

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 PROSERVE CONCEPTS, INC., TO ENGAGE A TENNIS PROFESSIONAL TO PROVIDE CERTAIN GOODS AND SERVICES AT THE MUNICIPAL TENNIS CENTER; 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 ProServe Concepts, Inc., to engage a tennis professional to provide certain goods and services at the Municipal Tennis Center, 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 ProServe Concepts, Inc.

SECTION 3. This Resolution shall become effective upon passage.

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



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

City of Pompano Beach

LICENSE AGREEMENT

with

ProServe Concepts, Inc.

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Exhibit

- A Request for Proposals H-47-10
- B Licensee's Response to Request for Proposals H-47-10
- C Map of Municipal Tennis Center
- D Fee Schedule
- E Accounting Methods and Procedures
- F Insurance Requirements

LICENSE AGREEMENT

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

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

and

PROSERVE CONCEPTS, INC., a Florida profit corporation (hereinafter “LICENSEE”).

WHEREAS, the CITY issued Request for Proposals H-47-10 (Exhibit A) to locate a tennis professional to provide certain goods and services at its Municipal Tennis Center located at 920 NE 18 Avenue in Pompano Beach, Florida (the “Tennis Center”); and

WHEREAS, on September 28, 2010, the CITY declared ProServe Concepts, Inc. as the first ranked proposer to RFP H-47-10 (Exhibit B) and directed staff to negotiate a License Agreement (the “Agreement”) between the parties; and

WHEREAS, in accordance with the terms and conditions set forth herein, LICENSEE is able and prepared to provide the goods and services described in this Agreement and in Exhibits A, B and D-F attached hereto and made a part hereof; 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 ProServe Concepts, Inc. LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. ProServe Concepts, Inc. is a Florida for profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

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

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

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

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

6. The standard of care for all professional services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by tennis professionals currently practicing under similar circumstances in the same locality.

7. CITY shall be entitled to rely upon the professional 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 CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

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

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

**ARTICLE 3
TERM AND RENEWAL**

The City hereby engages LICENSEE to serve as its tennis professional at the Tennis Center for a term of five (5) years, commencing Mar. 1, 2012, and ending Feb. 28, 2017. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

**ARTICLE 4
RESPONSIBILITIES OF LICENSEE**

LICENSEE shall provide full time, on-site management for the Tennis Center and all its operations consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at the Tennis Center depicted in Exhibit C attached hereto and made a part hereof, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, coordinate and direct the overall operations of the Tennis Center and Tennis Pro Shop, including supervising all LICENSEE's tennis instructors and CITY's cashiers, service and court maintenance workers at the Tennis Center.
2. LICENSEE shall be responsible for the general cleanliness of the tennis courts, Tennis Pro Shop and patio, which includes coordinating daily collection of debris from the aforesaid areas prior to opening them to the public and from time to time throughout the day as conditions require to maintain a state of cleanliness.
3. LICENSEE shall supervise CITY staff in the daily maintenance of brushing, lining, and watering the tennis courts as well as overseeing major conditioning of same.
4. At LICENSEE's sole risk and expense, LICENSEE shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Tennis Pro Shop located in the Tennis Center Clubhouse.
5. In addition to providing items for public sale, LICENSEE may string rackets, rent tennis equipment and provide other services associated with the operation of a Tennis Pro Shop. LICENSEE's provision of all merchandise and services at the Tennis Center, including private and group tennis lessons, shall be offered at competitive prices for the Broward County area as set forth in Exhibit D. LICENSEE must seek and receive written permission from the CITY's Recreation Programs Administrator prior to providing any goods or services not enumerated in Exhibit D.
6. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against LICENSEE's provision of services or merchandise sales under this Agreement.
7. LICENSEE must obtain written permission from the CITY's Recreation Programs Administrator prior to instituting any price increases and the new Exhibit D must be signed by both parties and kept on file as outlined in Exhibit E of this Agreement.
8. LICENSEE shall utilize the Tennis Center exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Tennis Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.
9. LICENSEE is responsible for hiring and managing its own staff of tennis instructors sufficient to provide lessons at convenient times for all persons desiring such instruction during the Tennis Center's regular hours of operation. LICENSEE's tennis instructors shall be a minimum of eighteen years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

10. LICENSEE shall be solely responsible for compensating its tennis instructors 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.

11. LICENSEE shall be responsible to ensure that its tennis instructors are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

12. For each tennis instructor, at LICENSEE's sole expense and prior to allowing any of its tennis instructors to provide services at the Tennis Center, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from the United States Professional Tennis Association or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

13. LICENSEE shall promptly respond to complaints about its tennis instructors from the CITY and Tennis Center patrons and timely take appropriate disciplinary action as warranted by the circumstances.

14. LICENSEE shall keep the Tennis Pro Shop open to the public seven (7) days per week in accordance with the Tennis Center's regular hours of operation.

