

Meeting Date: May 10, 2016

Agenda Item

5

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City of Pompano Beach, approving and authorizing the proper city officials to execute a first amendment to the license agreement between the City of Pompano Beach and Living Water Surf School LLC to provide instruction in ocean awareness and surfing fundamentals.

Fiscal Impact: Licensee shall pay \$3,300 as compensation for the use of North Ocean Park

Term: May 1 - September 30, 2016

Summary of Purpose and Why:

The agreement provides for Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will use North Ocean Park to hold Living Water Surf School. The agreement is from May 1 - September 30, 2016 and the licensee will pay a fee of \$3,300 as compensation for the use of North Ocean Park.

- (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: September 30, 2016
(4) Fiscal impact and source of funding: The licensee shall pay a fee of \$3,300 as compensation for the use of North Ocean Park.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, Internal Audit, Risk Management, and City Attorney.

Handwritten signature of City Manager

X City Manager

Handwritten signature of Commissioner

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows include 1st Reading and 2nd Reading.



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 16-A062

DATE: April 22, 2016
TO: Dennis Beach, City Manager
FROM: Mark Beaudreau, Recreation Programs Administrator *MB*
SUBJECT: Agenda Item – License Agreement Living Water Surf School LLC

Please place the attached agreement on the May 10, City Commission Agenda. This is the first amendment to the agreement with Living Water Surf School LLC to provide instruction in ocean awareness and surfing fundamentals to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities. The licensee will pay the city a fee of \$3,300 as compensation for the use of North Ocean Park. The agreement term is for May 1 – September 30, 2016.

If you have any questions regarding the agenda item please call me at 954-786-4191.

afh



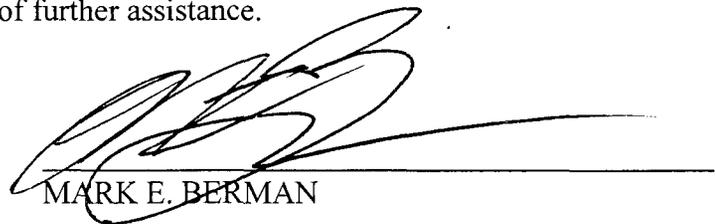
City Attorney's Communication #2016-631
March 15, 2016

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Mark E. Berman, City Attorney
RE: Resolution and First Amendment – Living Water Surf School LLC

Pursuant to your memorandum dated March 7, 2016, Memorandum 16-A048, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

MEB/jrm
l:cor/recr/2016-631

Attachments

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; 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 Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, 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 Living Water Surf School LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of

_____, 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

LIVING WATER SURF SCHOOL LLC, a Florida Limited Liability Company, who address is 900 SE 14th Court, Deerfield Beach, Florida 33441, hereinafter "LICENSEE."

WHEREAS, the parties entered into an Agreement to provide instruction in ocean awareness and surfing fundamentals, on July 20, 2015, ("Original Agreement"), approved by City Resolution No. 2015-351; and

WHEREAS, the parties have agreed to extend the Original Agreement for an additional term.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and BOARD 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 July 20, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional term of May 1, 2016 and end on September 30, 2016.

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

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

IN WITNESS OF THE FOREGOING, the parties have 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 by:

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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

**LIVING WATER SURF SCHOOL LLC, a
Florida Limited Liability Company**

White Melcher

By: W. Zimmerman

Kate Melcher

Print Name: William Zimmerman

Print Name

Katlyn Kern

Title: Owner / Director

Katlyn Kern

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

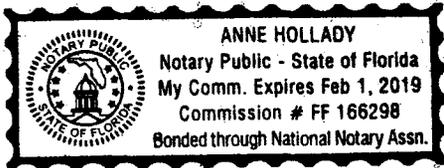
The foregoing instrument was acknowledged before me this 22 day of April, 2016, by William Zimmerman, as owner / Director of LIVING WATER SURF SCHOOL LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 166298
Commission Number



MEB/jrm
3/15/16
L:agr/recr/2016-628

49.5

Exhibit A
License Agreement
Living Water Surf School LLC

RESOLUTION NO. 2015- 351

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 LIVING WATER SURF SCHOOL LLC TO PROVIDE INSTRUCTION IN OCEAN AWARENESS AND SURFING FUNDAMENTALS; 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 Living Water Surf School LLC, to provide instruction in ocean awareness and surfing fundamentals, 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 Living Water Surf School LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 14th day of July, 2015.


LAMAR FISHER, MAYOR

ATTEST:


ASCELETA HAMMOND, CITY CLERK

FP/ds
6/11/15
l:reso/2015-385f

City of Pompano Beach

LICENSE AGREEMENT

with

Living Water Surf School LLC

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- Exhibit 2 Scope of Services for City
- Exhibit 3 CITY's Youth Programs Background Screening Policy
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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 20th day of July, 2015, by and between:

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

and

LIVING WATER SURF SCHOOL LLC, a Florida Limited Liability Company (hereinafter "LICENSEE").

