

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
 _____ _____ _____ Discussion _____
 Presentation

SHORT TITLE A resolution of the City of Pompano Beach approving and authorizing the proper city officials to execute a first extension between the City of Pompano Beach and Broward Rugby Association, Inc. to use various city owned facilities For organized sports programs and other recreational activities.

Fiscal Impact: None at this time.
Contract Term: March 1, 2016 – February 28, 2017.

Summary of Purpose and Why:

The first extension the license agreement between the City and Broward Rugby Association, Inc. is to provide volunteer leadership, administration, and coaching services to competitive youth rugby programs at various city owned facilities. The license agreement will allow the organization to offer rugby programs to children at recreational facilities 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: March 1, 2016 – February 28, 2017
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>2-8-16</u>	<u>Approve</u>	<u>Man A. Blair</u>
Internal Audit	<u>2-10-16</u>	<u>APPROVE</u>	<u>Bob DeLeon</u>
Risk Management	<u>2-10-16</u>	<u>Approve</u>	<u>E. Beech</u>
City Attorney	<u>2-11-16</u>	<u>✓</u>	<u>[Signature]</u>
X City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 16-A035

DATE: February 2, 2016

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – First Extension License Agreement with Broward Rugby Association, Inc.

Please place the attached resolution on the February 23, City Commission Agenda. The first extension to the license agreement with the Broward Rugby Association, Inc. is to provide voluntary leadership, administration, and coaching services to competitive youth rugby programs in the city. The agreement allows Broward Rugby Association, Inc. to hold rugby programs at various recreational facilities owned by the city. The extension agreement is for a term of one year (March 1, 2016 – February 28, 2017).

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

Anne Hollady

Subject: FW: FW: sports agreement

From: eaumann [<mailto:eaumann@bellsouth.net>]
Sent: Monday, December 28, 2015 8:30 PM
To: Barbara Palat <Barbara.Palat@copbfl.com>
Subject: RE: FW: sports agreement

We are all set with the same agreement.

Thanks

Eric

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Barbara Palat <Barbara.Palat@copbfl.com>
Date: 12/28/2015 3:05 PM (GMT-05:00)
To: Eric Aumann <eaumann@bellsouth.net>
Cc: Jonathan Nasser <Jonathan.Nasser@copbfl.com>
Subject: FW: sports agreement

Hey Eric, I have not heard back and would like to know if you have any amendments to the sports agreement. Please let me know ASAP as we have to get it started.

Thanks, Bobbi

From: Barbara Palat
Sent: Wednesday, December 16, 2015 12:28 PM
To: 'Eric Aumann' <eaumann@bellsouth.net>
Subject: sports agreement

Good afternoon Eric,

Your sports agreement is up for renewal. It will be for a 1 year extension. If there is any amendments you would like to add, please send to me by Jan 5, 2016

Thanks, Bobbi

BARBARA PALAT

INTERIM ATHLETIC SUPERVISOR



City Attorney's Communication #2016-416

January 29, 2016

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution and First Extension to Agreement –
Broward Rugby Association, Inc.

Resolution and Second Extension And Amendment to Agreement-
PBFC Pal Hammerheads Inc.

As requested, the above referenced Extensions have been prepared and are attached along with the appropriate Resolutions 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 BETWEEN THE CITY OF POMPANO BEACH AND BROWARD RUGBY ASSOCIATION, INC. TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND EXTENSION AND AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS INC. TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

FP/ds
l:cor/recr/2016-416f
Attachment

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 BETWEEN THE CITY OF POMPANO BEACH AND BROWARD RUGBY ASSOCIATION, INC. TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Extension between the City of Pompano Beach and Broward Rugby Association, Inc., to use various City-owned facilities for organized sports programs and other recreational activities, 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 between the City of Pompano Beach and Broward Rugby Association, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FIRST EXTENSION TO AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2016,
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

BROWARD RUGBY ASSOCIATION, INC., a Florida Not for Profit corporation, with offices located at 5701 NE 16th Avenue, Fort Lauderdale, Florida 33334, hereinafter referred to as "LICENSEE."

