

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT to the License Agreement dated _____, 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

PAYLESS SWIM LLC, a Florida corporation, having its office and place of business at 12270 NW 2nd St, Coral Springs, Florida 33071, hereinafter referred to as “LICENSEE.”

WHEREAS, the parties entered into a License Agreement to operate a swim shop at the Pompano Beach Aquatics Center on January 28, 2021, ("Original Agreement"), and approved by City Resolution No. 2021-53; and

WHEREAS, the CITY and LICENSEE have mutually agreed to extend the Original Agreement for an additional five-year period, and to amend certain terms and conditions.

WITNESSETH:

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

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

2. The Original Agreement effective January 28, 2021, approved and adopted by Resolution No. 2021-53, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. That Article 14 "Notices and Demands" of the Original Agreement is hereby amended as follows:

...

With a copy to:

~~Recreation Program Administrator~~ **Recreation Director**

1801 NE 6th St

Pompano Beach, Florida 33060

~~mark.beaudreau@copbfl.com~~ **scott.moore@copbfl.com**

~~954-786-4181 office~~ **954-786-4148 office**

954-786-4113 fax

4. The attached Exhibit "A" Scope of Authorization, is hereby substituted for, and in all references replaces, that Exhibit "A" Scope of Authorization which was attached to, referenced, and made a part of the Original Agreement.

5. The attached Exhibit "C" Recordkeeping, Inspections, and Audit Procedures, is hereby substituted for, and in all references replaces, that Exhibit "C" Recordkeeping, Inspections, and Audit Procedures which was attached to, referenced, and made a part of the Original Agreement.

6. The parties hereto agree to extend the Original Agreement for an additional five-year period, ending January 27, 2031 under the same terms and conditions.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"LICENSEE"

Payless Swim LLC

By: _____

Michael P. McGoun, Manager

Witnesses:

AB
Amber Barnes
(Print or Type Name)

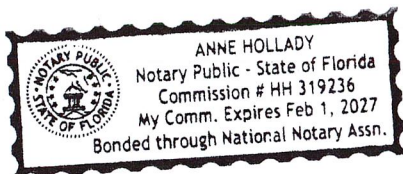
MB
Melanie Heminger
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of October, 2025, by Michael P. McGoun as Manager of Payless Swim LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced FL Drivers License as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

HH 319236
Commission Number

Exhibit A
Scope of Authorization
Payless Swim LLC

A. Introduction/ Background

The City of Pompano Beach (“City”) Aquatic Center, located at 820 NE 18th Avenue (the “Property”) has a 50-meter competition pool and a small 25-meter teaching pool and hosts specialty programs, such as competitive aquatic programs and swim teams, ranging from local to regional swimmers (the “Program”).

B. Objectives

The City will enter into an agreement with Payless Swim LLC (“Licensee”) to operate a full-service swim shop (“Shop”) specializing in all competitive aquatic disciplines on the premises of the Property.

C. Scope of Work

Licensee shall provide at a minimum the following services:

1. Manage day to day operations of the Shop during mutually agreed upon hours that are determined at the execution of this contract. Shop shall be open during all events held at the Property.
2. Operate the Shop and provide services in a manner comparable to a first class facility that meets swimmers’ needs.
3. Responsible for all equipment inside the Shop and their maintenance.
4. Responsible for the cleanliness of the Shop. No garbage may be stored by Licensee at Shop and within sight of the public.
5. Manage all inventory of goods and merchandise sold within the Shop, including, but not limited to: swimwear, clothing, training accessories and equipment.
6. All merchandise sold at the Shop shall be offered at competitive prices for the Broward County area.
7. Responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed for the provision of merchandise sales.
8. Shall accept Shop in as-is condition and shall not make any improvements, additions or repairs without prior written approval from the City.
9. Approved authorized resale account with the names brands to include, but not limited to:
 - a. Adidas Swim
 - b. Arena
 - c. Blue Seventy
 - d. Custom Swim Cap ability
 - e. Dolfen
 - f. Finis
 - g. Nike
 - h. Q Swimwear

Exhibit A
Scope of Authorization
Payless Swim LLC

- i. Speedo
 - j. Stretchcordz
10. Licensee shall give City prompt written notice of any accidents occurring at the Shop in which damage to property or injury to a person occurs.
11. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash receptacles. Receptacles to be provided by the City. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.

