

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 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.

**Fiscal Impact: None at this time**

**Contract Term: March 1, 2016 – February 28, 2017**

**Summary of Purpose and Why:**

The agreement between the city and PBFC PAL Hammerheads, Inc. allows the use of various city owned facilities for organized sports programs and other recreational activities. The licensee will provide leadership, administrative and coaching services to the local competitive youth soccer program for the one year period of March 1, 2016 – February 28, 2017. The amendment to the agreement requires a minimum of 51% of the program participants be City of Pompano Beach residents.



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: Term – 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>Mark Beaudreau</u>
City Attorney	<u>2-11-16</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>2-10-16</u>	<u>Approve</u>	<u>[Signature]</u>
Internal Audit	<u>2-10-16</u>	<u>APPROVE</u>	<u>[Signature]</u>
X City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

**ACTION TAKEN BY COMMISSION:**

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

# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 16-A034

DATE: February 2, 2016

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – Second Extension and Amendment  
PBFC PAL Hammerheads, Inc. Agreement

Please place the attached resolution on the February 23, City Commission Agenda. The resolution is to execute the second extension and amendment to the license agreement with PBFC PAL Hammerheads, Inc. to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the city. The agreement allows the PBFC PAL Hammerheads to use various city owned facilities for their organized youth soccer programs. The amendment extends the original agreement for an additional one-year period, ending February 28, 2017. The amendment to the agreement is Article 24, Miscellaneous Terms and Conditions, which requires the licensee to promote the program to the citizens of Pompano Beach and now requires a minimum of 51% of the program participants be City of Pompano Beach residents.

The license agreement comes under the Strategic Plan – Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager

## Anne Hollady

---

**From:** Jonathan Nasser  
**Sent:** Monday, February 01, 2016 9:22 AM  
**To:** Anne Hollady  
**Subject:** FW: Contract Renewal

Below is PBFC confirmation to execute One year renewal.

## Jonathan Nasser, CPRP

*Interim Recreation Manager  
City of Pompano Beach  
Parks, Recreation and Cultural Arts Department  
954-786-4594 - Phone  
954-740-7278 - Cell  
954-786-4113 - fax*



"Calmness corrects a multitude of errors".

**From:** pbfc2007 [<mailto:pbfc2007@aol.com>]  
**Sent:** Monday, February 1, 2016 9:21 AM  
**To:** Jonathan Nasser <[Jonathan.Nasser@copbfl.com](mailto:Jonathan.Nasser@copbfl.com)>  
**Subject:** RE: Contract Renewal

Yes please

Sent from my T-Mobile 4G LTE Device

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

**From:** Jonathan Nasser <[Jonathan.Nasser@copbfl.com](mailto:Jonathan.Nasser@copbfl.com)>  
**Date:** 2/1/2016 8:53 AM (GMT-05:00)  
**To:** [pbfc2007@aol.com](mailto:pbfc2007@aol.com)  
**Subject:** Contract Renewal

Hello Jim,

Hope all is well. Can you please confirm with a "yes" that you wish to execute the one year renewal option for your agreement. Thanks!



**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 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.**

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

**SECTION 1.** That 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, 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 Second Extension and Amendment between the City of Pompano Beach and PBFC PAL Hammerheads 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**

FP/ds  
1/29/16  
l:reso/2016-122

**SECOND EXTENSION AND  
AMENDMENT TO AGREEMENT**

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**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

**PBFC PAL HAMMERHEADS INC.**, a Florida Not for Profit corporation, with offices located at 524 NE 6<sup>th</sup> Street, Pompano Beach, Florida 33060, 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 soccer leagues ("Original Agreement") which was approved by Resolution No. 2012-151; 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**, LICENSEE entered into a First Amendment and Extension to the original Agreement on March 3, 2015, approved by City Resolution No. 2015-194; and

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

**WITNESSETH:**

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

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

2. The Original Agreement effective March 1, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A" shall be extended for a second additional one (1) year term ending February 28, 2017.

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

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

...