WHEREAS, LICENSEE entered into a License Agreement with CITY to provide volunteer leadership, administration and coaching services to competitive youth rugby programs ("Original Agreement") which was approved by Resolution No. 2013-151; 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 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 March 1, 2013, a copy of which is attached hereto and made a part hereof as Exhibit "A" shall be extended for an additional one (1) year term ending February 28, 2017.

3. 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.

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

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, 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:

BROWARD RUGBY ASSOCIATION, INC., a Florida Not for Profit corporation

Jonathan Nasser

Gloria MOORE

By: *[Signature]*

ERIC AUMANN, PRESIDENT

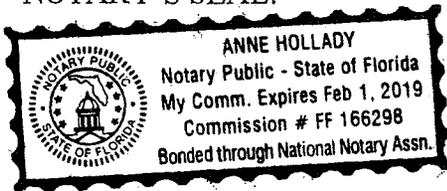
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of February, 2016, by **ERIC AUMANN**, President of Broward Rugby Association, 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

FP/ds
1/28/16
L:agr/rect/2016-415f

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 BROWARD RUGBY ASSOCIATION, INC. TO PROVIDE VOLUNTEER LEADERSHIP, ADMINISTRATION, AND COACHING SERVICES TO COMPETITIVE YOUTH RUGBY PROGRAMS IN THE CITY; PROVIDING AN EFFECTIVE DATE.

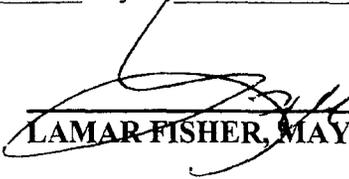
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a License Agreement between the City of Pompano Beach and Broward Rugby Association, Inc. to provide volunteer leadership, administration, and coaching services to competitive youth rugby programs 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 Broward Rugby Association, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 26th day of February, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

FP/ds

2/13/13

l:reso/2013-21f

City of Pompano Beach

LICENSE AGREEMENT

with

Broward Rugby Association, Inc.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 26 day of Feb, 2013, by and between:

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

and

BROWARD RUGBY ASSOCIATION, INC., a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive youth rugby programs for boys 8-18 and girls 8-11 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 Pompano Community Park (hereinafter collectively the "CITY Property") to provide leadership, administrative and coaching services to the youth rugby programs 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 Broward Rugby Association, Inc. LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

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

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

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

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

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

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

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

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

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

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

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

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

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

ARTICLE 3 TERM AND RENEWAL

The City hereby engages LICENSEE to serve as its Program Administrator for the Program at the CITY Property for a term of three (3) years, commencing March 1, 2013, and ending Feb. 29, 2016. 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 Property, including such other duties as the CITY may, from time to time, require.

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

2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive youth rugby program. LICENSEE's provision of all merchandise and services at the CITY Property 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 Property regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive competitive youth rugby program for boys 8-18 and girls 8-11, which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the CITY Property, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

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

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

11. LICENSEE shall develop, organize and promote youth rugby leagues, tournaments, socials and member relations at the CITY Property.

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

ARTICLE 5 RESPONSIBILITIES OF CITY

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

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

ARTICLE 6 ACCOUNTING AND RECORD KEEPING PROCEDURES

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

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

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

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates and time of all its employees, volunteers or agents utilizing the CITY Property which shall at all times be available to CITY personnel.

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

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

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

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

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

**ARTICLE 9
INSURANCE**

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

**ARTICLE 10
INDEPENDENT CONTRACTOR**

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

**ARTICLE 11
DEFAULT AND DISPUTE RESOLUTION**

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

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

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

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

**ARTICLE 12
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as 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
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For LICENSEE:

Eric R. Aumann, President
1055 NE 43 Street
Oakland Park, FL 33334
Phone#: (954) 445-4241
Email: eaumann@bellsouth.net

**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.

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

C. For each rugby, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at the CITY Property, 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 Property but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to youth rugby leagues at the CITY Property, including the sale of attendant goods and services.