Reporting

Licensee shall record all fees and sales under this Agreement on a daily basis and submit monthly gross revenue reports to the City's Recreation Director or designee. In addition, Licensee shall adhere to all Accounting and Auditing Procedures listed in detail in Exhibit "C".

Compensation

1. Licensee shall pay the City a monthly fee directly to Treasury Department, located at 100 W Atlanti Boulevard. Payment shall be made on the first day of each month. For the initial term of this Agreement, the monthly fee will be three hundred and fifty (\$350.00) dollars. For the second year of this Agreement, the monthly fee will be four hundred (\$400.00) dollars. For the third year and additional years, the monthly fee will be four hundred and fifty (\$450) dollars. A late fee of twenty-five (\$25) dollars shall be assessed if payment is not received by the fifth day of the month.

Year	Monthly Fee
2026	\$350
2027	\$400
2028	\$450
2029	\$450
2030	\$450

2. Licensee shall provide a minimum discount of twenty-five (25%) off Manufacturer's Suggested Retail Price ("MSRP") pricing for all Aquatic Division lifeguard uniforms, swimsuits and equipment.

Management

- 1. Licensee shall have one (1) manager to oversee staffing and operations of Property, who will be the direct point of contact for the City.
- 2. Property manager shall address all health and safety concerns promptly.
- 3. Licensee shall ensure that the Property is sufficiently staffed at all times with qualified personnel in order to handle patron demand and provide exceptional customer service.
- 4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.

Exhibit A
Scope of Authorization
Payless Swim LLC

5. Provide an operation that shall be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Licensee shall have their policies, including but not limited to refunds, clearly posted for patrons to view. License shall provide a copy of said policies to the City's Contract Administrator prior to starting operations.

Merchandise

1. Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed, not in written format. Licensee shall request approval from City. The City will provide Licensee with designee contact information upon execution of the contract required to the property.
2. Provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation. Any permit fees required shall be at the Licensee's expense.

Permitting

1. Licensee shall meet all Health Department regulations, other applicable laws and regulations, and be solely responsible for any payments and permits relating to.
2. Licensee shall meet all Department of Environmental Protection regulations, other applicable laws and regulations and be solely responsible for any payments and permits relating to.
3. Manage, operate and maintain of facility and provide services in accordance with legal requirements and safety practices required for the safe operations.
4. Shall comply with the requirements of all applicable Federal, State, and Local laws and regulations, as appropriate, including, but not limited to, ADA compliance, health, minimum wage, social security, unemployment insurance, worker's compensation and equal employment guidelines.

The City will :

1. Will provide electricity and internet for the Shop.
2. Maintain the Shop and surrounding outdoor areas, including the building systems (plumbing, electrical ceilings, etc.) and provide general maintenance (shrubbery and lawn care, etc.). City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making repairs.
3. Provide Licensee with a designated area for the Shop to operate, stock and sell aquatic-related merchandise.
4. Provide Licensee a schedule of all meets, competitions, events and scheduled practices of both local home-based programs and visiting teams.

Exhibit A
Scope of Authorization
Payless Swim LLC

Level 2 Background Check

Licensee, its employees, subcontractors, and volunteers shall be required to undergo a Level 2 background screening prior to having any interaction with the public at the Property. The cost of the background check shall be the sole responsibility of the Licensee.