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

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

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

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

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

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

(SEAL)

Approved As To Form:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

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

**PBFC PAL HAMMERHEADS INC.,** a Florida  
Not for Profit corporation

[Signature]  
Jonathan Wasser  
[Signature]  
Scott Moore

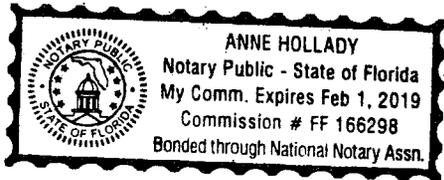
By: [Signature]  
JAMES R. ELDER, PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of February, 2016, by James R. Elder, President of PBFC PAL Hammerheads 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  
1/27/16  
L:agr/recr/2016-414f

Orig. 17

Exhibit A  
Original Agreement  
PBFC PAL Hammerheads, Inc.

RESOLUTION NO. 2015- 194

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 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.

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

SECTION 1. That a First 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, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

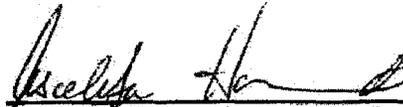
SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of February, 2015.

  
LAMAR FISHER, MAYOR

ATTEST:

  
ASCELETA HAMMOND, CITY CLERK

**FIRST EXTENSION AND  
AMENDMENT TO AGREEMENT**

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THIS AGREEMENT is entered into on the 3 day of March, 2015,  
by and between:

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

and

**PBFC PAL HAMMERHEADS, INC.**, a Florida nonprofit corporation, with offices located at 524 NE 6<sup>th</sup> Street, Pompano Beach, Florida 33060, hereinafter referred to as "LICENSEE."

**WHEREAS**, LICENSEE entered into a License Agreement with CITY to use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park to provide leadership, administrative and coaching services to the local competitive youth soccer program on March 1, 2012, ("Original Agreement"), and approved by Resolution No. 2012-151; and

**WHEREAS**, the LICENSEE has requested and CITY has agreed to extend the Original Agreement for an additional one-year period and amend the agreement.

**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, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term, ending February 28, 2016.

3. The Agreement between the parties is hereby amended by amending Article 4, "Responsibilities of Licensee," Paragraph 8, as follows:

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (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 two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator or his or her designee who has sole and absolute discretion whether to provide additional fields or facilities.

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

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

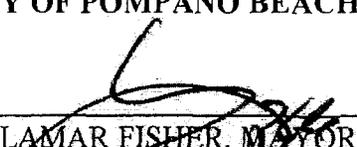
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

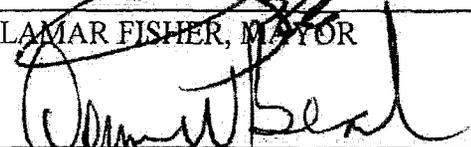
Witnesses:

**CITY OF POMPANO BEACH**

Betty J. Manes

By:   
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:   
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

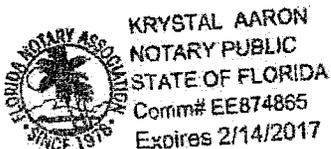
Approved As To Form:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 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:



Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA  
Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

**PBFC PAL HAMMERHEADS, INC.,** a Florida non-profit corporation

L. Grinion

By: James R. Elder  
JAMES R. ELDER, President

L. GRINION  
Print or Type Name

Albert Syptide  
ALBERT SYPIDE  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2015, by James R. Elder as President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

*Victoria M. Lopez*  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION # FF 087334  
EXPIRES: March 2, 2018  
Bonded Third Notary Public Underwriters  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm  
2/12/15  
L:agr/recr/2015-551

**Exhibit A**

RESOLUTION NO. 2012-151

**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 PBFC PAL HAMMERHEADS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH SOCCER LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** That a License Agreement between the City of Pompano Beach and PBFC PAL Hammerheads, Inc., to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the City, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

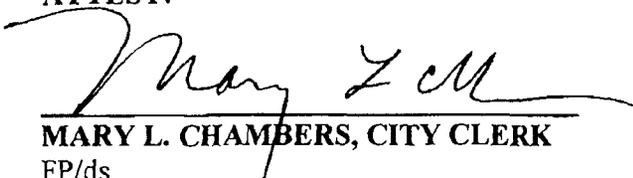
**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and PBFC PAL Hammerheads, Inc.