WHEREAS, LICENSEE provides instruction in ocean awareness and surfing fundamentals, to include such topics as waves, tides, marine biology, coastal ecology, beach profiles and other ocean related activities as set forth in Exhibit 1 (the "Program"); and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 4 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained North Ocean Park located at 3424 NE 16th Street in Pompano Beach (the "Property") to operate the Program at days and times to be mutually agreed upon by the parties; 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 Living Water Surf School LLC.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Living Water Surf School LLC is a Florida Limited Liability company 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 Living Water Surf School LLC 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 Living Water Surf School LLC 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 Living Water Surf School LLC 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 other surf camp instructors 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 term of this Agreement shall commence June 15, 2015 and end September 30, 2015. The CITY reserves the right to extend this Agreement with two renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 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 provide the services set forth below and in Exhibit 1 at the Property, including such other duties as the CITY may, from time to time, require.

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

2. 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.

3. 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.

4. 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.

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

6. LICENSEE shall develop an ocean awareness and surf camp program for youth of both sexes ages 5 - 16.

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

8. 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.

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

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to provide the services set forth in Exhibit 2 and to also maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

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

**ARTICLE 6
COMPENSATION, ACCOUNTING, RECORDKEEPING AND BACKGROUND
CHECK PROCEDURES**

A. LICENSEE shall pay the CITY a one-time fee of \$3,300 payable one week in advance of the Program's commencement as compensation for the use of the CITY's Property and services hereunder.

B. 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.

C. Upon reasonable notice, LICENSEE shall make available locally at a reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents or records directly or indirectly related to LICENSEE's provision of goods and services hereunder. LICENSEE's failure to timely comply with the provisions of this paragraph shall be deemed a material breach which entitles CITY to terminate this Agreement in accordance with Article 12 herein.

D. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

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

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

ARTICLE 8
LICENSEE'S INDEMNIFICATION OF CITY

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

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

ARTICLE 9
INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 4. 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 15 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 15 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 15 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 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 15 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 15 herein.

ARTICLE 13 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 14 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 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing,

sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

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

With a copy to:

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

For LICENSEE:

William Zimmerman
Living Water Surf School LLC
P.O. Box 8525
Deerfield Beach, Florida 33443
livingwatersurf@gmail.com
954 673-8933 phone

**ARTICLE 16
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 17
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.

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

**ARTICLE 18
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 19
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 20
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 21
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 22
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 23
MISCELLANEOUS TERMS AND CONDITIONS**

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

B. 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.

**ARTICLE 24
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 25
APPROVALS**

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

ARTICLE 26
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 27
BINDING EFFECT

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

ARTICLE 28
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 Property but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to the Living Water Surf School LLC.

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

Sandra M. Murphy

By: [Signature]
LAMAR FISHER, MAYOR

Christine Kendel

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

Attest

[Signature]
ASCELETA HAMMOND, 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 20th day of July, 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

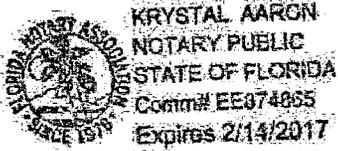
Commission Number



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of July, 2015 by **PHYLLIS KORAB**, Assistant City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is 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:

**LIVING WATER SURF SCHOOL LLC, a
Florida Limited Liability Company**

[Handwritten Signature]
[Handwritten Signature]
SCOTT R MOORE

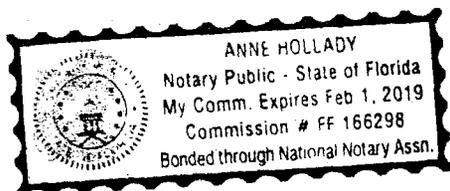
By: *[Handwritten Signature]*

Title: *Owner/Director*

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of June, 2015, by William R. Zimmerman, ~~owner/director~~ of Living Water Surf School LLC, a Florida Limited Liability Company 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

l:agr/recr/2015-754f
6/09/15

Exhibit 1
Scope of Services for Licensee
Living Water Surf School LLC
License Agreement

Scope of Work

Living Water Surf School, LLC

- Provide safe environment for all campers
- Maintain a 5:1 ratio of Instructors to Students
- Instructors to be CPR and First Aid Certified
- Provide one Certified Lifeguard onsite during the duration of the Camp
- Provide one EMT onsite during the duration of the Camp
- Camp will consist of the following
 - Ocean Awareness
 - Marine Science
 - Beach Games/Activities
 - Surf Instruction
 - Snorkeling/Free Swim



**Exhibit 2
Scope of Services for City
Living Water Surf School LLC
License Agreement**

**City of Pompano Beach Parks, Recreation, & Cultural Arts Department
Scope of Services**

- City is responsible for accepting payment from instructor at the Emma Lou Olson Civic Center prior to the commencement of camp during regular business hours, Monday-Thursday: 8:30a-8:30p, Friday: 8:30a-4:30p, Saturday: 8:30a-3:30p
- The City shall determine whether expansion of the activities can be permitted.
- The City shall designate a specific area for the Living Water Surf Summer Camp to take place. The City reserves the right to change the area at any time due to unforeseen circumstances.
- The City will supply receipt of payment and pertinent camp information to the Parks and Recreation Program Administrator or designee as well as Ocean Rescue. The Parks & Recreation Manager will provide the Beach Patrol Captain with the aforementioned information as well as the signed contract once it has been executed.