PAYLSWI-01

RSARDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

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 have ADDITIONAL INSURED provisions or 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 World Insurance Associates, LLC 400 Carillon Parkway, Ste. 125 Saint Petersburg, FL 33716	CONTACT NAME: Ronn Sarda PHONE (A/C, No, Ext): (727) 344-5500 386 FAX (A/C, No): (737) 344-5501 E-MAIL ADDRESS: ronaldsarda@worldinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company, Ltd. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Payless Swim LLC 3126 NW 67 Ct Ft Lauderdale, FL 33309	NAIC # 11000

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

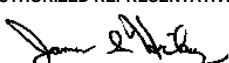
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		04SBMNx4857	4/20/2025	4/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability Policy includes additional insured endorsement that provides additional insured status to the certificate holder when required by written contract between the holder and the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 100 W Atlantic Blvd Pompano Beach, FL 33060	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 
---	---

Here is your **Insurance Card**

Package Homeowners & Automobile Insurance Policy

**APPROVED***David Daley***By David Daley at 4:27 pm, Nov 19, 2025****NAMED INSURED:****F0085**

IN-FLPK-IDCRD-06242025-11-PKG701520052

1/3 :

MICHAEL MCGOUN
ADRIANA RODRIGUEZ
12270 NW 2ND ST
CORAL SPRINGS, FL 33071-8003

Your policy number is **PKG701520052**Your policy term is **Aug 13 2025 to Aug 13 2026**

Thank you for insuring with AAA - Auto Club Insurance Company of Florida.

By law, we issue an insurance card to you for each motor vehicle on your policy. This card must be presented as evidence of liability insurance to a law enforcement officer if requested. Cards will be issued when your policy is renewed or when there is a change in vehicles. Please register your policy online at www.aaa.com where you will be able to obtain additional cards, information on current accounts or find out more about how we can help with all of your personal Insurance needs.

If you are involved in an accident that caused injuries, call 911 immediately. If your vehicle is not drivable and you have Comprehensive and Collision coverage, call AAA Accident Assist from the scene at the phone number printed on your insurance card. With your single call to AAA, we will: Immediately initiate your claim and dispatch roadside assistance to tow your vehicle, schedule repairs at a local shop of your choice, and make a rental car reservation that fits your rental coverage. At AAA Direct Repair Shops, you don't wait for a claim adjuster and AAA guarantees repairs for as long as you own the vehicle.

If you have questions about the coverages on your policy, benefits of Accident Assist or need other assistance, please contact your agent.

Questions about your coverages and benefits?

Please contact your agent. Thank you for choosing
AAA - Auto Club Insurance Company of Florida.



Your agent is
Rosa Mau



954-424-4140

rmau@acg.aaa.com**What to do at the time of an accident**

1. Remain at the scene and contact police.
2. Obtain names and contact information from other driver(s) and witnesses.
3. Do not admit liability. Report the claim to AAA.

To report a claim

Speak to a AAA Claims Professional at 800-289-1325.

For policy changes or billing inquiries

Contact us at 800-289-1325 or www.aaa.com

See policy and outline of coverage; damage to a rental vehicle is covered to the extent shown therein

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR.



FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
Auto Club Insurance Company of Florida - 03704

EFFECTIVE DATE: Aug 13 2025
EXPIRATION DATE: Aug 13 2026

POLICY NO: **PKG701520052**

PERSONAL INJURY

PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY



BODILY INJURY LIABILITY

NAMED INSURED: MICHAEL MCGOUN , ADRIANA RODRIGUEZ
VEHICLE: 2019 TOYOTA 4RUNNER 4DR VIN: JTEZU5JR2K5200031

Not Valid More Than One Year From Effective Date

What to do at the time of an accident

1. Remain at the scene and contact police.
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PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY



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Not Valid More Than One Year From Effective Date

Here is your Insurance Card

Package Homeowners & Automobile Insurance Policy

**NAMED INSURED:**

IN-FLPK-IDCRD-06242025-11-PKG701520052

2/3 :

F0085

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If you are involved in an accident that caused injuries, call 911 immediately. If your vehicle is not drivable and you have Comprehensive and Collision coverage, call AAA Accident Assist from the scene at the phone number printed on your insurance card. With your single call to AAA, we will: Immediately initiate your claim and dispatch roadside assistance to tow your vehicle, schedule repairs at a local shop of your choice, and make a rental car reservation that fits your rental coverage. At AAA Direct Repair Shops, you don't wait for a claim adjuster and AAA guarantees repairs for as long as you own the vehicle.