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

**PASSED AND ADOPTED** this 28th day of February, 2012.

  
LAMAR FISHER, MAYOR

ATTEST:

  
MARY L. CHAMBERS, CITY CLERK

FP/ds

2/3/12

l:reso/2012-161f

**City of Pompano Beach**

**LICENSE AGREEMENT**

**with**

**PBFC PAL Hammerheads, Inc.**

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Exhibit 2      Insurance Requirements

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”), entered into this   1st   day of   March  , 2012, by and between:

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

and

**PBFC PAL HAMMERHEADS, 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 soccer leagues in the community; 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 multi-purpose field at Community Park and the football/soccer field at North Pompano Park owned and maintained by the CITY (hereinafter collectively the “CITY PROPERTIES”) to provide the leadership, administrative and coaching services to the local competitive youth soccer program (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 PBFC PAL Hammerheads, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. PBFC PAL Hammerheads, 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 PBFC PAL Hammerheads, 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 PBFC PAL Hammerheads, 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 PBFC PAL Hammerheads, 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 soccer 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 competitive youth soccer program to be offered at the CITY PROPERTIES for a term of three (3) years, commencing Mar. 1, 2012, and ending Feb. 28, 2015. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

**ARTICLE 4  
RESPONSIBILITIES OF LICENSEE**

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

Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

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

1. LICENSEE shall plan, administer and coordinate all aspects of the competitive youth soccer leagues at the CITY PROPERTIES, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

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

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

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

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

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

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

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (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 two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional fields or facilities.

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

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

11. LICENSEE shall develop, organize and promote competitive youth soccer leagues, tournaments, socials and member relations at the CITY PROPERTIES.

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

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

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

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

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

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

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

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

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates, times and location of all youth soccer participants utilizing the CITY PROPERTIES which shall at all times be available to CITY personnel.

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

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

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

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

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

**ARTICLE 9  
INSURANCE**

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

**ARTICLE 10  
INDEPENDENT CONTRACTOR**

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

**ARTICLE 11  
DEFAULT AND DISPUTE RESOLUTION**

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

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

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

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

**ARTICLE 12  
ANNUAL PERFORMANCE GOALS AND EVALUATION**

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

**ARTICLE 13  
TERMINATION**

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

**ARTICLE 14  
EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 15  
PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 16  
NOTICES AND DEMANDS**

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

**For CITY:**

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

**With a copy to:**

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

**For LICENSEE:**

James R. Elder, President  
PBFBC PAL Hammerheads, Inc.  
2049 SE 16 Court  
Lauderdale by the Sea, FL 33062  
[PBFC2007@aol.com](mailto:PBFC2007@aol.com)  
(954) 941-4038 phone

**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.

James R. Elder shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 19  
NO CONTINGENT FEE**

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

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

**ARTICLE 20  
ATTORNEY'S FEES**

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

**ARTICLE 21  
FORCE MAJEURE**

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

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

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

**ARTICLE 22  
WAIVER AND MODIFICATION**

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

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

**ARTICLE 23  
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

C. For each soccer coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at CITY PROPERTIES, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from U.S. Soccer 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 sixteen (16) hours of youth instruction each year of this Agreement.

#### **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 29  
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the CITY PROPERTIES but rather a license granted to LICENSEE by CITY to provide the youth soccer leadership, administrative and coaching services contemplated herein, including the sale of attendant goods and services.

**ARTICLE 30  
ENTIRE AGREEMENT AND INTERPRETATION**

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

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

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

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

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

Betty Jones

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

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, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

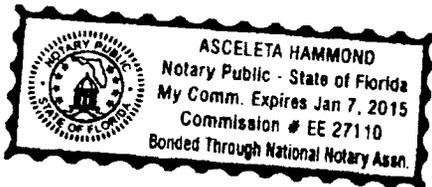
NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**"LICENSEE":**

Witnesses:

**PBFC PAL HAMMERHEADS, INC.**, a Florida non-profit corporation

[Handwritten Signature]  
[Handwritten Signature]

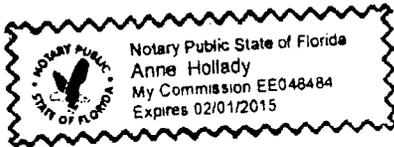
By: [Handwritten Signature]  
James R. Elder, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument ~~was~~ acknowledged before me this 16 day of Feb, 2012, by James R. Elder, President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He 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)

EE046484  
Commission Number

2/3/12  
l:agr/recr/2012-431f

## **EXHIBIT 1**

**Scope of Services for License Agreement (“Agreement”)  
between  
City of Pompano Beach (“CITY”) and PBFC Hammerheads, Inc.  
 (“LICENSEE”)**

- Provide a 6 month competitive soccer program for youth ages 6-18 through the guidance of USA Soccer;
- Plan, administer, coordinate, supervise and staff all aspects of the Soccer Program, including day to day operations, tournaments and member relations;
- Provide a schedule of upcoming practices, tournaments and scrimmages in a timely manner;
- Provide U.S. Soccer coaches that have been cleared through U.S. Soccer's background check;
- Maintain an open line of communication with Athletics Staff; and
- Record and preserve complete and accurate records for all activities and revenues generated under the Agreement, including attendance logs that provide the names, dates, times and location of all participants utilizing the CITY PROPERTIES.