**ARTICLE 31
ENTIRE AGREEMENT AND INTERPRETATION**

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

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

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties

and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Morris

By: [Signature]
LAMAR FISHER, MAYOR

Christine Wadka

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 1st day of March, 2013, 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.

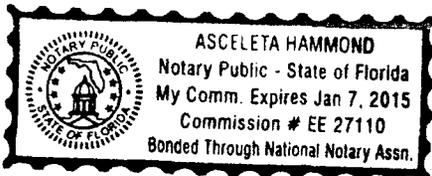
NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"LICENSEE":

Witnesses:

[Signature]

Print Name: SCOTT MOORE

[Signature]

Print Name: SARAH ALLEN

BROWARD RUGBY ASSOCIATION, INC.,
a Florida non-profit corporation

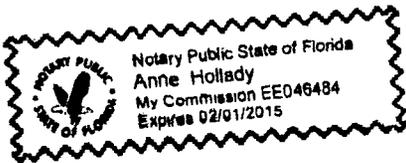
By: [Signature]
ERIC AUMANN, PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of Feb., 2013, by Eric Aumann, as President of Broward Rugby Association, Inc., a Florida non-profit corporation, who is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA



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

EE046484
Commission Number

FP/ds:jrm
10/9/12
l:agr/recr/2013-25f

EXHIBIT 1
Scope of Services
Broward Rugby Association, Inc.

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

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

Broward Rugby Association, 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 Broward Rugby Association, Inc. exclusive direction and control and not deemed employees or agents of the City of Pompano Beach

Broward Rugby Association, 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.

Broward Rugby Association, 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.

Broward Rugby Association, 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.

Broward Rugby Association, Inc. shall develop a comprehensive competitive and travel youth rugby program for youth of both sexes ages 8-18, which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the City of Pompano Beach Properties, Broward Rugby Association, 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.

Broward Rugby Association, 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.

Broward Rugby Association, 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. Broward Rugby Association, 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.

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

Broward Rugby Association, 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.

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Detail by Entity Name

Florida Non Profit Corporation

BROWARD RUGBY ASSOCIATION, INC.

This detail screen does not contain information about the 2013 Annual Report.
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.

Filing Information

Document Number N12000009159
FEI/EIN Number NONE
Date Filed 09/24/2012
State FL
Status ACTIVE

Principal Address

1055 NE 43RD STREET
OAKLAND PARK FL 33334

Mailing Address

1055 NE 43RD STREET
OAKLAND PARK FL 33334

Registered Agent Name & Address

MURPHY, JOHN
5390 NW 12TH AVENUE
FORT LAUDERDALE FL 33309 US

Officer/Director Detail

Name & Address

Title PD

AUMANN, ERIC
1055 NE 43RD STREET
OAKLAND PARK FL 33334

Title VD

CURTIS, GAVIN
845 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH FL 33441

Title SD

KRYNS, ROCCO
4800 N. STATE ROAD 7 #107
LAUDERDALE LAKES FL 33319

Title D

MURPHY, JOHN
5390 NW 12TH AVENUE
FORT LAUDERDALE FL 33309

Title D

KORNAHRENS, ROB
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

Title T

PEREZ, MATT
1055 NE 43RD STREET
OAKLAND PARK FL 33334

Annual Reports

No Annual Reports Filed

Document Images

09/24/2012 -- Domestic Non-Profit [View Image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

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**ARTICLES OF INCORPORATION FOR
BROWARD RUGBY ASSOCIATION, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

12 SEP 21 PM 4: 29

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name

The name of this corporation is: BROWARD RUGBY ASSOCIATION, INC. (hereinafter referred to as "Broward Rugby")

ARTICLE 2

Principal Office

The principal place of business and mailing address of Broward Rugby Association, Inc. shall be: 1055 NE 43rd Street, Oakland Park, FL 33334

ARTICLE 3

Purpose

Broward Rugby Association, Inc. is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 c (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