If you have questions about the coverages on your policy, benefits of Accident Assist or need other assistance, please contact your agent.

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rmau@acg.aaa.com

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EFFECTIVE DATE: Aug 13 2025
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POLICY NO: **PKG701520052**

PERSONAL INJURY

PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY



BODILY INJURY LIABILITY

NAMED INSURED: MICHAEL MCGOUN , ADRIANA RODRIGUEZ
VEHICLE: 2005 TOYOTA 4RUNNER 4DR VIN: JTEZU14RX50058825

Not Valid More Than One Year From Effective Date

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BODILY INJURY LIABILITY

NAMED INSURED: MICHAEL MCGOUN , ADRIANA RODRIGUEZ
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**NAMED INSURED:**

IN-FLPK-IDCRD-06242025-11-PKG701520052

3/3 :

F0085

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Rosa Mau



954-424-4140



rmau@acg.aaa.com

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PROTECTION BENEFITS/
PROPERTY DAMAGE LIABILITY



BODILY INJURY LIABILITY

NAMED INSURED: MICHAEL MCGOUN , ADRIANA RODRIGUEZ
VEHICLE: 2024 LEXUS RX 350 4DR VIN: 2T2BAMBA8RC025293

Not Valid More Than One Year From Effective Date

What to do at the time of an accident

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BODILY INJURY LIABILITY

NAMED INSURED: MICHAEL MCGOUN , ADRIANA RODRIGUEZ
VEHICLE: 2024 LEXUS RX 350 4DR VIN: 2T2BAMBA8RC025293

Not Valid More Than One Year From Effective Date

Kiandra Russ, Contract Specialist

1010 NE 3rd Ave
Pompano Beach, FL 33060
Phone: (954) 545-7809



November 19, 2025

Payless Swim LLC
Attn: Michael P. McGoun
12270 NW 2nd St
Coral Springs, FL 33071

APPROVED

David Daley

By David Daley at 4:24 pm, Nov 19, 2025

Dear Michael P. McGoun:

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 Procurement and Contracts, 1010 NE 3rd Ave, Pompano Beach, FL 33060. If you have any questions about this letter please telephone me at (954) 545-7809.

Sincerely,

Kiandra Russ,
Contract Specialist

VENDOR has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **VENDOR** 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

Date

Name and Title (print)

EXHIBIT C

RECORDKEEPING, INSPECTION, AND AUDIT PROCEDURES

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in Agreement and in this Exhibit.

LICENSEE shall preserve and keep a true and accurate account of records, and agrees to make available locally at all reasonable times for CITY's inspection and audit, all such financial records and supporting documentation attendant to LICENSEE agreement and activities. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters, financial/statistical records including all monies received attendant to LICENSEE activities under this agreement.

LICENSEE shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of three (3) 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, of Florida Statutes as referenced in agreement. 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.

If such inspection or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due within ten ((10) calendar days. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the full amount due and also pay for the cost of the CITY's audit within 10 calendar days.

Incomplete and incorrect entries in LICENSEE ' s records may be grounds for the CITY's rejection of any fees based upon such entries as well as termination of this Agreement.

RESOLUTION NO. 2021- 53

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING RESOLUTION NO. 2019-260 AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PAYLESS SWIM LLC TO OPERATE A SWIM SHOP AT THE POMPANO BEACH AQUATICS CENTER; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Resolution No. 2019-260 is hereby rescinded in its entirety.