**CITY OF POMPANO BEACH  
INDEPENDENT GROUP USE REQUEST**

Independent Group Name: ***PBFC PAL Hammerheads, Inc.***

Brief Description of Program:

***Competitive youth soccer program.***

Specific Dates of Program: ***January 2012-July 2012***

Field users must attach an approved weekly schedule.

Requested Facility/Fields

***Multi-purpose field at Community Park, North Pompano Park football/soccer field.***

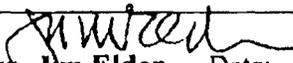
Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) **May require Public Event Permit**

***None at this time.***

Scheduling Contact Person: ***Jim Elder***

Phone #: ***954-941-4038***

Email Address: ***PBFC2007@aol.com***

Submitted By:  ***Jim Elder*** Date: *12-23-11*

Approved By:  Date: *12-23-11*

## PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS

PRACTICES – TUESDAYS FROM 6PM UNTIL 9PM  
SATURDAYS FROM 10AM UNTIL 1PM

TOURNAMENTS – FEASIBILITY UNKNOWN DUE TO CITIES FIELD  
AVAILABILITY. IN ORDER TO RELOCATE PBFC 3V3  
TOURNAMENT, USE OF BASEBALL OUTFIELDS WOULD  
BE REQUIRED. TOURNAMENT CURRENTLY HELD IN  
COOPER CITY AND PREVIOUSLY HELD IN  
LAUDERDALE LAKES. TOURNAMENT IS POSSIBLE THE  
PERMISSION TO USE FIELDS.

SPECIAL SERVICES – PRIOR TO TOURNAMENTS, THE LINING OF THE  
FIELD FOR 3V3 PRACTICE. FIELDS DIMENSIONS  
ARE 30 YARDS BY 40 YARDS.

LIGHTING OF FIELD FOR TRAINING ON  
TUESDAYS.

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

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		
<b>GENERAL LIABILITY:</b>	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		
<b>AUTOMOBILE LIABILITY:</b>			
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			
<b>REAL &amp; PERSONAL PROPERTY</b>			
xx comprehensive form	Agent must show proof they have this coverage.		
<b>EXCESS LIABILITY</b>			
		Per Occurrence	Aggregate
xx other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
<b>PROFESSIONAL LIABILITY</b>			
— * Policy to be written on a claims made basis			Per Occurrence
		\$1,000,000	Aggregate
		\$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.





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In association with the Broward Sheriff's Office - Police Athletic League  
PBFC2007@aol.com

September 8, 2011

City of Pompano Beach  
Parks and Recreational Division

RE: Annual Sports Agreement

To Whom it May Concern:

This is to advise that PBFC PAL Hammerheads Inc. does not have a corporate seal. If there are any questions regarding this issue you can contact me at (954)461-4517 or by email.

Respectfully,

James Elder

President

[www.PBFC-Hammerheads.com](http://www.PBFC-Hammerheads.com)

**Received**

Date

9-12-11

By:

Anne H.

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.

Pompano Beach, Florida 33062



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In association with Broward Sheriff's Office - Police Athletic League  
PBFC2007@aol.com

[www.PBFC-HAMMERHEADS.com](http://www.PBFC-HAMMERHEADS.com)

August 1, 2011

City of Pompano Beach  
Parks and Recreation Dept.  
RE: Background Database Queries

Dear Mr. Nasser:

Please be advised that we have submitted the following individuals names to be cross checked for criminal histories in NCIC. This request was made to the Broward Sheriff's Office. Once the results are received, they will be forwarded to you.

James Elder  
VP Brian Horn  
Sec. Scott Bejlovec  
Treasurer Laura Montenaro

Coaches:

Richard George	Chris Bentley	Robert Raynor
Matthew Elder	Jerome Freeman	Michael Stuart

Respectfully,

James Elder  
President

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.



