure that the

location of booths, port-o-lets, stages, etc. are in accordance with the CITY approved site plan.

- 4. Maintenance of Traffic.** Not less than sixty (60) days prior to the opening day of the Event, LICENSEE shall provide to the CITY a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. LICENSEE shall provide a final Maintenance of Traffic plan ("MOT Plan") no later than thirty (30) days prior to opening day of the Event for the CITY's review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the CITY.
- 5. Clean-up of Permitted Area.** LICENSEE shall be responsible for clean-up of the Permitted Area and removal of all debris and trash during and after the Event. LICENSEE shall further be responsible for the dismantling and removal of any supplies, equipment. LICENSEE shall be responsible for the dismantling, clean up and/or removal of any booths, tents, stages, display areas, port-o-lets, or any other temporary facility.
- 6. Two City Booths.** The CITY shall be provided at no charge two standard size booths in the main vendor tent or location for CITY's own use.
- 7. Parking.** Licensee acknowledges that parking shall be available for parking for the public during the event. The area available for parking is shown on the Site Plan referenced as Exhibit A at no charge.
- 8. Notification of Surrounding Businesses.** LICENSEE shall be required at least four (4) weeks prior to the Event to provide written notice of the Event, including the dates, times and location of the Event and all associated road closures to all residences and businesses surrounding the Event. LICENSEE shall also provide a copy of such notice to the CITY.
- 9. Licensee Responsible for All Contracts.** LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Event. All contracts shall be negotiated by LICENSEE and secured at the sole expense of the LICENSEE. CITY shall not be named as party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event. LICENSEE represents and warrants that it shall have, prior to the Event, all necessary performing rights and licenses (BMI/ASCAP/SESAC) and shall ensure that all performance payments required to be made under such license are made promptly and directly to the licensing organizations. Copies of said licenses shall be submitted to CITY no later than three (3) calendar days before the Event. CITY shall have no responsibilities to any performing rights licensing organization for any performances during the Event.

10. Concession Rights. During the activities of LICENSEE described above and to the extent permitted by law and City Code, LICENSEE shall have concessionaire rights on public property within the Permitted Area. Alcoholic beverages may be sold at this event with proper permits and licenses.

11. Required Permits. LICENSEE shall secure all governmental permits necessary for holding the Event. LICENSEE shall obtain at its own expense all required licenses and permits for the Event. In particular, sanitary and food facilities shall be provided by the LICENSEE in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department.

12. License, Social Event Fees and Sponsorships.

a. LICENSEE shall pay annually, without demand, together with any and all applicable sales, use and other applicable state taxes arising or accruing during the term of this License, the following fees and costs: Public Event Permit Fee. A Public Event Permit Fee as required by City Ordinance.

b. The CITY agrees that it will act as a Gold Sponsor as delineated in Exhibit C by providing the amount of Forty Thousand Dollars (\$40,000) to Licensee as sponsorship for the Licensee's "Annual Black History/Culture Event," which would include a combination of city service expenses and miscellaneous event expenses as deemed appropriate.

13. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Event, including emergency entrance into any gates which are locked. If in the course of the Licensee's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous LICENSEE shall immediately correct such condition or cease operation upon being notified, so as not to endanger persons or property.

14. Inspections and Photographs: Responsibility for Damage.

a. A representative of the CITY and LICENSEE shall inspect and document the condition of the Permitted Area prior to set up for the Event each year. Photographs of the Permitted Area may be taken. Unless otherwise provided for in this Agreement, the LICENSEE, within forty-eight (48) hours after the conclusion of the Event, must restore the site to a condition equal to that existing on the date of inspection and LICENSEE shall pay all costs for the repair and replacement of CITY property which is damaged during the Event. LICENSEE shall restore the Permitted Area to the original condition which existed prior to set up of the Event.