SECTION 2. That a License Agreement between the City of Pompano Beach and Payless Swim LLC for the operation of a Swim Shop at the Pompano Beach Aquatics Center, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said License Agreement between the City of Pompano Beach and Payless Swim LLC.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 26th day of January, 2021.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

ATTEST:

REX HARDIN, MAYOR

DocuSigned by:

Asceletha Hammond

775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

/jrm
11/22/2021
l:reso/2021-83

DocuSigned by:



City of Pompano Beach

LICENSE AGREEMENT

with

Payless Swim LLC

INDEX OF EXHIBITS

Exhibit A	Scope of Authorization
Exhibit B	Insurance
Exhibit C	Recordkeeping, Inspection and Audit Procedures
Exhibit D	City's Youth Programs Background Screening Policy

THIS LICENSE AGREEMENT (“Agreement”), entered into on
January 28, 2021, by and between:

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

and

PAYLESS SWIM LLC, a Florida limited liability company
(hereinafter “LICENSEE”).

WHEREAS, the CITY desires to enter into an agreement with a qualified firm to provide operation of a full-service swim shop servicing all competitive aquatic services to the CITY (the “Program” described in Exhibit A, Scope of Authorization) located at 820 NE 18 Avenue in Pompano Beach, Florida (the “Property”); and

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide Program at the Property is in the best interest of the public; and

WHEREAS, 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, 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 supplied by CITY or by others authorized by the CITY’s Recreation Program Administrator.

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

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

7. 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 activities in a professional, reputable manner.

8. LICENSEE 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 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 without prior written approval from CITY.

B. Any attempt by LICENSEE 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 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.

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 LICENSEE.

ARTICLE 3 TERM AND RENEWAL

The term of this Agreement is for five (5) years and shall commence upon execution by both parties.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five (5) year period upon the written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

ARTICLE 4 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B 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 5 PUBLIC RECORDS PROCEDURES

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
954-786-4611
RecordsCustodian@copbfl.com**

ARTICLE 6 RECORDKEEPING, INSPECTION AND AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit C.

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder 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 of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

B. *LICENSEE's Responsibility for Damage or Loss of CITY Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Program. CITY expects the Property to be restored to the same condition which existed prior to set up of the Program.

If the Property 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 LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE'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 Program.

D. Required Licenses, Permits and Authorizations. LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Program on the Property. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the start of the Program, LICENSEE shall have secured all necessary licenses for conducting the Program. LICENSEE shall be responsible for any fees or dues for said licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Program.

If applicable LICENSEE 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. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. *Compliance With all Laws.* In the conduct of its activities under this License Agreement, LICENSEE 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. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

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

G. LICENSEE, 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. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

H. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

I. LICENSEE 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.

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

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

L. LICENSEE shall utilize the Property exclusively for the activities described herein. In addition, LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Property to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

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

N. LICENSEE shall promptly respond to concerns raised by Program patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

O. LICENSEE is responsible for any fees, taxes or levies imposed as a result of this Agreement.

P. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement. Furthermore, for programs that interact with minors, 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 D, attached hereto and made a part hereof. 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 the cost of LICENSEE, 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 8 RESPONSIBILITIES OF CITY

CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (E.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 7.

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Program or LICENSEE, its sub-contractors or other agents left on the Property and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Property at the conclusion of the Program shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the Property 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 Property, 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. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

C. *Incorporation by Reference.* All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

ARTICLE 10 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE 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 LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of services provided by CITY under this Agreement and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE.

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

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

ARTICLE 11 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE 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 12 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

ARTICLE 13 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 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
greg.harrison@copbfl.com
954-786-4601 office
954-786-4504 fax

With a copy to:

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

FOR LICENSEE:

Michael McGoun, Payless Swim, LLC
12270 NW 2nd Street
Coral Springs, Florida 33071
paylessswim@hotmail.com
954-515-8689

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 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.