*Pride in Service with Integrity*

Date: 8/15/11

To: Whom it may concern

From: Deputy C. Ingram and K. Bolling (BSO/PAL Representative)

Subject: Criminal Records Checks (PBFC-Hammerheads)

A criminal history check has been conducted on the following individual volunteer coaches as per the Broward Sheriff's Office/ PAL League. Be advised that information obtained is confidential and strictly for the use of determining the eligibility of the individual as a volunteer coach in the PAL League.

If an individual is cleared by BSO/PAL, it does not confirm that there is no criminal history relating to the individual, however, it does constitute that there are no convictions, pleas of guilt or no contest (regardless of adjudication) for any sex offenses – (lifetime), violent felonies – (within 7 years), violent misdemeanors - including domestic violence and battery offenses (within the last 7 years), misdemeanor drug offenses – to include sale, delivery, and distribution (within the last 7 years), nor any misdemeanors relating to children (within the last 7 years).

The individual may dispute the status of the clearance by requesting a copy of public records background information at the appropriate law enforcement agency.

James Elder 8/31/61	PASS	Brian Horn 1/21/67	PASS
Scott Bejlovec 7/1/60	PASS	Chris Bentley 5/20/70	PASS
Laura Montenaro 8/7/59	PASS	Richard George 2/16/72	PASS
Robert Raynor 5/13/69	PASS	Jerome Freeman 1/20/67	PASS
Matthew Elder 9/21/93	PASS	Michael Stuart 7/31/66	PASS

BSO/PAL  
Deputy C. Ingram  
Deputy K. Bolling

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 22 2007**

PBFC PAL HAMMERHEADS INC  
C/O JAMES ELDER  
2049 SE 16TH CT  
POMPANO BEACH, FL 33062

Employer Identification Number:  
02-0804617  
DLN:  
17053121040007  
Contact Person:  
BENJAMIN L DAVIS ID# 31465  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
January 31  
Public Charity Status: .  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 9, 2007  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
January 31, 2012

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

**Exhibit 1**



**2015 PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS  
FEBRUARY 11, 2015**

**PRACTICES:**

MONDAY – 6PM TO 9PM LIGHTS REQUIRED

WEDNESDAY – 6PM TO 9PM LIGHTS REQUIRED

SATURDAY – 9AM TO 12PM OR 5PM TO 8PM, LIGHTS REQUIRED AT NIGHT

**TOURNAMENTS:**

2 TOURNAMENTS

WINTER EVENT

SPRING EVENT

ENTIRE WEEKEND

USE OF COMPLEX FOR ALL FIELDS NECESSARY

FIELDS MUST BE LINED IN ACCORDANCE TO EVENT COORDINATOR

SERVICES (BATHROOMS, GARBAGE) MUST BE MAINTAINED

**GAMES:**

WEEKEND AND NIGHT FIELD USAGE FOR GAMES AND LEAGUE PLAY. NOTICE OF SCHEDULE WILL BE PROVIDED ONCE RECEIVED.

NOTIFICATION FOR GAMES WILL BE PROVIDED AS SOON AS RECEIVED FROM OPPOSING TEAM OR SCHEDULER.

**SPECIAL SERVICES:**

LINING OF THE FIELD FOR FULL SIDED GAMES

LINING OF FIELD FOR 3V3 PRACTICE, WHEN REQUESTED

LIGHTING OF COMPLEX PRIOR TO DUSK WHEN NECESSARY

WHEN AVAILABLE WITH THE CITY OF POMPANO

***The fields for the program will be scheduled per staff from the Parks, Recreation and Cultural Arts Department of the City of Pompano Beach.***