- b. If the Permitted Area or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon shall be destroyed, damaged, marred, altered, or physically changed feature of the Permitted Area, or any structure attached thereto, or any equipment, fixture or other item, to its condition prior to the Event. LICENSEE is to properly care for all equipment entrusted to LICENSEE during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappears shall be the sole responsibility of LICENSEE and LICENSEE shall pay for the full replacement cost thereof to CITY.
- 15. Repair of Holes.** LICENSEE agrees to repair all core drilling holes in the asphalt, concrete, and other surfaces made to facilitate the erection of barriers, stages, fences, and other improvements to the permitted area, according to CITY standards, by 6 p.m. on the Friday after the conclusion of the Event. If any such holes are not repaired, it is understood that CITY will take the necessary steps to complete the work and charge LICENSEE for the restoration costs.
- 16. Right of CITY to Make Improvements and Modify the Permitted Area; Reduce the Number of Streets Closed.** Throughout the term of this License, and notwithstanding and other term or condition of this License, the CITY retains the rights in its sole discretion to modify and reconfigure any of the Permitted Area including, but not limited to, the surround green-space and open-space areas, to make any improvements thereon and to reduce the number and/or manner of street closings. Specifically, the parties acknowledge that the public right-of-way and open-space contained within the Permitted Area as described herein may be temporarily or permanently relocated, reconfigured, modified or closed. LICENSEE agrees to make adjustments to any such changes implemented by the CITY.
- 17. Limitation of City's Liability.** The CITY desires to enter into this License only if in so doing the CITY can place a limit on the CITY's liability for any cause of action for money damages due to an alleged breach by the CITY of this License, so that its liability for all such breaches for the term hereof never exceeds the sum of five thousand dollars (\$5,000.00). LICENSEE hereby expresses its willingness to enter into this License with LICENSEE's recovery from the CITY for any damage action for breach of contract, Accordingly, and notwithstanding any other term or condition of this License, LICENSEE hereby agrees that the CITY shall not be liable to the LICENSEE for damages in an amount in excess of \$5,000 for any action of claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the CITY by this License. Nothing contained in this paragraph or elsewhere in this License is in any way intended to be a waiver of the limitation places upon CITY's liability as set forth in the Florida Statutes, Section 768.28.

- 18.** LICENSEE does hereby release and agree to indemnify, defend and save harmless the CITY from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of the licensed premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises.
- 19.** LICENSEE shall have insurance coverage in the amount and type of coverage as set forth in Exhibit B attached hereto and made a part hereof. Such policy must be kept in full force and effect during the term of this License Agreement. The CITY OF POMPANO BEACH shall be listed as an additional insured on any insurance policy required pursuant to this Agreement.
- 20.** LICENSEE shall use the licensed property only for the purposes of establishing and supervising the operation of the Black History Festival. LICENSEE shall not permit the licensed property to be used or occupied for any other purpose.
- 21.** LICENSEE shall be subject to all applicable City, County, State and Federal laws, ordinances and regulations and shall be responsible for the payment of any and all applicable taxes.
- 22.** It is expressly understood and agreed that this is a license to operate the Black History Festival at The City of Pompano Beach E. Pat Larkin's Center only (Exhibit A), under the conditions and for the purposes expressed herein, and shall not be construed to be a license to engage in any business or occupation upon the premises. Any Business Tax license or permit required by the CITY or any other governmental agency shall be in addition to the license hereby granted to occupy said premises.
- 23.** Non-Discrimination. In the performance of this License Agreement, LICENSEE and its concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender, identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.
- 24.** Severability. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 25.** Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The 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 concerning this Agreement

shall be Broward County, Florida or the Federal Southern District of Florida. LICENSEE agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

- 26.** It is further expressly understood and agreed that no real or personal property is leased to LICENSEE; that LICENSEE is a licensee and not a lessee; that LICENSEE shall comply with each and all of the undertakings, provisions, agreements, covenants, stipulations and conditions contained herein. LICENSEE further acknowledges that the CITY is authorizing the use of the premises "as is," and the CITY will furnish supplies, equipment, facilities, and necessary personnel for the Black History Festival as set in the attached Exhibit B, which will be changed on a yearly basis at the current salary rate and expenses endured by the CITY.
- 27.** LICENSEE understands and agrees that the CITY shall not be responsible in any manner for any personal property of LICENSEE which is left in the licensed premises and LICENSEE bears any and all risks of loss.
- 28.** LICENSEE shall keep a true and accurate account of all monies received and spent through the operation of their Black History Festival and the manner in which the funds were spent; and further agree to give the CITY access at all reasonable times to all books and/or records. LICENSEE shall designate a representative to act as a liaison between LICENSEE and CITY and shall furnish the name, telephone number and address of the representative to the CITY upon execution of this Agreement. LICENSEE shall preserve and make available all financial records, supporting documents, (including federal tax returns and state sales tax returns) pertinent to this Agreement for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of audit finding. LICENSEE will submit a report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of the Black History Festival. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. CITY's agents shall have the right to examine and audit LICENSEE books and records during business hours.
- 29.** In addition to the annual report of event sales and expenses as above, a copy of LICENSEE's annual report submitted to the State of Florida Corporate Records office and also a copy of the corporation's financial statement submitted to the Internal Revenue Service shall also be sent to the CITY with the annual report of sales, concession expenses and use of funds required by the License Agreement as defined above.