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

ARTICLE 17 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 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.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the event to a later date pursuant to the terms of this agreement.

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 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 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 Property but rather a license granted to LICENSEE by CITY to provide the Program 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. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26 TERMINATION

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Termination for Convenience of City.* Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may terminate this event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event which threatens the immediate health or safety of the public.

D. *Dispute Resolution.* 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. In case of a failure to cure a breach or default, the defaulting 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, the forty-five (45) day advance written notice provision set forth in Article 14 herein shall not apply and 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 27
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 28
CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

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

ARTICLE 29
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

ARTICLE 30
NON-EXCLUSIVE LICENSE

Licensee acknowledges and agrees that it is not acquiring any rights other than the non-exclusive right to use the Facility in accordance with the terms of this Agreement.

ARTICLE 31
ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

(SEAL)

DocuSigned by:


APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

"LICENSEE":

Witnesses:

Payless Swim LLC

Mark A. BeaudrePrint Name: Mark A. BeaudreKate MelchenPrint Name: Kate MelchenBy: Michael P. McGoun, Manager

Michael P. McGoun, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of December, 2020, by Michael P. McGoun as the Manager of Payless Swim LLC who is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

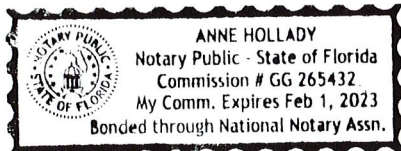
Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDAAnne Hollady
(Name of Acknowledger Typed, Printed or Stamped)GG 265432
Commission Number

Exhibit A

Scope of Authorization

A. Introduction/ Background

The City of Pompano Beach's newly renovated Aquatic Center is located at 820 NE 18th Avenue. The Aquatics Center has a 50-meter competition pool and a small 25-meter teaching pool and hosts specialty programs, such as competitive aquatic programs and swim teams.

Payless Swim LLC, a Florida limited liability company (Licensee), was awarded the contract from FRFP E-20-16 in 2016. Since 2016, the Aquatics Center has been under construction and the Licensee will be relocated to a new building located on the premise. Licensee has over ten (10) years of experience in operating a swim shop with extensive knowledge in team sales, sponsorship, suit sizing, criteria and swim regulations.

B. Objectives

The City of Pompano Beach will enter into an agreement with Licensee to operate a full-service swim shop (shop) specializing in all competitive aquatic disciplines on the premises of Pompano Beach Aquatics Center, located at 820 NE 18th Avenue.

C. Scope of Work

Licensee shall provided at a minimum the following services:

1. Manage day to day operations of the Shop during mutually agreed upon hours that are determined at the execution of this contract. Shop shall be open during all events held at the Aquatics Center.
2. Operate the Shop and provide services in a manner comparable to a first class facility that meets swimmers' needs.
3. Responsible for all equipment inside the Shop and their maintenace.
4. Responsible for the cleanliness of the Shop. No garbage may be stored by Licensee at Shop and within sight of the public.
5. Manage all inventory of goods and merchandise sold within the Shop, including, but not limited to: swimwear, clothing, training accessories and equipment.
6. All merchandise sold at the Shop shall be offered at competitive prices for the Broward County area.
7. Responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed for the provision of merchandise sales.
8. Shall accept Shop in as-is condition and shall not make any improvements, additions or repairs without prior written approval from the City.
9. Approved authorized resale account with the names brands to include, but not limited to:

- a. Adidas Swim
 - b. Arena
 - c. Blue Seventy
 - d. Custom Swim Cap ability
 - e. Dolfin
 - f. Finis
 - g. Nike
 - h. Q Swimwear
 - i. Speedo
 - j. Stretchcordz
10. Licensee shall give City prompt written notice of any accidents occurring at the Shop in which damage to property or injury to a person occurs.
 11. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash receptacles. Receptacles to be provided by the City. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.

