

REQUESTED COMMISSION ACTION:

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

SHORT TITLE An ordinance of the City Commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a license agreement between the City of Pompano Beach and Bluewater Movements, Inc. for the Pompano Beach Saltwater Circuit.

Fiscal Impact: \$43,659.63 In-kind Services 3 events/year (May, June, August)
Contract Term: 3 years – May 4, 2016 – August 5, 2018

Summary of Purpose and Why:

The license agreement between Bluewater Movements, Inc. and the City is for the licensee to conduct its annual Pompano Beach Saltwater Circuit that showcases local fishing culture and includes a kick-off party, boat check-out, weigh-in station, awards banquet, brunch activities, entertainment, food, beverage and merchandise sales, and other related activities. The contractor will hold the annual Pompano Beach Saltwater Circuit activities at the Emma Lou Olson Civic Center and possibly Hillsboro Inlet Park or Alsdorf Park. The Pompano Beach Saltwater Circuit is held three times a year in May, June and August.



Great Places, Initiative 2.4: Position Pompano Beach as an outstanding destination for sports related activities.

- (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: May 4, 2016 – August 5, 2018
- (4) Fiscal impact and source of funding: In-Kind Services \$43,659.63 – 3 events/year (May, June, August)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	3-9-16	Approve	<i>Mark A. Beaudreau</i>
City Attorney	3-10-16	✓	<i>[Signature]</i>
Risk Management	3-10-16	✓	<i>[Signature]</i>
Internal Audit	3-9-16	APPROVE	<i>[Signature]</i>
X City Manager	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>Mar 22, 2016</u>	1 st Reading _____	Results: _____
2 nd Reading <u>April 12, 2016</u>	_____	Results: _____



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 16-A045

DATE: March 9, 2016
TO: Dennis Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator *ms*
SUBJECT: Ordinance - License Agreement with Bluewater Movements, Inc.

Please place the attached ordinance for the license agreement with Bluewater Movements, Inc. on the March 22, City Commission Agenda. The ordinance was advertised for Public Hearing in the Sun Sentinel. The license agreement is for Bluewater Movements to conduct its annual Pompano Beach Saltwater Circuit, which showcases local fishing culture and includes a kick-off party, boat check-out, weigh-in station, awards banquet, brunch activities, entertainment, food, beverage and merchandise sales, and other related activities. The annual Pompano Beach Saltwater Circuit activities will be held at the Emma Lou Olson Civic Center and possibly Hillsboro Inlet Park or Alsdorf Park. The Pompano Beach Saltwater Circuit is held three times a year in May, June and August. The license agreement is for a term of three years beginning with the May 2016 event and terminating after the August 2018 event. The City will provide in-kind services of \$43,659.63 for the events and Bluewater Movements will feature the City as a Title Sponsor of the Pompano Beach Saltwater Circuit, with an estimated value of \$100,000.

If you have any questions regarding the license agreement with Bluewater Movements, Inc. please do not hesitate to call me.

afh

cc: Cynthia Kitts, Recreation Manager



City Attorney's Communication #2016-561
March 1, 2016

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: Bluewater Movements, Inc.

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE 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 BLUEWATER MOVEMENTS, INC. FOR THE POMPANO BEACH SALTWATER CIRCUIT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

FAWN POWERS

l:cor/recr/2016-561f
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE 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 BLUEWATER MOVEMENTS, INC. FOR THE POMPANO BEACH SALTWATER CIRCUIT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Bluewater Movements, Inc., a copy of which Agreement is attached hereto and incorporated herein 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.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FP/ds
3/2/16
L:ord/2015-411f

City of Pompano Beach

LICENSE AGREEMENT

with

Bluewater Movements, Inc.

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THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2016, by and between:

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

and

BLUEWATER MOVEMENTS, INC., a Florida corporation (hereinafter “CONTRACTOR”).

WHEREAS, for the next three (3) years, CONTRACTOR desires to utilize the CITY’s Civic Center and possibly Hillsboro Inlet Park or Alsdorf Park (collectively the “Properties” depicted respectively in Exhibits 1A-C) to conduct its annual Pompano Beach Saltwater Circuit that showcases local fishing culture and includes a kick-off party, boat check-out, weigh-in station, awards banquet, brunch activities, entertainment, food, beverage and merchandise sales, and other related activities (collectively the “Circuit activities” described in Exhibits 2A and B);

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR to provide Circuit activities at the Properties is in the best interest of the public; and

WHEREAS, CITY and CONTRACTOR 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, CITY and CONTRACTOR agree as follows.

**ARTICLE 1
REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to CONTRACTOR, which CITY acknowledges CONTRACTOR 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. CONTRACTOR shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Recreation Program Administrator.

B. **Representations of Bluewater Movements, Inc.** CONTRACTOR makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. Bluewater Movements, Inc. is a Florida for 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. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause CONTRACTOR to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of Bluewater Movements, Inc. is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

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

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

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of CONTRACTOR or others authorized by CONTRACTOR under this Agreement.

7. CONTRACTOR 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 activities in a professional, reputable manner.

8. CONTRACTOR agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and CONTRACTOR 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 without prior written approval from CITY.

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

C. 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. In the event of CONTRACTOR'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 CONTRACTOR hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement shall extend over a three (3) year period with no renewal option and shall only be effective for the specific dates provided for in this Article.

Set up for the Circuit activities shall commence at 7:00 a.m. on the date listed below and clean up shall be complete by 8:00 p.m. on the date listed below.