30. This Agreement may be terminated by either party upon forty-five (45) days' written notice to the other party; provided, however, that the CITY may terminate for breach upon seven (7) days' notice; however, prior to termination for any breach of the Agreement, the CITY shall allow the LICENSEE seven (7) days within which to cure such breach.
31. Any waiver of any breach of the covenants herein contained to be performed by LICENSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same condition or covenants or otherwise.
32. Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. 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

For LICENSEE:

ETA NU Education Foundation, Inc.
Harry Harrell, President
PO Box 547
Pompano Beach, Florida 33061

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

"ETA NU Education Foundation, INC.":

Witnesses:

K. Melker, Kate Belcher

SCOTT R MOORE

[Signature]

By: [Signature]
[Signature]

Harry Harrell

Typed or Printed Name

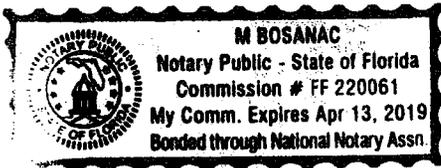
Title: **President**

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of Oct, 2015 by **Harry Harrell** as President of ETA NU Education Foundation, Inc., a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced AD 1640-360-604670 (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

220061
Commission Number

Exhibit A Site Plan & Event Schedule

The event is in the parking lot areas around and inside the E. Pat Larkin Center.

Event Dates:

- ❖ Thursday, Feb. 18, 2016 - 5- 9 p.m.
- ❖ Friday, Feb. 19, 2016 - 10 a.m. - 6 p.m.
- ❖ Saturday, Feb. 20, 2016 - 10 a.m. - 6 p.m.
- ❖ Sunday, Feb. 21, 2016 - 1 - 5 p.m.

Note: There will be no road closures.