Exhibit 3
City's Youth Programs
Background Screening Policy
Living Water Surf School LLC
License Agreement

CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

- (1) The following shall constitute grounds for disqualification of an applicant:
- (a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. SEX OFFENSES INVOLVING CHILDREN

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. FELONIES

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.


Dennis W. Beach, City Manager

RELEASE AND INDEMNIFICATION AGREEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

1. Instructor shall conduct its activities or courses upon the premises designated by City so as not to endanger any person thereon, and agrees to INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF POMPANO BEACH and any and all of its officers, Commissioners, agents and employees from any and all claims of losses, injuries, damages and liabilities of whatever kind or nature including attorney's fees, to any persons, their personal representatives, assigns, heirs, next of kin or to any property occasioned wholly or in part by the acts or omissions of Instructor, his/her agents, employees, guests, officers, invitees, patrons or any person or persons admitted to or invited upon said premises while said premises are used by or under control of Instructor.
2. City assumes no responsibility whatsoever for any property placed on said premises and Instructor hereby expressly RELEASES AND DISCHARGES CITY from any and all liability from any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of said premises pursuant to this agreement.

THE UNDERSIGNED further expressly agrees that the foregoing Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of this State and County in which the activities are held or conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this Agreement along with its included Release and Indemnification Agreement and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.



Background Consent/Release Form

Organization Living Waters Surf Camp

Applicant's Legal Name (printed)
Brett Bartholomew

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address
1024 SE 9th St.

City Ft. Lauderdale State FL Zip 33316

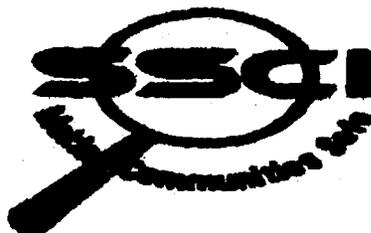
I, Brett Bartholomew, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Brett Bartholomew Date: 04/10/15

Signature: Brett Bartholomew



Background Consent/Release Form

Organization Living water surf school

Applicant's Legal Name (printed) Beau Smith

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 3911 ne 34th ave

City Fort lauderdale State FL Zip 33308

I, Beau Smith, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Beau Smith Date: 4/14/15

Signature: [Handwritten Signature]



Background Consent/Release Form

Organization Living Water Surf School

Applicant's Legal Name (printed) Jordan Lee Wingier

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 911 NE 4th St.

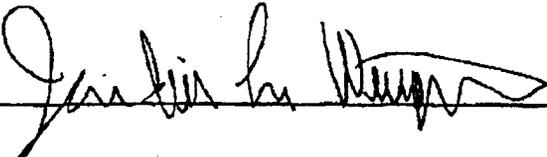
City Boca Raton State FL Zip 33432

I, Jordan Lee Wingier, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Jordan Lee Wingier Date: 4-14-2015

Signature: 



Background Consent/Release Form

Organization Living Water Sift Camp

Applicant's Legal Name (printed) Nicholas Dewitt McNamee

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 2109 NE 70th Ave

City WILTON MANORS State FL Zip 33305

I, Nicholas Dewitt McNamee, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Nicholas McNamee Date: April 14/2015

Signature: [Handwritten Signature]



Background Consent/Release Form

Organization Living Water Surf Camp

Applicant's Legal Name (printed)
Jamie Consta MacInnes

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address
10561 NE 20th Way

City Ft. Lauderdale State FL Zip 33308

I, Jamie MacInnes, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/Information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Jamie MacInnes Date: 04/14/15

Signature: *Jamie MacInnes*



Background Consent/Release Form

Organization Living Water Surf School

Applicant's Legal Name (printed)
Kristofer Long

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 20 Mason Dr. Apt 902

City Chattanooga State TN Zip 37415

I, Kristofer Long, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Kristofer Long Date: 4/15/15

Signature: [Handwritten Signature]



Background Consent/Release Form

Organization Living Water Surf School

Applicant's Legal Name (printed)
Hugo P. Aguilar

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 420 SE 12 Ave. Pompano

City Pompano Beach State FL Zip 33060

I, Hugo Aguilar, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Hugo Aguilar Date: 4/16/15

Signature: Hugo Aguilar



Background Consent/Release Form

Organization Lunny Water Surf School

Applicant's Legal Name (printed) William R Zimmerman

Social Security Number [REDACTED] Date of Birth [REDACTED]