Circuit Dates

- May 4, 2016 – May 8, 2016
- June 8, 2016 – June 12, 2016
- August 3, 2016 – August 7, 2016
- May 10, 2017 – May 14, 2017
- June 7, 2017 – June 11, 2017
- August 2, 2017 – August 6, 2017
- May 2, 2018 – May 6, 2018
- June 6, 2018 – June 10, 2018
- August 1, 2018 – August 5, 2018

If circumstances beyond the control of either party, such as those set forth in Article 19 herein, prevent or delay either party from timely performance of their obligations hereunder, both parties agree to cooperatively work together towards scheduling a reasonable alternative date.

**ARTICLE 4
RECORDKEEPING, INSPECTION
AND AUDIT PROCEDURES**

CONTRACTOR shall act in accordance with the recordkeeping, inspection and audit procedures set forth in Exhibit 3.

**ARTICLE 5
RESPONSIBILITIES OF CONTRACTOR**

A. A minimum of fourteen (14) days and prior to commencing any of the set up Circuit activities under this Agreement, CONTRACTOR shall be required to obtain the written approval of both the CITY's Contract Administrator and other reviewing CITY departments of both the final Site Plan and Schedule of Events.

A minimum of thirty (30) days prior to the set up date(s) listed in Article 3 herein, CONTRACTOR shall annually submit the following documentation for CITY's review and approval:

1. A proposed final detailed Schedule of Events;
2. A description of all Circuit activities and events to occur on the Properties during the term of this license;
3. A proposed final Site Plan(s) for the Civic Center and either Alsdorf or Hillsboro Inlet Park if CONTRACTOR utilizes the option to conduct weigh-in activities at one of said Parks, which depicts the location of all booths, stages, display areas, port-o-lets, parking, etc., which shall be subject to the approval of the CITY departments authorized to require revisions to same; and
4. Any other information or documentation reasonably required by CITY to confirm CONTRACTOR's compliance with this Agreement.

B. Protection of Properties. CONTRACTOR shall take no action which would cause damage to the Properties and, in this regard, shall place all booths, stages, vendors, port-o-lets, etc. in locations which will not cause damage to the landscaping, foliage or other part(s) of the Properties.

If any damage to the Properties is caused by Circuit activities, CONTRACTOR understands and agrees that CITY will perform any and all required remedial work and CONTRACTOR shall be required to reimburse CITY for same within two weeks of receipt of CITY's detailed written invoice for same.

C. Clean up of Properties. CONTRACTOR shall be responsible for clean up of the Properties and removal of all debris and trash during and after Circuit activities in accordance

with Article 3 above, including dismantling, clean up and removal of any booths, tents, supplies, equipment, stages, display areas, port-o-lets, or any other temporary facility.

D. City Booth. During the Circuit activities, CONTRACTOR shall provide CITY a standard size booth in the main vendor tent or other mutually acceptable location for CITY's own use.

E. CONTRACTOR Responsible for all Contracts. CONTRACTOR agrees to be solely responsible for all contracts or agreements of any nature for the Circuit activities. All contracts shall be negotiated by CONTRACTOR and secured at CONTRACTOR's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Circuit activities. CONTRACTOR represents and warrants that prior to the Circuit activities, CONTRACTOR shall have secured all necessary performing rights and licenses.

In addition, CONTRACTOR shall ensure that all performance payments required to be made under such licenses are made promptly and appropriately paid.

F. Concession Rights. During Circuit activities and to the extent permitted by law and City Code, CONTRACTOR shall have exclusive concessionaire rights on the Properties and agrees to comply with the CITY's Policy for the Sale of Alcohol attached as Exhibit 4.

G. Required Licenses and Permits. CONTRACTOR, at its own expense, shall obtain and provide CITY a copy of all licenses and permits required for the Circuit activities on the Properties a minimum of three (3) business days prior to set up. In particular, CONTRACTOR shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department.

H. Compliance With all Laws. In the conduct of its activities under this License Agreement, CONTRACTOR shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act with respect to all ramping. Ignorance on CONTRACTOR's part shall in no way relieve CONTRACTOR from this responsibility. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County and the CITY.

I. Emergency Access. CONTRACTOR agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Circuit activities. If, in the course of CONTRACTOR's operations, CITY or its officers, agents and employees become aware of any condition on the Properties which may be dangerous, upon being notified, CONTRACTOR shall immediately correct such condition or cease operations so as not to endanger persons or Properties.

J. Waste and Recycling. CONTRACTOR shall ensure all waste from the Fishing Circuit is placed in waste receptacles provided by the CITY. CONTRACTOR agrees to utilize

its best efforts to recycle materials in the recycling containers provided by the CITY for this purpose.

K. CONTRACTOR, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement.

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

M. CONTRACTOR shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

N. CONTRACTOR shall be responsible to ensure that all its employees, other agents or representatives are suitable in terms of general character, knowledge, ability, manner and conduct.

O. CONTRACTOR shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

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

Q. CONTRACTOR agrees to provide CITY the in-kind benefits detailed in Exhibit 5 attached hereto and made a part hereof

ARTICLE 6 RESPONSIBILITIES OF CITY

A. CITY shall conduct a final inspection immediately prior to the Circuit activities each year to ensure that the locations of booths, port-o-lets, stages, etc. are in accordance with the final Site Plan approved by the CITY.

B. CITY shall provide free parking for Circuit activities at the Civic Center and on the areas outlined on Exhibits 1B and 1C.

C. CITY shall provide a trash truck and sufficient waste and recycling receptacles for proper disposal of all waste and recycle materials resulting from Circuit activities.

D. CITY shall annually furnish the supplies, equipment, facilities and personnel listed in Exhibit 6, which shall change annually to comport with the CITY's current costs for salaries and other related expenditures.