**PBFC PAL Hammerheads, Inc.  
2016 Roster**

Last Name	First Name	Address	City
Almond	Gabriell	535 Oaks Dr. #109 bld 111	Pompano Beach
Alsono	David	107 NE 8 St #2	Pompano Beach
Arriaran	Travis	151 SE 7 Street	Pompano Beach
Arriaran	Tyler	151 SE 7 Street	Pompano Beach
Barrientos	Ramon	535 Oaks Dr #109 Bldg 11	Pompano Beach
Bennett	Jonah	941 SE 9 Av	Pompano Beach
Bennett	Lorelei	941 SE 9 Ave	Pompano Beach
Bolanos	Jose	201 NW 38 CT	Pompano Beach
Bouzas	Juan	6520 NW 41 Terr	Coconut Creek
Casas	Carlos	401 NW 52nd Street	Oakland Park
Casas	Melissa	401 NW 52nd Street	Oakland Park
Cillo	Alexandra	3041 NE 47 St	Ft Lauderdale
Costa	Anthony	1420 NE 44 St	Pompano Beach
Cuadrado	Sebastian	2460 SE 7 St	Pompano Beach
Day	Caden	440 SW 18 Ct	Pompano Beach
Delgado	Juan	4857 NE 15 Ave	Pompano Beach
Delva	John	309 SE 12 Ave	Pompano Beach
Denhard	Cole	2390 NE 14 Terr	Pompano Beach
Elder	Maddi	2049 Windward Drive	Lauderdale by the Se
Elder	Stephanie	2049 Windward Drive	Lauderdale by the Se
Etienne	Schneider	907 SW 15 St #203	Pompano Beach
Fonseca	Thiago*	3753 Carambola Circle N	Coconut Creek
Frabetti	Gabriel	2230 N Cypress Bend Dr 10	Pompano Beach
Gagnaire	Gabriel	2645 SE 3 St	Pompano Beach
Garcia	Guillermo	790 SE 5 Ct	Pompano Beach
Gobea	Dilan	2740 SE 2 Ct	Pompano Beach
Gobea	Marina	2740 SE 2 Ct	Pompano Beach
Hageman	Matthew*	4229 NW 5 Drive	Deerfield Beach
Hunter	Michael	1353 Middle River Dr	Fort Lauderdale
Jaimes	Elena	601 N Rio Vista Blvd #213	Fort Lauderdale
Jannotta	Zach	1135 SW 20 ST	BOCA RATON
Jaramillo	Edward	141 NW 20 St	Pompano Beach
Jordan	Jake	5456 NW 5 Ave	Ft. Lauderdale
Kohlman	William	4000 NE 23 Terrace	Lighthouse Point

Last Name	First Name	Address	City
Ledoux	Miguerson	371 NE 26 Court	Pompano Beach
Llovet	Christopher	300 SE 11Ave	Pompano Beach
Loesel	Thomas	2641 NE 23 St	Pompano Beach
Lynch	Cole	2831 NE 22 Ct	Pompano Beach
Lynch	Patrick	2831 NE 22 Ct	Pompano Beach
MacCean	Brian	907 SW 15 ST #308	Pompano Beach
Martinez	Javy	1743 SW 6th Drive	Pompano Beach
Mildor	Leonardo	113 NE 5 ST #5	Pompano Beach
Molina	Alejandro	3323 NW 15th TR	Pompano Beach
Molina	Anthony	3323 NW 15 Terr	Pompano Beach
Molineux	Logan	4271 NE 24 Ave	Lighthouse Point
Molineux	Skye	4721 NE 24 Ave	Lighthouse Point
Moulton	Jonathan	3650 Inverrary Dr. #G21	Lauderhill
Munoz	Kevin	2605 SE 3 Street	Pompano Beach
Ocejo	Daniel	8196 NW 128 Lane	Parkland
Ocejo	Gabriel	8196 NW 128 Lane	Parkland
Orow	Nick	1019 NE 8 Street	Pompano Beach
Ortiz	Sofia	560 E McNab Rd #202	Pompano Beach
Pabon	Ricky	2906 NE 22 Court	Pompano Beach
Pierre	Watson*	1840 NW 2 Ave	Pompano Beach
Rebelo	Maddalena	500 NE 3 St	Pompano Beach
Rens	Storm	4501 Mimosa Terr 1406	Coconut Creek
Ridgley	Daynah	4901 SW 12 St	Margate
Ridgley	Tyler	4901 SW 12 St	Margate
Santana	Stanley	433 SW 2 St #2	Pompano Beach
Siddique	Ahmed	2691 South Course Dr #11	Pompano Beach
Siddique	Ali	2691 South Course Dr. #11	Pompano Beach
Suarez	Andrew	5352 NE 6th Ave 9E	Oakland Park
Telicien	Kenson*	420 NW 4th Ct #1	Pompano Beach
Thomas	Christian	989 Hillsboro Mile	Hillsboro Beach
Torres	Christian	1074 S. Military Trail #106	Pompano Beach
Torres	Nicole	1074 S. Military Train #106	Pompano Beach
Wickham	Hannah	6801 NW 28 Ave	Ft. Lauderdale
Total	67		

**Total Participants – 67**  
**Pompano Beach Residents = 43**  
**Nonresidents = 24**