Applicant's Address 900 SE 14 CT

City Deerfield Beach State FL Zip 33441

I, William Zimmerman, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/Information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: William Zimmerman Date: 4/12/15

Signature: [Handwritten Signature]



Background Consent/Release Form

Organization: LIVING VOICES SUIF SCHOOL

Applicant's Legal Name (printed): TONYON NICHO

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Applicant's Address: 2805 NE 10TH AVE

City: MULTICOLORED FL Zip: 33305

I, TONYON NICHO, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in connection with this authorization is released from any and all claims of liability for negligence. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: TONYON NICHO Date: 4/12/15

Signature: TONYON NICHO



Background Consent/Release Form

Organization _____

Applicant's Legal Name (printed) Ryan Magnuson

Social Security Number _____ Date of Birth _____

Applicant's Address 301 SE 11th Street

City Deerfield Beach State FL Zip 33441

I, Ryan Magnuson, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: Ryan Magnuson Date: 04/16/2015

Signature: Ryan Magnuson



Telephone: 866-988-7411
Fax: 866-988-1292

Welcome Jonathan Nasser

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<input type="checkbox"/>	SSN	Name	Reference	Requestor	Requested	Posted	Alert	Status	
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<input type="checkbox"/>		VIGARINO, VALENCIA M	CIVIC CENTER	Kaitlyn Kerr	2015-04-13	2015-04-15		Complete	View

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- Report has been viewed
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CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/31/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: MACINNES, JAIME CHRISTA

SS #: XXX-XX-5757

Address: 6561 NE 20 WAY
FORT LAUDERDALE, FL 33308

DOB: 10/01/96

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name MACINNES, JAIME:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

JAMIE C MACINNES SS: XXX-XX-XXXX
6561 NE 20TH WAY
FORT LAUDERDALE, FL 33308 COUNTY: BROWARD
RPTD: 01/2005 TO 03/2016 DOB: 10/01/1996 AGE: 19
PH: 9547719795 PUBLISHED LISTING FOR MACINNES JAMIE

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 11/1996 AND 03/1997

INFORMATION CONTAINED HEREIN IS DERIVED SOLELY FROM PUBLIC RECORDS, WHICH MAY NOT BE 100 PERCENT ACCURATE OR COMPLETE. OUR SOCIAL TRACE PRODUCT MAY BE USED EXCLUSIVELY TO IDENTIFY POTENTIAL PREVIOUS NAMES AND ADDRESSES THE APPLICANT MAY HAVE USED AND TO OBTAIN THE APPLICANT'S DATE OF BIRTH AND VERIFY THE APPLICANT'S SOCIAL SECURITY NUMBER. THE RESULTS OF THIS SEARCH MAY BE USED TO BROADEN THE SCOPE OF OUR BACKGROUND CHECKS TO INCLUDE ADDITIONAL JURISDICTIONS AND NAMES BEYOND THOSE THAT THE APPLICANT DISCLOSED. THE RESULTS OF THESE EXPANDED BACKGROUND CHECKS MAY BE USED FOR MAKING EMPLOYMENT AND/OR VOLUNTEER DECISIONS IN ACCORDANCE WITH THE FCRA AND APPLICABLE STATE AND LOCAL STATUTES.

*** END OF SOUTHEASTERN SECURITY CONSULTANTS, INC. SOCIAL TRACE REPORT ***

DISCLAIMER

This profile report is submitted with the agreement that all information is held in strict confidence and used for employment and/or volunteer purposes only. Volunteers or consumers must first sign an Authorization to Release Information as prescribed in FCRA. If the user of this information intends to take adverse action based in whole or in part on the contents of this profile report, the user must provide the volunteer or consumer with a copy of the profile report provided by SSCI and a Summary of Consumer Rights as prescribed by the FCRA.

The information included in this report was obtained from courts and other public records. The accuracy of this information can not be guaranteed because it depends on the exactness of the public records and the information supplied by the client. Please contact SSCI if there are any questions concerning this document.

END OF PROFILE REPORT

End Of Report

Southeastern Security Consultants, Inc.

1853 Piedmont Road

Suite 100

Marietta, GA 30066

Fax (866) 996-1292

Tel. (866) 996-7412

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/30/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: RADEBAUGH, JACOB

SS #: XXX-XX-3713

Address: 2245 SW 15 PLACE
BOCA RATON, FL 33486

DOB: 12/27/96

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name RADEBAUGH, JACOB:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:
COMPLETED - CLEAR
NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

PALM BEACH, FL

Search Type: Felony and Misdemeanor, 7 Years
Court Searched: COUNTY SEAT

STATUS:
COMPLETED - CLEAR
NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

MECKLENBURG, NC

Search Type: Felony and Misdemeanor, 7 Years

COURT: MECKLENBURG COUNTY
CASE NUMBER: 2015CR231041 MISDEMEANOR
DATE OF OFFENSE: 08/29/15
CHARGE(S): WEAPONS ON EDUCATIONAL PROPERTY/AID