**ARTICLE 7
MISCELLANEOUS TERMS AND CONDITIONS**

A. CONTRACTOR's Responsibility for Damage or Loss of CITY Properties. A representative of the CITY and CONTRACTOR shall annually inspect and document by photographs the condition of the Properties prior to set up and after cleanup of Circuit activities. CITY expects the Properties to be restored to the same condition which existed prior to set up of the Circuit activities.

If the Properties or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and CONTRACTOR shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

B. No Leasehold: Properties "As Is". CONTRACTOR and CITY intend this Agreement shall be a license and privilege and that no leasehold or other interest in the Properties is conferred upon the CONTRACTOR hereunder. CONTRACTOR takes the Properties in "as is" condition.

C. Articles Left on Premises. CONTRACTOR understands and agrees that the CITY shall not in any way be responsible for any personal Properties of Circuit patrons or CONTRACTOR, its contractors, sub-contractors, representative or other agents, which is left on the Properties and that CONTRACTOR bears any and all risks of loss. Any article(s) remaining on the Properties at the conclusion of Circuit activities each year shall become the Properties of the CITY.

D. CITY's Right Make Improvements, Modify the Properties and the Number and Manner of Streets Closures. Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Properties, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. CONTRACTOR agrees to make adjustment to any such changes implemented by CITY.

**ARTICLE 8
INDEMNIFICATION OF CITY**

A. CONTRACTOR shall at all times indemnify, hold harmless and defend the CITY and its authorized agents hereunder from and against any and all claims, demands, suit,

damages, attorneys' fees, fines, penalties, defense costs or liabilities arising as a direct result of CONTRACTOR's officers, employees, agents, volunteers or contractors or other agents' negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Properties except that CONTRACTOR shall not be liable under this Article for damages arising out of injury or damage to persons or Properties arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by CONTRACTOR for any causes of action CONTRACTOR has or may have for breaches or defaults by the CITY under this Agreement.

B. CONTRACTOR acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by CONTRACTOR. The parties agree that one percent (1%) of the total in-kind benefits provided to CONTRACTOR by CITY as set forth in Exhibit 6 shall constitute specific consideration to CONTRACTOR for the indemnification provided under this Article. These provisions shall survive expiration or early termination of this Agreement.

C. CONTRACTOR shall be solely responsible for insuring all stock, inventory, monies or other personal Properties at the Properties against damage or loss of any nature or kind. CONTRACTOR acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal Properties placed at the Properties and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or Properties which may be sustained by reason of CONTRACTOR's presence and occupancy at the Properties.

D. The indemnification provisions of this Article shall survive the termination of this Agreement.

ARTICLE 9 INSURANCE

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 7 attached hereto and made a part hereof and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for CONTRACTOR's employees, agents or other representatives performing

obligations of CONTRACTOR hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

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 from the other in accordance with Article 14 herein.

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 this Article.

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, it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

ARTICLE 12
NO DISCRIMINATION

During the performance of this Agreement, CONTRACTOR agrees not to discriminate against its or CITY's employees, contractors, subcontractors, or patrons of the Properties, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, however, with justifiable cause, CONTRACTOR maintains the right to refuse Circuit patrons participation in Circuit activities.

**ARTICLE 13
PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 14
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
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
954-786-4191 office
954-786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
954-786-4034 office
954-786-4113 fax

For CONTRACTOR:

James Bunn II
2681 NE 22 Court
Pompano Beach, Florida 33062
jbunn@bluewatermovements.com
954 725 4010 office
954 725 4070 fax

**ARTICLE 15
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR 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.

B. 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 16
CONTRACT ADMINISTRATOR**

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. James Bunn II shall serve as CONTRACTOR's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR'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 18
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 19
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 CONTRACTOR 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 20
WAIVER AND MODIFICATION**

A. 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.

B. CITY and CONTRACTOR 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 21
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 22
APPROVALS**

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

**ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST**

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

**ARTICLE 24
BINDING EFFECT**

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

**ARTICLE 25
LICENSE NOT LEASE**

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Properties but rather a license granted to CONTRACTOR by CITY to provide the Circuit activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises.

**ARTICLE 26
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 27
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 CONTRACTOR 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 7

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
XX	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

In an amount acceptable to the City's Risk Manager

- XX comprehensive form
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

— other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

— * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

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

"CONTRACTOR":

Witnesses:

BLUEWATER MOVEMENTS, INC, a Florida for profit corporation

[Signature]
Print Name: Jonathan Nasser

By: [Signature] JAMES BUNN II

[Signature]
Print Name: Kate Belcher

Title: OWNER / PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

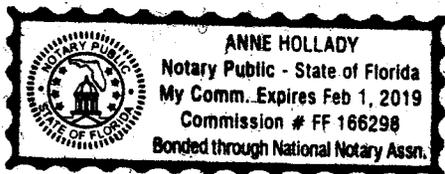
The foregoing instrument was acknowledged before me this 8 day of March, 2016, by James Bunn II as a Director of Bluewater Movements, Inc. who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number