The purpose of Broward Rugby Association, Inc. is exclusively to foster national amateur rugby football competition, and primarily to conduct national and international rugby football competition and to support and develop amateur athletes for national and international amateur rugby competition, including but not limited to the following:

1. Foster and support youth amateur rugby teams to compete with other rugby football teams in Florida, the US and international levels.
2. Support games with and among national and international rugby football teams that travel to Broward County, Florida.
3. Support the Annual Broward Rugby Youth Rugby Football Festival and other rugby oriented events.
4. Make donations to qualified 501 (c) (3) organizations.

ARTICLE 4

Powers

The Broward Rugby Association, Inc. shall have all the powers of a corporation not for profit, which are not in conflict with the provisions of these articles or prohibited by law.

ARTICLE 5

Membership

The terms of admission to membership of Broward Rugby Association, Inc. and the amount and time of payment of fees due of members shall be provided for in the By-Laws.

ARTICLE 6
Board of Trustees

Broward Rugby Association, Inc. shall be governed by a Board of Trustees consisting of three persons or such greater number as may be provided in the By-Laws. The terms, removal or replacement of Trustees shall be followed as stated within the By-Laws. The initial members of the Board of Trustees of Broward Rugby Association, Inc. are as follows:

Eric Aumann, 1055 NE 43rd Street, Oakland Park, FL 33334
Gavin Curtis, 845 South Federal Highway, Deerfield Beach, FL 33441
Rocco Kryns, 4800 N. State Rd 7, Suite 107, Lauderdale Lakes, FL 33319
John Murphy, 5390 N.W. 12th Ave. Fort Lauderdale FL 33309
Rob Kornahrens, 1950 NW 22nd Street, Fort Lauderdale, FL 33311

ARTICLE 7
Officers

At the first annual meeting and at each annual meeting thereafter, the Officers of Broward Rugby Association, Inc. shall be elected as stated in the By-laws.

The Officers of Broward Rugby Association, Inc. shall be the President, Vice President, Secretary, and Treasurer. The Board may appoint such other officers and Assistant Officers as may be decided upon. The same person may hold two or more offices, the duties of which are not compatible, provided however, the office of President and Vice President shall not be held by the same person, nor the office of President, Secretary, or Assistant Secretary be held by the same person. The term of each office shall be one year or until their successors are elected.

The initial officers of Broward Rugby Association, Inc. who are to serve until their successors are elected are as follows:

- 1) Eric Aumann - President
- 2) Gavin Curtis - Vice President
- 3) Rocco Kryns - Secretary
- 4) Matt Perez - Treasurer

ARTICLE 8
Existence

Broward Rugby Association, Inc. shall have perpetual existence.

ARTICLE 9
By-Laws

The By-Laws of the Broward Rugby Association, Inc. are to be adopted by the initial board of trustees and may be altered, amended, or repealed by two-thirds (2/3) vote of the Board of Trustees present at the annual meeting or at any other meeting called specifically to alter, amend, or repeal the By-Laws.

ARTICLE 10
Amendments

These Articles of Incorporation may be altered, amended, or added to by a two-thirds (2/3) vote of the trustees of the Broward Rugby Association, Inc. present of the annual meeting.

ARTICLE 11
Prohibition of Political Activities

No substantial part of the activities of Broward Rugby Association, Inc. shall be the carrying out of prop-
aganda, or otherwise attempting to influence legislation, and Broward Rugby Association, Inc. shall not
participate in, intervene in (including the publishing or distribution of statements) any political campaign
on behalf of any candidate for public office.

ARTICLE 12
Disposition of Earnings of assets

No Part of the earnings of Broward Rugby Association, Inc. shall inure to the benefit of, or be distrib-
utable to its member, trustees, officers or other private persons, except that Broward Rugby Associa-
tion, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered and to
make payments and distributions in furtherance of the purposes set forth in Article 3 herein. in the event of
dissolution, the residual assets of Broward Rugby Association, Inc. will be turned over to one or more or-
ganizations which are themselves exempt as organizations described in section 501 (c) (3) of the Internal
Revenue Code or corresponding section of any prior or future law, or to the Federal, State, or Local
Government for a public purpose.