DISPOSITION DATE: 12/04/15
DISPOSITION: DISMISSED

IDENTIFIERS ON
RECORD FILE: RADEBAUGH, JACOB
DOB 12/27/1996

COURT: MECKLENBURG COUNTY
CASE NUMBER: 2015CR231040 MISDEMEANOR
DATE OF OFFENSE: 08/29/15
CHARGE(S): CONSUME ALCOHOL BY <19

DISPOSITION DATE: 11/17/15
DISPOSITION: DISMISSED

IDENTIFIERS ON
RECORD FILE: RADEBAUGH, JACOB
DOB 12/27/1996

SOCIAL TRACE

JACOB R RADEBAUGH
2141 SELWYN AVE APT 202
CHARLOTTE, NC 28207
RPTD: 02/2016 TO 03/2016

SS: XXX-XX-XXXX
COUNTY: MECKLENBURG

JACOB R RADEBAUGH
2245 SW 15TH PL
BOCA RATON, FL 33486
RPTD: 05/2015 TO 01/2016
PH: 5614169117 PUBLISHED LISTING FOR RADEBAUGH G

SS: XXX-XX-XXXX
COUNTY: PALM BEACH

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 01/1997 AND 06/1997

INFORMATION CONTAINED HEREIN IS DERIVED SOLELY FROM PUBLIC RECORDS, WHICH MAY NOT BE 100 PERCENT ACCURATE OR COMPLETE. OUR SOCIAL TRACE PRODUCT MAY BE USED EXCLUSIVELY TO IDENTIFY POTENTIAL PREVIOUS NAMES AND ADDRESSES THE APPLICANT MAY HAVE USED AND TO OBTAIN THE APPLICANT'S DATE OF BIRTH AND VERIFY THE APPLICANT'S SOCIAL SECURITY NUMBER. THE RESULTS OF THIS SEARCH MAY BE USED TO BROADEN THE SCOPE OF OUR BACKGROUND CHECKS TO INCLUDE ADDITIONAL JURISDICTIONS AND NAMES BEYOND THOSE THAT THE APPLICANT DISCLOSED. THE RESULTS OF THESE EXPANDED BACKGROUND CHECKS MAY BE USED FOR MAKING EMPLOYMENT AND/OR VOLUNTEER DECISIONS IN ACCORDANCE WITH THE FCRA AND APPLICABLE STATE AND LOCAL STATUTES.

*** END OF SOUTHEASTERN SECURITY CONSULTANTS, INC. SOCIAL TRACE REPORT ***

DISCLAIMER

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END OF PROFILE REPORT

End Of Report

Southeastern Security Consultants, Inc.

1853 Piedmont Road

Suite 100

Marietta, GA 30066

Tel. (866) 996-7412

Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/29/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: KACHUR, JACOB

SS #: XXX-XX-2478

Address: 8150 HEMPLIN WOOD DRIVE
BOCA RATON, FL 33433

DOB: 07/04/99

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name KACHUR, JACOB:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

PALM BEACH, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

NO CURRENT OR PREVIOUS ADDRESS HISTORY WAS FOUND FOR THIS SUBJECT!

SS# IS VALID, ISSUED IN NORTH CAROLINA, BETWEEN 08/1999 AND 05/2000.

INFORMATION CONTAINED HEREIN IS DERIVED SOLELY FROM PUBLIC RECORDS, WHICH MAY NOT BE 100 PERCENT ACCURATE OR COMPLETE. OUR SOCIAL TRACE PRODUCT MAY BE USED EXCLUSIVELY TO IDENTIFY POTENTIAL PREVIOUS NAMES AND ADDRESSES THE APPLICANT MAY HAVE USED AND TO OBTAIN THE APPLICANT'S DATE OF BIRTH AND VERIFY THE APPLICANT'S SOCIAL SECURITY NUMBER. THE RESULTS OF THIS SEARCH MAY BE USED TO BROADEN THE SCOPE OF OUR BACKGROUND CHECKS TO INCLUDE ADDITIONAL JURISDICTIONS AND NAMES BEYOND THOSE THAT THE APPLICANT DISCLOSED. THE RESULTS OF THESE EXPANDED BACKGROUND CHECKS MAY BE USED FOR MAKING EMPLOYMENT AND/OR VOLUNTEER DECISIONS IN ACCORDANCE WITH THE FCRA AND APPLICABLE STATE AND LOCAL STATUTES.

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Southeastern Security Consultants, Inc.

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Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/29/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: STEPT, HUNTER DANIEL

SS #: XXX-XX-3514

Address: 12001 NW 50 DRIVE
POMPANO BEACH, FL 33076

DOB: 12/16/96

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name STEPT, HUNTER:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: County Seat

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

HUNTER D STEPT
12001 NW 50TH DR
CORAL SPRINGS, FL 33076
RPTD: 09/2015 TO 03/2016

SS: XXX-XX-XXXX
COUNTY: BROWARD
DOB: 12/16/1996
AGE: 19

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 01/1997 AND 06/1997

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End Of Report

Southeastern Security Consultants, Inc.