3/1/16
l:agr/recre/2016-581f

Exhibit 1A
Map of Civic Center

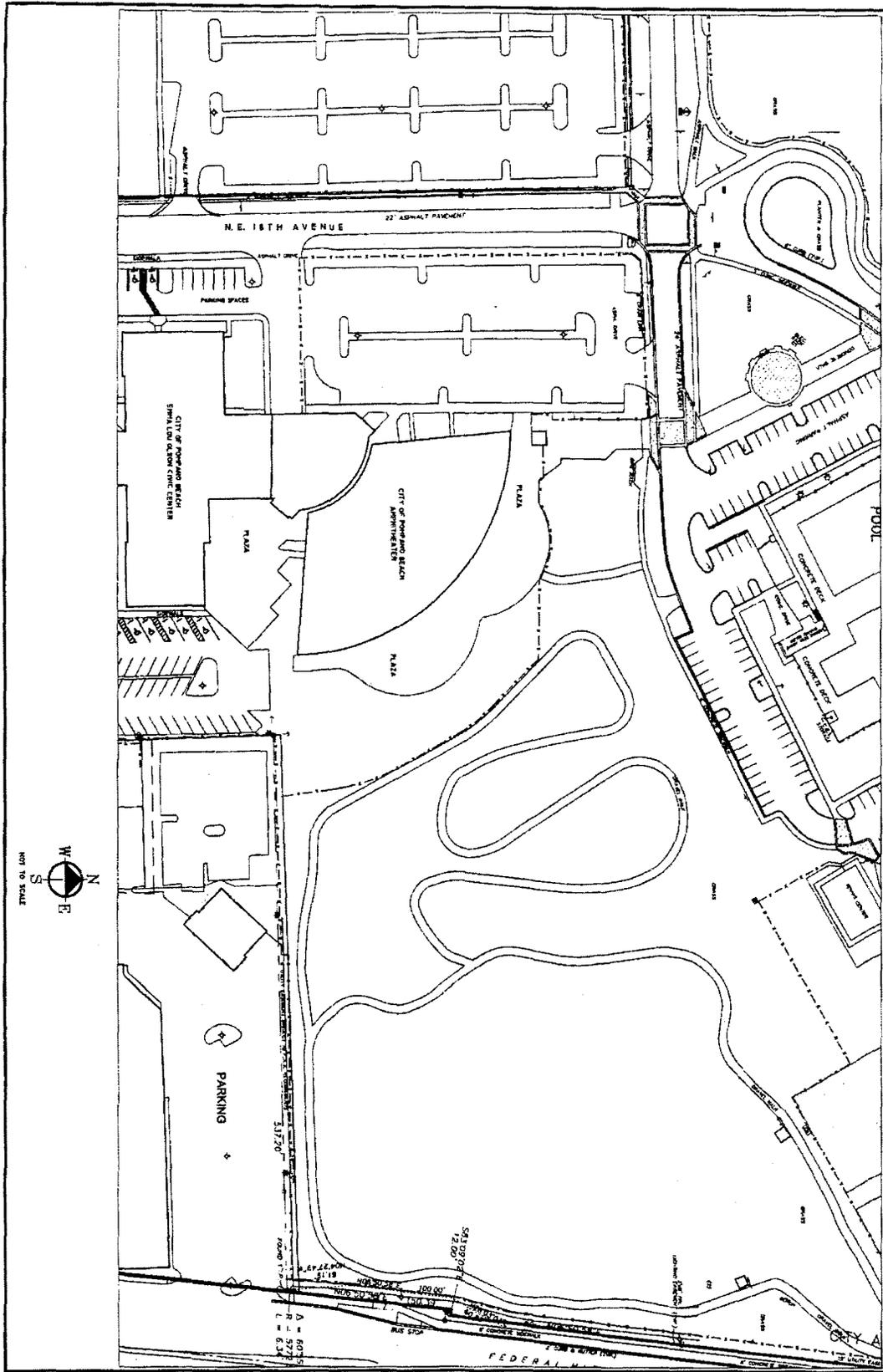


Exhibit 1B

Map of Hillsboro Inlet Park

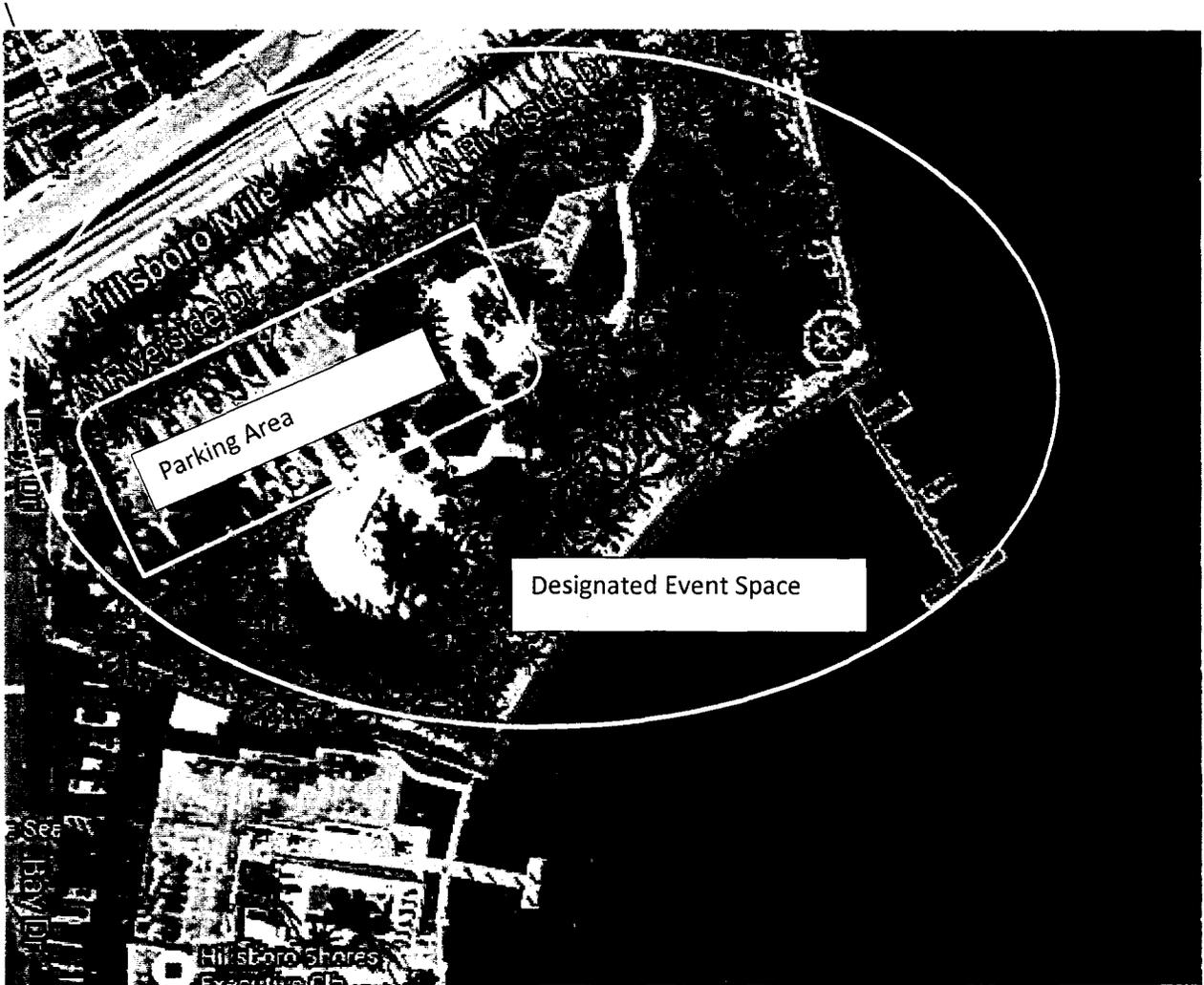


Exhibit 1C

Map of Alsdorf Park

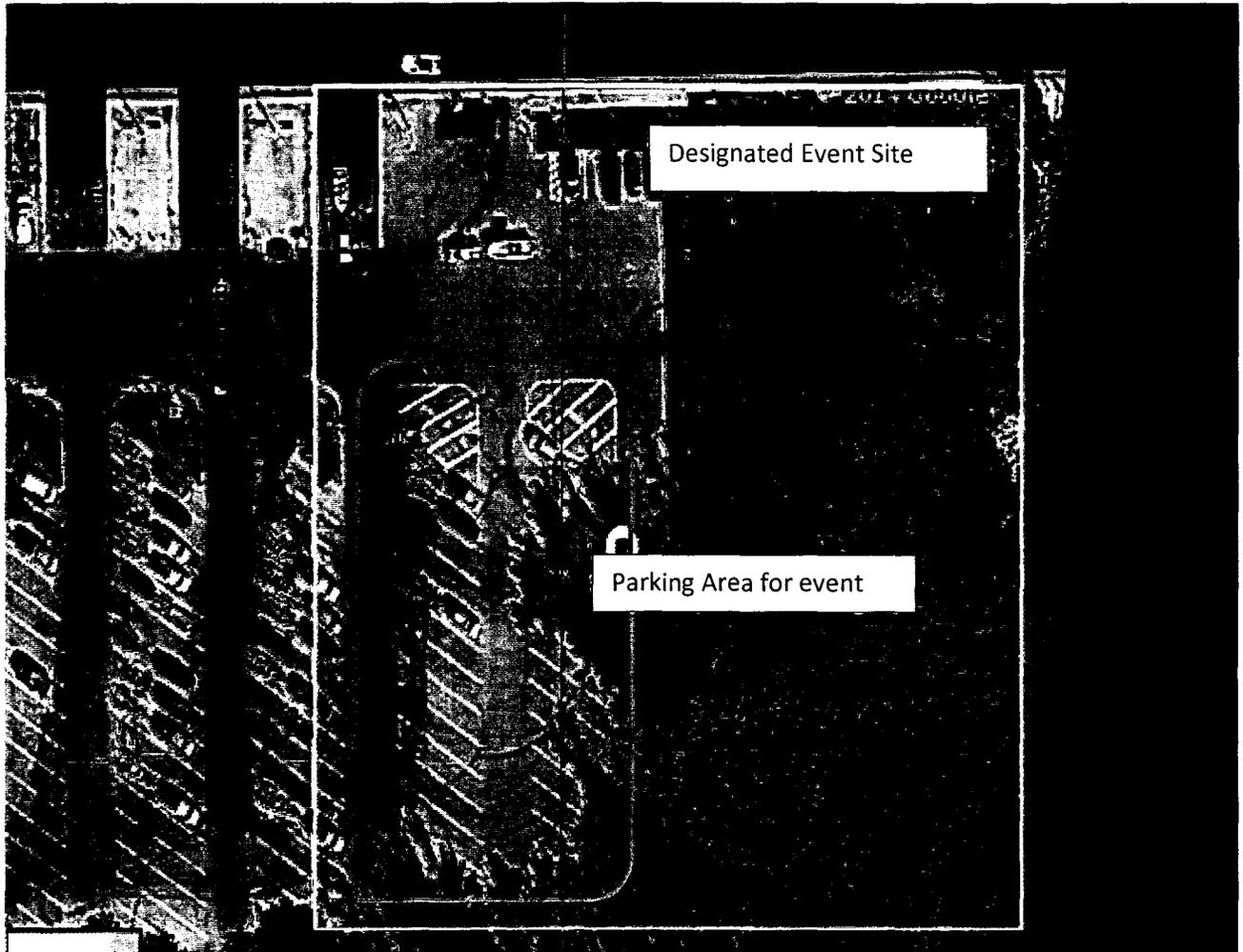


Exhibit 2A

Scope of Pompano Beach Saltwater Circuit Activities

The Pompano Beach Saltwater Circuit ("Circuit") is a 3-leg fishing tournament trail that takes place annually in South Florida between May and August. The Circuit showcases local fishing culture and includes a kickoff party, boat check-out, weigh-in activities, brunch activities, entertainment, an awards banquet and food, beverage and **merchandise sales**.