Reporting

Licensee shall record all fees and sales under this Agreement on a daily basis and submit monthly gross revenue reports to the City's Recreation Programs Administrator or designee.

Compensation

1. Licensee shall pay the City a monthly fee of three hundred (\$300) dollars directly to Treasury Department, located at 100 W Atlantic Boulevard. Payment shall be made on the first day of each month. A late fee of twenty-five (\$25) dollars shall be assessed if payment is not received by the fifth day of the month.
2. Licensee shall provide a minimum discount of twenty-five (25%) off Manufacturer's Suggested Retail Price (MSRP) pricing for all Aquatic Division lifeguard uniforms, swimsuits and equipment.

Management

1. Licensee shall have one manager to oversee staffing and operations of Property, who will be the direct point of contact for the City.
2. Property manager will address all health and safety concerns promptly.
3. Licensee shall ensure that the Property is sufficiently staffed at all times with qualified personnel in order to handle patron demand and provide exceptional customer service.
4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.
5. Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Licensee shall have their policies, including but not limited to refunds, clearly posted for patrons to view. Licensee shall provide a copy of said policies to the City's Contract Administrator prior to starting operations.

Merchandise

1. Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed, not in written format. Licensee shall request approval from City. The City will provide Licensee with designee contact information upon execution of the contract required to the property.
2. Provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation. Any permit fees required will be at the Licensee's expense.

Permitting

1. Licensee shall meet all Health Department regulations, other applicable laws and regulations, and be solely responsible for any payments and permits relating to.
2. Licensee shall meet all Department of Environmental Protection regulations, other applicable laws and regulations and be solely responsible for any payments and permits relating to.
3. Manage, operate and maintain of facility and provide services in accordance with legal requirements and safety practices required for the safe operations.
4. Shall comply with the requirements of all applicable Federal, State, and Local laws and regulations, as appropriate, including, but not limited to, ADA compliance, health, minimum wage, social security, unemployment insurance, worker's compensation and equal employment guidelines.

City will provide the following services:

1. Will provide electricity and internet for the Shop.
2. Maintain the Shop and surrounding outdoor areas, including the building systems (plumbing, electrical ceilings, etc.) and provide general maintenance (shrubbery and lawn care, etc.). City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making repairs.
3. Provide Licensee with a designated area for the Shop to operate, stock and sell aquatic-related merchandise.
4. Provide Licensee a schedule of all meets, competitions, events and scheduled practices of both local home-based programs and visiting teams.

EXHIBIT B

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. 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.

LICENSEE 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 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. 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

___ sexual abuse/molestation

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

___ liquor legal liability

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

AUTOMOBILE LIABILITY:
☐

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per
Aggregate. Bodily injury (each person) bodily injury (each
accident), property damage, bodily injury and property
damage combined.

XX comprehensive form

☐

Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

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

\$1,000,000

(3) If Professional Liability insurance is required, LICENSEE 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, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2020

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 NORTHERN INSURANCE GROUP INC 04033452 949 BRIGHTON AVENUE PORTLAND ME 04102	CONTACT NAME:	
	PHONE (207) 878-7602 (A/C, No, Ext):	FAX (207) 221-1067 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED PAYLESS SWIM LLC 3126 NW 67TH CT FORT LAUDERDALE FL 33309-1204	INSURER A : Sentinel Insurance Company Ltd. 11000	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		04 SBM NX4857	04/20/2020	04/20/2021	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
	GENERAL AGGREGATE						\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person)	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident)	
	<input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY						PROPERTY DAMAGE (Per accident)	
							EACH OCCURRENCE	
							AGGREGATE	
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			04 SBM NX4857	04/20/2020	04/20/2021	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

APPROVED

By Danielle Thorpe at 10:27 pm, Jul 29, 2020

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Pompano Beach
 1190 NE 3RD AVE
 POMPANO BEACH FL 33060-5740

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Exhibit B
Payless Swim LLC - Auto Insurance

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 7:30 pm, Sep 23, 2020



MICHAEL P MCGOUN
ADRIANNA RODRIGUEZ
 Gold Membership



Form A022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412

Policy Number: 941177778

Effective Date: 08/15/2020

Expiration Date: 08/15/2021

☒ **Personal Injury Protection**
☒ **Benefits/Property Damage Liability**

☒ **Bodily Injury Liability**
 See policy and outline of coverage;
 damage to a rental vehicle is covered
 to the extent shown therein.