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Tel. (866) 996-7412

Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/29/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: KORENIC, DANIEL

SS #: XXX-XX-5503

Address: 1500 SW 3 AVENUE
POMPANO BEACH, FL 33060

DOB: 04/06/97

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name KORENIC, DANIEL:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

NO CURRENT OR PREVIOUS ADDRESS HISTORY WAS FOUND FOR THIS SUBJECT!

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 06/1997 AND 09/1997.

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End Of Report

Southeastern Security Consultants, Inc.

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Marietta, GA 30066

Fax (866) 996-1292

Tel. (866) 996-7412

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/29/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: STEFFEY, CAIGE

SS #: XXX-XX-1091

Address: 5748 NE 27 AVENUE
FORT LAUDERDALE, FL 33308

DOB: 09/20/96

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name STEFFEY, CAIGE:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

NO CURRENT OR PREVIOUS ADDRESS HISTORY WAS FOUND FOR THIS SUBJECT!

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 12/1996 AND 02/1997.

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End Of Report

Southeastern Security Consultants, Inc.

1853 Piedmont Road

Suite 100

Marietta, GA 30066

Tel. (866) 996-7412

Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/30/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: MCNABB, NICHOLAS DEWITT

SS #: XXX-XX-8354

Address: 2109 NE 20 AVENUE
FORT LAUDERDALE, FL 33305

DOB: 11/05/96

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name MCNABB, NICHOLAS:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

ALACHUA, FL

Search Type: Felony and Misdemeanor, 7 Years
Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years
Court Searched: County Seat

STATUS:
COMPLETED - CLEAR
NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

NICHOLAS MCNABB
1000 SW 62ND BLVD APT 111B
GAINESVILLE, FL 32607
RPTD: 09/2015 TO 03/2016
SS: XXX-XX-XXXX
COUNTY: ALACHUA

NICHOLAS MCNABB
2109 NE 20TH AVE
WILTON MANORS, FL 33305
RPTD: 06/2014 TO 01/2015
PH: 9544910058 PUBLISHED LISTING FOR MCNABB KATHLEEN
SS: XXX-XX-XXXX
COUNTY: BROWARD

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 01/1997 AND 04/1997

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END OF PROFILE REPORT

Southeastern Security Consultants, Inc.

1853 Piedmont Road

Suite 100

Marietta, GA 30066

Tel. (866) 996-7412

Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/29/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: SMITH, BEAU

SS #: XXX-XX-7638

Address: 3911 NE 34 AVENUE
FORT LAUDERDALE, FL 33308

DOB: 02/13/99

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name SMITH, BEAU:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years

Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

SOCIAL TRACE

NO CURRENT OR PREVIOUS ADDRESS HISTORY WAS FOUND FOR THIS SUBJECT!

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 05/1999 AND 08/1999.

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End Of Report

Southeastern Security Consultants, Inc.

1853 Piedmont Road

Suite 100

Marietta, GA 30066

Tel. (866) 996-7412

Fax (866) 996-1292

CONFIDENTIAL

Requested: 03/28/16

Printed: 04/07/16

Background Screening Report

Completed: 03/30/16

Provided To: Pompano Beach Parks Recreation

Requested By: Kaitlyn Kerr

Attention: Cynthia Kitts/Jonathan

Subject: ZIMMERMAN, WILLIAM

SS #: XXX-XX-1742

Address: 900 SE 14 COURT
DEERFIELD BEACH, FL 33441

DOB: 09/12/84

Reference: SURF CAMP

US Crim / Sex Offender Search

Search on Name ZIMMERMAN, WILLIAM:

A search of data from multiple criminal records sources from all 50 states and the District of Columbia. This search includes criminal data from criminal courts, state criminal record repositories, probation, prison parole and release files, sex offender registries and other governmental agencies, OFAC and other Homeland Security databases as well as additional proprietary criminal history data. Sex offender registries from all 50 states are included in this search. Please see our company website (www.ssci2000.com) for a full datasource description.

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE NATIONAL SEARCH

CRIMINAL RECORD RESULTS

BROWARD, FL

Search Type: Felony and Misdemeanor, 7 Years
Court Searched: COUNTY SEAT

STATUS:

COMPLETED - CLEAR

NO CRIMINAL HISTORY FOUND IN THE JURISDICTION SEARCHED.