The kickoff party, brunch activities, entertainment, awards banquet, food, beverage and merchandise sales will take place at the Emma Lou Olson Civic Center and Contractor has the option of conducting its weigh-in activities at either Hillsboro Inlet Park or Alsdorf Park.

Set forth below are the Circuit dates for the next three years.

2016

May 4- May 8

June 8-June 12

August 3-August 7

2017

May 10- May 14

June 7-June 11

August 2-August 6

2018

May 2- May 6

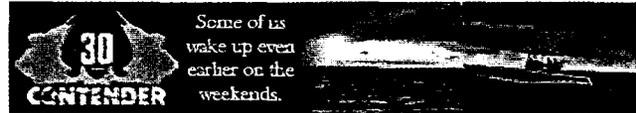
June 6, 2018- June 10, 2018

August 1-August 5

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Enter Search

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TOURNAMENTS NEWS TOURNAMENT TV PHOTOS ADVERTISE STORE REPORTS WEATHER REGISTER

HOME REGISTER EVENT INFORMATION PRIZE CATEGORIES SPONSORS WATCH WEIGH IN LIVE SERIES CHARITY



Saltwater Shootout

Join Us for Kickoff on May 5th!

Spring tournament fishing in South Florida kicks off with The Mercury/SeaVee Pompano Beach Saltwater Shootout. The Saltwater Shootout is the first leg in South Florida's largest tournament trail - The Pompano Beach Saltwater Circuit. Teams travel from near and far to enjoy the festivities and take a chance at over \$275,000 in cash and prizes.

By popular demand, the Saltwater Shootout has become a sanctioned event in Division 10 of the Southern Kingfish Association. Target species in the Shootout are dolphin, wahoo, kingfish, tuna and cobia. The Saltwater Shootout offers something for the competitive and the casual fisherman alike. Reasonable entry fees, great cash prizes, top notch hospitality and fun activities for anglers of all ages keep the teams coming back year after year.

One of the most popular categories added in the PBSC trail in recent years has been the KDW Jackpot. The KDW Jackpot got the attention of anglers from all over the country in 2010 when it reached \$81,000! A new rollover style jackpot called the Pick 3 will grab the attention of Shootout teams this year with an anticipated purse of more than \$90,000!

To learn more, visit the [Optional Entry Prize Structure](#) page for the Shootout.

With more than 75 ways to win, the Saltwater Shootout has plenty to offer to anglers of all skill levels. Join us on May 7th to experience the excitement of spring tournament fishing and the Saltwater Shootout! Check out our [Schedule of Events](#) and let the fun begin!

*Estimated Pick 3 Payout



EVENT COUNTDOWN

60 DAYS

UNTIL THE SALTWATER SHOOTOUT

STAY UP TO DATE

TOURNAMENT CALENDAR :

QUEST FOR THE CREST: Dec 9, 2015 - April 17, 2016

OPERATION SAILFISH: December 9-13, 2015

SAILFISH 400: January 27-31, 2016

SAILFISH CHALLENGE: February 17-21, 2016

FINAL SAIL : April 12-17, 2016

PBSC: May 5 - August 7, 2016

SALTWATER SHOOTOUT: May 5-8, 2016

SALTWATER SLAM: June 9-12, 2016

SALTWATER SHOWDOWN: August 4-7, 2016

EMAIL NEWSLETTER



GO

PLEASE ENTER YOUR EMAIL TO JOIN OUR NEWSLETTER

Exhibit 3

Accounting and Recordkeeping Procedures:

1. CONTRACTOR shall keep a true and accurate account of all monies received and spent attendant to Tournament activities and agrees to make available locally at all reasonable times for CITY's examination and audit, all such financial records and supporting documentation. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters and financial/statistical records attendant to Circuit activities.
2. CONTRACTOR shall preserve and make available locally at all reasonable times for City's inspection all financial records and supporting documentation attendant to Circuit activities for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, said records and documentation shall be retained until resolution of the audit finding.

Exhibit 4

City of Pompano Beach ("City") Policy For Distribution and Consumption of Alcoholic Beverages on City Properties During the Pompano Beach Saltwater Circuit

The distribution and consumption of sale of beer, wine and spirits (collectively "alcohol") shall be allowed at Circuit activities on City Properties subject to the following rules and procedures.