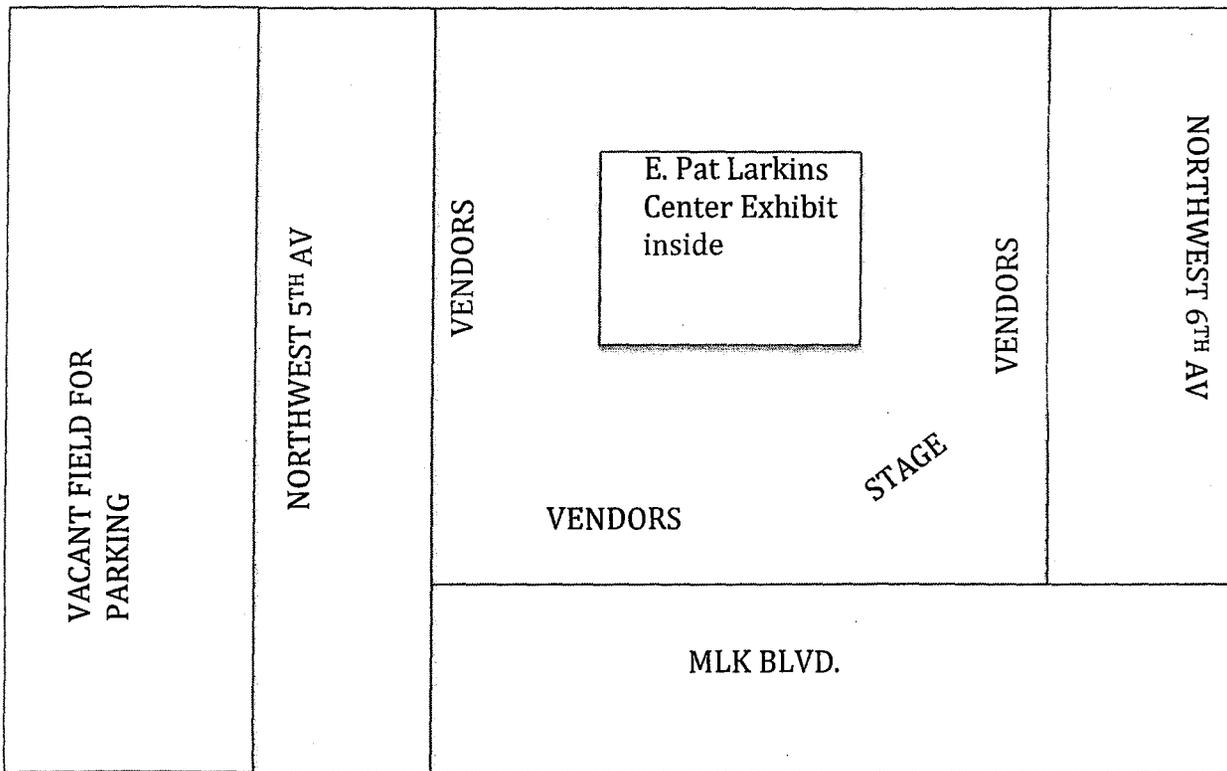


EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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. Liability Insurance.

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

<input checked="" type="checkbox"/>	comprehensive form	bodily injury and property damage
<input checked="" type="checkbox"/>	premises - operations	bodily injury and property damage
<input type="checkbox"/>	explosion & collapse hazard	
<input type="checkbox"/>	underground hazard	
<input checked="" type="checkbox"/>	products/completed operations hazard	bodily injury and property damage combined
<input checked="" type="checkbox"/>	contractual insurance	bodily injury and property damage combined
<input checked="" type="checkbox"/>	broad form property damage	bodily injury and property damage combined
<input checked="" type="checkbox"/>	independent contractors	personal injury
<input checked="" type="checkbox"/>	personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

<input checked="" type="checkbox"/>	comprehensive form
<input checked="" type="checkbox"/>	owned
<input checked="" type="checkbox"/>	hired
<input checked="" type="checkbox"/>	non-owned

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

<input type="checkbox"/>	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance

in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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

Exhibit C
Gold Sponsorship
City of Pompano Beach
Eta Nu Educational Foundation, Inc.
Black History Festival

Name of Event: Black History Festival
Company/Organization: ETA NU Educational Foundation
Representative: Willie Jones/Harry Harrel
Address: 926 NW 6th Street, Pompano Beach
Phone: 954-821-8462
Event Dates: February 18, 2016 5 p.m. - 9 p.m.
February 19, 2016 10 a.m. - 6 p.m.
February 20, 2016 10 a.m. - 6 p.m.
February 21, 2016 1 p.m. - 5 p.m.

LAW ENFORCEMENT

	<u># Deputies</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Deputy (Thursday)	1	3	\$37.00	\$111.00
Supervisor (Saturday)	1	9.0	\$40.00	\$360.00
Deputies (Saturday)	1	11.0	\$37.00	\$407.00
Additional Deputies (Saturday)	4	9.0	\$37.00	\$1,332.00
Deputy (Sunday)	2	5.0	\$37.00	\$370.00
Total Law Enforcement Fees				\$2,580.00

FIRE RESCUE

	<u># Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Incident Commander				
Inspector				
Engine				
Rescue				
Total Fire Rescue Fees				\$ 7,220.00

PUBLIC WORKS

	<u>#Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
Staff	3	11.0		\$710.77
Equipment				\$1,155.00
Total Public Works Fees				\$1,865.77

PARKS & RECREATION

	<u>#Staff</u>	<u># Hours</u>	<u>Hourly Fee</u>	<u>Total</u>
PR Recreation Supervisor	1	19.0	\$26.00	494.00
PR Service Worker	1	25.0	\$17.00	425.00
Total Parks & Recreation Fees				\$919.00

FACILITY/EQUIPMENT RENTAL COSTS

Facility Rental - Larkins Center	1			\$ 1,840.00
Showmobile	1	8.0		\$630.00
Total Facility Rental Fees				\$2,470.00

TOTAL CITY FEES

\$15,054.77

Exhibit C
Gold Sponsorship
City of Pompano Beach
Eta Nu Educational Foundation, Inc.
Black History Festival

Event Costs

Public Event Application Fee	\$50.00
Black History Exhibits (\$800 * 3 days)	\$ 7,200.00
Food Services	3,184.76
Health Fair	350.00
Entertainment (3 days)	11,250.00
Printing and Marketing	1,200.00
Trash Dump and Disposal Fee	350.00
Kids Zone	<u>1,410.47</u>
Total Event Costs	\$24,945.23

TOTAL CITY SERVICES AND EVENT COSTS

\$40,000.00



City Representative's Signature

10-27-15

Date