PALM BEACH, FL

Search Type: Felony and Misdemeanor, 7 YEARS

COURT: COUNTY SEAT
CASE NUMBER: 2006T300379 TRAFFIC
DATE OF OFFENSE: 11/12/06
CHARGE(S): OPEN CONTAINER / OR CONSUMPTION OF ALCOHOL IN /ON VEHICLE-
DRIVER CITED

DISPOSITION DATE: 01/22/07
DISPOSITION: GUILTY; FINES/COSTS \$163.42

IDENTIFIERS ON
RECORD FILE: NAME ON RECORD: ZIMMERMAN, WILLIAM ROBERT
DOB ON RECORD: 09/12/1984

SOCIAL TRACE

WILLIAM R ZIMMERMAN SS: XXX-XX-XXXX
900 SE 14TH CT
DEERFIELD BEACH, FL 33441 COUNTY: BROWARD
RPTD: 06/2008 TO 03/2016 DOB: 09/12/1984 AGE: 31
PH: 9544212740 PUBLISHED LISTING FOR ZIMMERMAN IRVING W

WILLIAM R ZIMMERMAN SS: XXX-XX-XXXX
PO BOX 8525
DEERFIELD BEACH, FL 33443 COUNTY: BROWARD
RPTD: 06/2005 TO 02/2015 DOB: 09/12/1984 AGE: 31
PH: 9544212740

SS# IS VALID, ISSUED IN FLORIDA, BETWEEN 01/1990 AND 12/1990

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The information included in this report was obtained from courts and other public

Subject: ZIMMERMAN, WILLIAM

Southeastern Security Consultants, Inc.

Client: Pompano Beach Parks Recreation

Page 3

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END OF PROFILE REPORT

End Of Report

EXHIBIT 4

INSURANCE REQUIREMENTS

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

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

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

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

Throughout the term of this Agreement, LICENSEE and all 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 LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance**Limits of Liability**

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	
xx	sexual abuse/molestation	Minimum \$100,000 Per Occurrence and \$100,000 Per Aggregate

AUTOMOBILE LIABILITY: Proof of Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined, required based on scope of services.

xx comprehensive form
 xx owned
 xx hired
 xx 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	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

C. Employer's Liability. 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 LICENSEE, the LICENSEE shall promptly provide the following:

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

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

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



Parks, Recreation & Cultural Arts Department

City of Pompano Beach, Florida
1801 NE 6 Street, Pompano Beach, Florida 33060 | p: 954.786.4111 | f: 954.786.4113

April 21, 2016

William Zimmerman
Living Water Surf School, LLC
900 SE 14 Court
Deerfield Beach, FL 33441

Dear William,

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 the Emma Lou Olson Civic Center, 1801 NE 6 Street, Pompano Beach, FL 33060. If you have any questions about this letter please telephone me at 954-786-4111.

Very truly yours,

Kaitlyn Kerr

Kaitlyn Kerr
Recreation Supervisor

Living Water Surf School, LLC has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida Living Water Surf School, LLC. 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.

Handwritten signature of William Zimmerman over a horizontal line, with the word 'Signature' printed below.

Handwritten date '4/22/16' over a horizontal line, with the word 'Date' printed below.

William Zimmerman, Owner/Director
Name and Title (print)



POS SALES RECEIPT

Receipt # 855217
Payment Date: 06/02/15
Household #: 28295

Emma Lou Olson Civic Center
1801 NE 6th Street
Pompano Beach FL 33060

Living Water Surf School, LLC
P.O. Box 8525
Deerfield Beach FL 33443

Hm Ph: (954)673-8933

Phone: (954)786-4111

POS Transaction Details

Table with 6 columns: Misc, Quantity, Fees + Tax, Discount, Prev Paid, Cur Paid, Amount Due. Row 1: Surf Camp, 146, 1, 3,300.00, 0.00, 0.00, 3,300.00, 0.00

Processed on 06/02/15 @ 15:34:05 by BGC

Summary table with 2 columns: Description, Amount. Rows: NEW AMOUNT DUE (3,300.00), PREVIOUS NET HOUSEHOLD BALANCE (0.00), TOTAL DUE (3,300.00), TOTAL PAID (3,300.00), NEW NET HOUSEHOLD BALANCE (0.00)

Payment of ==> 3,300.00 Made By ==> CHECK With Reference ==> Living Water Surf Sc; #2739

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

LIVING WATER SURF SCHOOL LLC

Filing Information

Document Number	L05000009481
FEI/EIN Number	731726250
Date Filed	01/31/2005
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/20/2006
Event Effective Date	NONE

Principal Address

900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Mailing Address

900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Changed: 04/19/2011

Registered Agent Name & Address

ZIMMERMAN, WILLIAM R
900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Address Changed: 04/30/2009

Authorized Person(s) Detail

Name & Address

Title MGRM

ZIMMERMAN, WILLIAM R
900 SE 14TH COURT
DEERFIELD BCH., FL 33441

Annual Reports

Public License Information

License Number:	15-00085712
Business Control:	4458873
Location ID:	000026178

Business Name & Address		Mailing Address
LIVING WATER SURF SCHOOL LLC 3424 NE 16 ST PARK POMPANO BEACH FL 33062		ZIMMERMAN, WILLIAM 900 SE 14 CT DEERFIELD BEACH FL 33441
Date Opened:	05/14/2015	
Federal Tax ID:	731726252	
Business Phone:	(954) 673-8933	
Contractor Flag:		
Type of Ownership:	LC	
Status:	Active	