1. The distribution of alcohol shall be prohibited on City Properties during any Circuit activity intended for children under age 21.
2. Only alcohol distributed by Contractor's approved vendors may be allowed or consumed on City Properties; no outside alcohol shall be allowed.
3. All Contractor's vendors authorized to provide alcohol on City Properties shall be required to indemnify and hold harmless the City, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of alcohol sales or consumption. Proof of insurance acceptable to the City's Risk Manager shall be required to satisfy this indemnification obligation prior to any alcohol sales taking place.
4. Prior to any Circuit activities taking place on City Properties, all Contractor's approved vendors authorized shall have received written approval from the City's Risk Manager that their Certificate of Liability Insurance includes the requisite coverage for alcohol sales.
5. Police or security officers shall be authorized to prohibit the distribution or consumption of alcohol to any person that appears intoxicated. Police or security officers are also authorized to order persons that appear intoxicated to immediately leave the City Properties.
6. Persons serving alcohol shall be at least 21 years old, properly trained in such service, and not be allowed to consume alcohol immediately before, during, or following a Circuit activity. Any server violating this policy shall be immediately ordered to leave the City Properties by Contractor, police or a security officer.
7. Servers shall be responsible to verify that persons attempting to purchase alcohol are of legal drinking age. Alcohol sales shall be denied to persons who are not able to provide photo identification evidencing proof of legal drinking age upon request. Servers shall be required to refuse to provide alcohol to any person who appears intoxicated.
8. Signs shall be posted at the concession areas on the City Properties which state that all persons must be of legal drinking age to receive and consume alcohol, that alcohol sales are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
9. The distribution of alcohol shall cease at least thirty (30) minutes before the official end of all Circuit activities on the City Properties. The cutoff of alcohol sales shall be determined according to the schedule of Circuit activities Contractor provided to, and approved by, City.

Exhibit 4

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Exhibit 5
Pompano Beach Saltwater Circuit
Sponsor Benefits – City of Pompano Beach

The City of Pompano shall receive benefits similar to those provided to a Title Sponsor of each event. Companies desiring to become a Title Sponsor pay approximately \$100,000.00 for the following benefits, which shall be provided to the City of Pompano:

Revenue Generation

- Series has significant economic impact for many local businesses in the City of Pompano during the 'off season'. Significant dollars are infused into the local economy via lodging, fuel, dining, entertainment and retail.

Visibility

- **Entitlement** – City of Pompano Beach name is included with tournament name for series and each leg of the series.
- Host city to the largest tournament fishing series of its kind in the country.
- Display space available at each venue location in series.
- **Logo branding** – all corporate signage for series.
- **Signage** - Up to (3) banners (provided by City) will be displayed in key locations on event grounds.
- Promo items may be placed in captain's bags for each tournament in series.
- Hourly fishing report with personalized message from city

Print Media

- (1) full page ad in each tournament magazine in the series.
- **Logo branding** – cover of tournament magazines, posters, date cards, sponsor's page of magazines, all media buy advertising.
- Recognition for city in all press releases and editorial features for tournament series.

Social Media

- Dedicated posts highlighting City sponsored events on Bluewater social media pages (Facebook, Instagram & Twitter).

Internet

- **Web Banner** (provided by City) – year-round placement inside each PBSC website. 2 locations.
- **Logo branding** – logo link on sponsor's page of each tournament website year-round.

Hospitality

- Right to utilize series logo for promotional purposes. Subject to review and approval by Bluewater Movements.

Exhibit 6

CITY's in-kind benefit to CONTRACTOR for Circuit Activities

Name of Event:	<u>Fishing Circuit</u>	Event Date:	Estimated Expenses Per
Company/Organization:	<u>Bluewater Movements</u>		Event (3 events per year)
Representative:	<u>Jamie Bunn</u>		
Address:	<u>120 SE 2nd St, Deerfield Beach, FL 33441</u>		

PUBLIC WORKS

Trash Truck + Misc. Equipment	Estimate	\$130	x	3 times/year	\$390	
					Total:	\$390.00

FACILITY RENTAL COSTS

Type						
Civic Center - Wednesday	Estimate	\$3,219.06	x	3 times/year	\$9,657.18	
Civic Center - Thursday	Estimate	\$3,572.39	x	3 times/year	\$10,717.17	
Civic Center - Friday	Estimate	\$2,070.18	x	3 times/year	\$6,210.54	
Civic Center - Saturday	Estimate	\$2,070.18	x	3 times/year	\$6,210.54	
Civic Center - Sunday	Estimate	\$3,491.40	x	3 times/year	\$10,474.20	
					Total:	\$43,269.63

TOTALS

Estimated Totals

Deposit	<u>\$0.00</u>
Service and Equipment Costs:	<u>\$43,659.63</u>
Sales Tax:	<u>\$0.00</u>

Final Total Donation Costs

Deposit	<u>\$0.00</u>
Service + Equipment Costs:	<u>\$43,659.63</u>
Sales Tax:	<u>\$0.00</u>

Estimated Expenses Total:	\$43,659.63	Total City Donation:	\$43,659.63
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Applicant's Signature	Date
-----------------------	------

City Representative's Signature	Date
---------------------------------	------

EXHIBIT 7

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse		
— hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
XX liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:	In an amount acceptable to the City's Risk Manager	
XX comprehensive form		
— owned		
— hired		
— non-owned		

REAL & PERSONAL PROPERTY

— comprehensive form	Agent must show proof they have this coverage.	
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EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
— * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

**Exhibit 7
Insurance
Blue Water Movements, Inc.**



BLUEW-1 OP ID: CP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2015

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

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

PRODUCER GCU-Tampa 11073 Countryway Blvd. Tampa, FL 33628 Rick Roman (level 50)	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Northfield Insurance Company		
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED Bluewater Movements, Inc.
2681 NE 22nd Court
Pompano Beach, FL 33062

COVERAGES CERTIFICATE NUMBER: _____ **REVISION NUMBER:** _____
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		3210301	05/02/2015	05/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Liquor Liability			3210301	05/02/2015	05/02/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1M/2M
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Event General Liability coverage
 Company A: Includes Blanket Additional Insured Endorsement. Form BG-G-305.

Holder is also listed as additional insured under the general liability.