Named Insured(s):
 MICHAEL P MCGOUN
 ADRIANNA RODRIGUEZ

Year	Make	Model
2019	TOYOTA	4RUNNER
2005	TOYOTA	4RUNNER

VIN
JTEZU5JR2K5200031
JTEZU14RX50058825

NAIC Number: 24252

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?

Call 1-800-776-2778.

Your Agent:

ALLIANCE & ASSOCIATES 1-866-771-4715

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE®

PROGRESSIVE®

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.



**MICHAEL P MCGOUN
ADRIANNA RODRIGUEZ**
Gold Membership



Form A022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412

Policy Number: 941177778

Effective Date: 08/15/2020

Expiration Date: 08/15/2021

**[X] Personal Injury Protection
Benefits/Property Damage Liability**

[X] Bodily Injury Liability
See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):
MICHAEL P MCGOUN
ADRIANNA RODRIGUEZ

Year	Make	Model
2019	TOYOTA	4RUNNER
2005	TOYOTA	4RUNNER

VIN
JTEZU5JR2K5200031
JTEZU14RX50058825

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KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 7:31 pm, Sep 23, 2020



**MICHAEL P MCGOUN
ADRIANNA RODRIGUEZ**
Gold Membership



Form A022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412

Policy Number: 941177778

Effective Date: 08/15/2020

Expiration Date: 08/15/2021

☒ **Personal Injury Protection
Benefits/Property Damage Liability**

☒ **Bodily Injury Liability**
See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):
MICHAEL P MCGOUN
ADRIANNA RODRIGUEZ

Year Make
2012 HYUNDAI

Model
SONATA

VIN
5NPEB4AC1CH443295

NAIC Number: 24252

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?

Call 1-800-776-2778.

Your Agent:

ALLIANCE & ASSOCIATES 1-866-771-4715

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE®

PROGRESSIVE®

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Parks, Recreation and Cultural Arts Dept.

City of Pompano Beach, Florida

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

Exhibit B - Payless Swim, LLC Workers Comp Waiver

11/24/2020

Payless Swim LLC
12270 NW 2nd Street
Coral Springs, FL 33171

APPROVED*By Danielle Thorpe at 6:12 pm, Jan 06, 2021*

Michael McGoun,

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 St, Pompano Beach, 33060. If you have any questions about this letter please telephone me at .

Very truly yours,

Kelly Fernandez
Recreation Supervisor

Payless Swim LLC. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Payless Swim 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.

Signature

Co-Owner

Name and Title (print)

Date

1/5/20

EXHIBIT C**RECORDKEEPING, INSPECTION AND AUDIT PROCEDURES**

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in Agreement and in this Exhibit.

LICENSEE shall preserve and keep a true and accurate account of records, and agrees to make available locally at all reasonable times for CITY's inspection and audit, all such financial records and supporting documentation attendant to LICENSEE agreement and activities. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters, financial/statistical records including all monies received for gross sales attendant to LICENSEE activities under this agreement.

LICENSEE shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of three (3) 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, of Florida Statutes as referenced in agreement. 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.

If such inspection or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due within ten ((10) calendar days. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the full amount due and also pay for the cost of the CITY's audit within 10 calendar days.

Incomplete and incorrect entries in LICENSEE ' s records will be grounds for the CITY's allowance of any fees based upon such entries as well as termination of this Agreement.

Exhibit D

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