Owner Information
LIVING WATER SURF SCHOOL LLC

License Information	
Classification:	094-014 INSTRUCTOR-ALL OTHER
License Status, Date:	ACTIVE, 05/21/2015
Appl, Issue Date:	05/20/2015, 05/21/2015
License Valid Thru Date:	09/30/2015

Additional Requirements

Code	Description	Document Number	Expiration Date
ZN	ZONING	YES	0
ZD	ZONING DISTRICT	RM45	0
SQFT	SQUARE FOOTAGE	N/A	0
NOEMP	NUMBER OF EMPLOYEES	10	0
NAICS	NA IND CLASS CODE	61	0
CRA	CRA	NA	0

REGISTER NOW



LIVING WATER SURF SCHOOL

Learn from the Pros!

PRESENTED BY



Register Now!!! Click here

Rompano Beach

Full Day /

Siblings & Friends

Home | About Us | Quiksilver & Roxy Surf Camps | Surf Lessons | Surf Parties and Special Events | Contact Us | Register



SUMMER SURF CAMP 2015

A large, dark, textured banner with the text "REGISTER NOW" in a very large, bold, white, sans-serif font at the top. Below this, there is a faint, large graphic of a surfboard with the letters "LWS" on it. At the bottom of the banner, the text "LIVING WATER SURF SCHOOL" is repeated in a smaller, bold, white font. To the right of this text, there is a small graphic of a surfboard with the text "Learn from the best!" next to it. On the left side, there is a small logo that says "PRESENTED BY" followed by two circular logos: one for Quiksilver and one for Roxy.

[Register Now!!! Click here](#)

Location: 16th Street – Pompano Beach

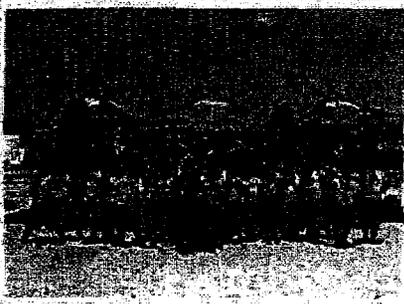
Cost: 1 week camp \$299 Full Day / \$199 Half Day

Home | About Us | Quiksilver & Roxy Surf Camps | **Surf Lessons** | Surf Parties and Special Events | Contact Us | Register

LIVING WATER SURF SCHOOL

About Surf Camps

Learn to surf or improve your surfing skills this Summer Break with Living Water Surf School, presented by Quiksilver and professional surfer William "Skeeter" Zimmerman. Skeeter and his staff of accomplished instructors will help you enjoy and appreciate the ocean and experience the supreme pleasures of The Sport of Kings. Skeeter has shared his passion for surfing and knowledge of the sport with thousands of students during his 12 years as a surf instructor. His expertise is strengthened by his friendship with other professional surfers who will make guest appearances at the camp and assist Skeeter and his staff of CPR certified and life guard trained instructors.



- South Florida's Premiere Surf Camps!!! Learn From A Pro Surfer!!!

Each morning your child will be met by our program's skilled instructors on the oceanfront at 16th Street, Pompano Beach. This is an excellent site with user-friendly waves, a sandy bottom, and a safe environment for teaching your child how to enjoy and appreciate the ocean.

- Living Water Surf School offers the only Quiksilver/Roxy Surf Camps in Florida!

Instruction will focus around Ocean Awareness and Surfing Fundamentals. In addition, students will learn firsthand about such topics as waves and tides, marine biology, coastal ecology, and beach profiles. Students may also participate in skimboarding, snorkeling, beach games, and towed tubing or wakesurfing (Wave runners driven by instructors only).



- Remember, the best surfer is the one having the most fun!!!

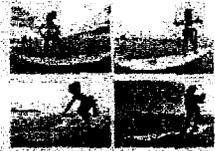
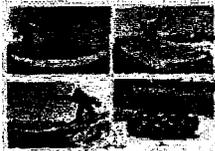
Each morning will begin with light stretching and exercises for young surfers. A professional surfer will be on hand to discuss his experiences surfing around the globe and competing in international surf events. A member of the Surfrider Foundation will visit to explain this organization's role in helping preserve our ocean environment. Various surf industry professionals (surfboard shaper, sales representative, photographer, team manager) will make guest appearances to describe their role in the surf industry.

Each week will culminate with a surf contest, complimentary pizza party, and giveaways from Quiksilver, Roxy, and area surf shops.

Campers need to pack a lunch each day, except Friday.

No surfing experience necessary/must be able to swim.

Register Now!!! [Click here](#)



Website by [Boca Raton Photography & Design](#)

[Switch to our mobile site](#)