ARTICLE 13
Gender

Wherever the Male pronoun is used herein, it shall be understood to be the female pronoun if the con-
text or sex of the party referred to so requires .

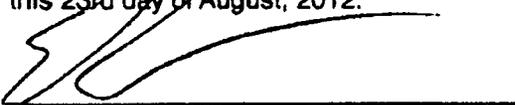
ARTICLE 14
Registered Agent and Street Address

Having been named the Registered Agent to accept service of process for the Broward Rugby Associa-
tion, Inc. at its principal place of business and registered office as designated in Article 2 herein, I am
familiar with, and accept the appointment as Registered Agent and agree to act in this capacity.

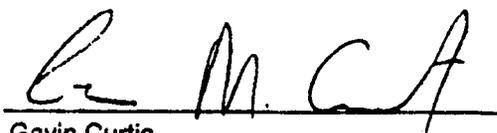

John Murphy
5390 N.W. 12th Ave. Fort Lauderdale FL 33309

ARTICLE 15
Incorporators

IN WITNESS WHEREOF, the undersigned Incorporators have executed these Articles of Incorporation
this 23rd day of August, 2012.


Eric R. Aumann
1055 NE 43rd Street
Oakland Park, FL 33334


Rocco Kryns
4800 N. State Rd 7, Suite 107
Lauderdale Lakes, FL 33319


Gavin Curtis
845 South Federal Highway
Deerfield Beach, FL 33441

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 SEP 24 PM 4: 29

EXHIBIT 2

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance	Limits of Liability		
GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate			
* Policy to be written on a claims incurred basis			
xx comprehensive form	bodily injury and property damage		
xx premises - operations	bodily injury and property damage		
___ explosion & collapse hazard			
xx underground hazard			
xx products/completed operations hazard	bodily injury and property damage combined		
xx contractual insurance	bodily injury and property damage combined		
xx broad form property damage	bodily injury and property damage combined		
xx independent contractors	personal injury		
xx personal injury			
xx sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		
AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.			
xx comprehensive form			
xx owned			
xx hired			
xx non-owned			
REAL & PERSONAL PROPERTY			
xx comprehensive form	Agent must show proof they have this coverage.		
EXCESS LIABILITY			
		Per Occurrence	Aggregate
xx other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
PROFESSIONAL LIABILITY			
		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

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

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

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

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

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

**Exhibit 2
Insurance
Broward Rugby Association Inc.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2016

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 DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER ESIX-Entertainment & Sports Insurance Experts 2727 Paces Ferry Road, Building T Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 678-324-3300 FAX (A/C, No): 678-324-3303 E-MAIL ADDRESS: esix@esixglobal.com
INSURED United States of America Rugby Football Union, Ltd 2655 Campus Drive Lafayette CO 80026	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company NAIC # 10120 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 28445213** **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 REQUIREMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOG <input checked="" type="checkbox"/> OTHER, Event		3ML00180-151	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXCLUSIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - FA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Sexual Abuse and Molestation		3ML00180-151	9/1/2015	9/1/2016	\$1,000,000 Any One Occurrence \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an additional insured, but only with respect to liability arising out of the Named Insured's activities or operations. Coverage applies to all club practices and games. No coverage applies for ANY tournament unless the tournament is sanctioned and pre-approved by USA Rugby. Participant Legal Liability coverage is included in the General Liability limit. The USA Rugby member club named below is a Name Insured as of the date of certificate issuance until policy expiration.

Broward Rugby Association/ Ft Lauderdale

CERTIFICATE HOLDER Broward Rugby Association/ Ft Lauderdale City of Pompano Beach 1801 NE 6th St Pompano Beach FL 33060	CANCELLATION 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 Patricia M. Beyer
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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your operations for an additional insured.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