APPROVED
 RISK MANAGEMENT
 BY: 02-25-16

CERTIFICATE HOLDER City of Pompano Beach ATTN: Risk Manager P.O. Box 1300 Pompano Beach, FL 33061	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
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Exhibit 7
Insurance - Automobile
Bluewater Movements, Inc.

POLICY NUMBER: F2998573



SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
JAMES R BUNN
SHANNON L BUNN
2681 NE 22ND CT
POMPANO BEACH FL 33062-1 05

POLICY CHANGE
CHANGED EFFECTIVE: JUNE 24 2015
POLICY PERIOD FROM: JUNE 24 2015
TO: JUNE 24 2016

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
BATEMAN GORDON & SANDS IN
3050 N FEDERAL HWY
LIGHTHOUSE PT FL 330 4-6866

AGENT TELEPHONE:
(954) 941-0900

RATED DRIVERS	JAMES R BUNN, SHANNON L BUNN		
2013 BUICK ENCLAVE	4 DOOR STATION WAGON	ID# 5GAKRCKD7DJ121206	
2002 CHEVROLET SILVERADO K2500HD	4 DOOR PICK-UP	ID# 1GCHK23172F197634	

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2013 BUICK LIMITS	PREMIUMS	2002 CHEVY LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 241.70	\$100,000 Each Person \$300,000 Each Occurrence	\$ 259.40
PROPERTY DAMAGE	\$100,000 Each Occurrence	83.60	\$100,000 Each Occurrence	94.00
MEDICAL PAYMENTS	\$5,000	25.20	\$5,000	12.50
PERSONAL INJURY PROTECTION		112.60		80.60
UNINSURED MOTORISTS (NON STACKED LIMITS):				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Accident	137.80	\$100,000 Each Person \$300,000 Each Accident	142.50
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	171.00	Actual Cash Value Less \$500 Deductible	97.40
COLLISION	Actual Cash Value Less \$500 Deductible	169.20	Actual Cash Value Less \$500 Deductible	100.50
ADDITIONAL COVERAGES:				
LOSS OF USE	\$35 Per Day/\$1050 Max	11.50	\$35 Per Day/\$1050 Max	5.70
SUPERIOR COVERAGE LEVEL		70.50		59.00
		TOTAL \$ 1,023.10		TOTAL \$ 851.60

03-2-16
JRN

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

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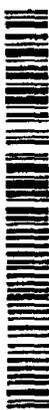


Exhibit 7

Insurance - Automobile
 Bluewater Movements, Inc.

POLICY NUMBER: F2998573



SAFECO INSURANCE COMPANY OF ILLINOIS
 AUTOMOBILE POLICY DECLARATIONS

(CONTINUED)

NAMED INSURED:
 JAMES R BUNN
 SHANNON L BUNN
 2681 NE 22ND CT
 POMPANO BEACH FL 33062-1105

POLICY CHANGE
 CHANGED EFFECTIVE: JUNE 24 2015
 POLICY PERIOD FROM: JUNE 24 2015
 TO: JUNE 24 2016

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:
 BATEMAN GORDON & SANDS IN
 3050 N FEDERAL HWY
 LIGHTHOUSE PT FL 330 4-6866

AGENT TELEPHONE:
 (954) 941-0900

RATED DRIVERS	JAMES R BUNN, SHANNON L BUNN	
2013 OTHER	GOLF CART ASPT	2 DOOR SEDAN ID# 0000000003005298
2013 UTILITY TRAILER	HURRICANE	UTILITY TRAILER ID# 53K852822DF009762

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2013 OTHER LIMITS	PREMIUMS	2013 TRLR LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 220.40		
PROPERTY DAMAGE	\$100,000 Each Occurrence	76.80		
MEDICAL PAYMENTS	\$5,000	24.10		
PERSONAL INJURY PROTECTION		118.20		
UNINSURED MOTORISTS (NON STACKED LIMITS):				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Accident	115.80		
COMPREHENSIVE	Actual Cash Value Less 500 Deductible	109.30	Actual Cash Value Less \$500 Deductible	\$ 133.00
COLLISION	Actual Cash Value Less 500 Deductible	164.90	Actual Cash Value Less \$500 Deductible	34.20
SUPERIOR COVERAGE LEVEL		62.30		16.70
	TOTAL	\$ 891.80	TOTAL	\$ 183.90

03-02-16
 JAM

TOTAL EACH VEHICLE:	2013 BUIC	\$ 1,023.10
	2002 CHEV	851.60
	2013 OTHR	891.80
	2013 TRLR	183.90

PREMIUM SUMMARY	PREMIUM
VEHICLE COVERAGES	\$ 2,950.40
DISCOUNTS & SAFECO SAFETY REWARDS	Included
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES	\$ 2,950.40

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

0009072000000142998573671



**Exhibit 7
Insurance
Workers Comp Waiver**

City of Pompano Beach
City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg C Pompano Beach, Florida 33060 | p: 954.786.4098 | f: 954.786.4168

Date Feb. 29, 2016

Jamie Bunn II
2681 NE 22 Court
Pompano Beach, FL 33062

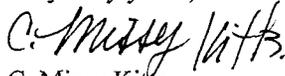
Dear Jaime Bunn,

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

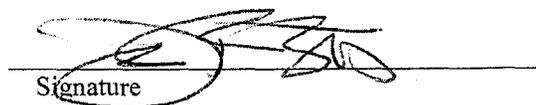
The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 1801 NE 6th Street Pompano Beach, 33060.
If you have any questions about this letter please telephone me at

Very truly yours,


C. Missy Kitts
Recreation Manager

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


Signature

2/29/16
Date

JAMIE BUNN, OWNER
Name and Title (print)