15. LICENSEE shall develop a comprehensive lesson program for individuals of both sexes which shall include instruction to individuals and adult, junior, beginner, intermediate and advanced tennis clinics. If the participation level of an instruction program or other like activity requires the use of more than three (3) teaching courts, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional courts.

16. LICENSEE shall provide tennis lessons and sell merchandise to the general public in accordance with the provisions of this Agreement and not discriminate in any manner.

17. LICENSEE and its employees shall maintain a daily log of court usage that provides the names and times of all persons utilizing the tennis courts which shall at all times be available to CITY personnel.

18. LICENSEE shall provide a continual tennis challenge ladder for persons desiring that service.

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

20. 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.

21. Whenever LICENSEE's tennis professional, Edward V. Sposa, is absent from the Tennis Center, he shall delegate his responsibilities to LICENSEE's other tennis instructors to ensure proper coverage at the Tennis Center during any such absence. LICENSEE understands and agrees that Edward V. Sposa is required to be present and working a minimum of forty (40) hours per week at the Tennis Center. LICENSEE also understands and agrees that Edward V. Sposa is required to be "on call" during all times the Tennis Center is in operation. It is LICENSEE's responsibility to notify the CITY's Recreation Programs Administrator in writing of any expected absence of Edward V. Sposa as well as the identity of his replacement.

22. 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.

23. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide twenty (20) hours of youth instruction each year of this Agreement.

24. LICENSEE and its employees are required to pay applicable court fees; however, no court fees shall be required for tennis tournaments approved by the CITY.

25. LICENSEE shall develop, organize and promote leagues, tournaments, socials, member relations, and new memberships at the Tennis Center.

26. Each January 1 under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a written tournament schedule of not more than four (4) tournaments per calendar year. In addition, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of each tournament.

27. LICENSEE shall record all fees and sales under this Agreement on a daily basis and submit monthly status reports on court maintenance, attendance, events and revenue to the CITY's Recreation Programs Administrator.

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

**ARTICLE 5
RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the Tennis Center facilities and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.), tennis courts (net replacement, rollers, court lights, windscreens, resurfacing, etc.); and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with a designated area in the Tennis Center Clubhouse to stock and sell merchandise and services. Said area shall be referred to as the Tennis Pro Shop and provided with the basic amenities necessary to operate a tennis facility for public use, which shall include electric, water and local telephone service only. LICENSEE may advertise and promote the sale of its merchandise and services provided all signs and advertisements comply with all applicable laws, ordinances, regulations and CITY policies.

C. CITY shall provide LICENSEE with the use of sixteen (16) courts for public use, provided that three (3) courts may be used by LICENSEE for private tennis instruction at the rates set forth in Exhibit D. Persons who have paid for tennis instruction from LICENSEE in accordance with Exhibit D shall not be subject to court fees. Interruptions in availability of the courts due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

CITY may utilize all sixteen of the tennis courts for organizing, promoting and conducting various tennis tournaments or other activities provided LICENSEE is given reasonable notice. Additionally, if the three (3) courts designated herein for LICENSEE's provision of tennis lessons are not in use by LICENSEE for that purpose, the CITY may utilize said courts for play by the public without notice to LICENSEE, and LICENSEE shall not be entitled to any additional compensation for such use by the CITY.

D. The CITY shall collect and record all revenues generated from the provision of goods and services at the Tennis Center by transaction code through its RecTrac System.

E. The City shall run separate RecTrac Reports on the first and sixteenth day of each month to calculate LICENSEE's compensation under this Agreement.

**ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT**

A. LICENSEE shall receive compensation from the revenues generated by LICENSEE's ball machine, socials, tournaments, the sale of merchandise and tennis lessons, and related activities and services offered at the Tennis Center.

B. LICENSEE agrees to generate a minimum of \$20,000 annually in net revenues to the CITY under this Agreement made payable in quarterly installments of \$5,000 and, if unable to do so, LICENSEE shall forward the CITY's Recreation Manager a check for the difference

made payable to the City of Pompano Beach within ten (10) business days after the close of each quarter.

C. All revenues generated under this Agreement shall be distributed as summarized below and further detailed in the accounting methods and procedures set forth in Exhibit E attached hereto and made a part hereof.

1. LICENSEE shall receive eighty percent (80%) and CITY shall receive twenty percent (20%) of the gross revenues generated from all tennis tournaments, LICENSEE's ball machine, and the sale of merchandise, tennis lessons and related activities and services offered at the Tennis Pro Shop and on the courts;

2. CITY will retain one hundred (100%) percent of all fees collected for yearly memberships, summer membership fees and hourly court fees.

ARTICLE 7 ACCOUNTING AND RECORD KEEPING PROCEDURES

A. Both CITY and LICENSEE shall conform to the accounting methods and procedures set forth in this Article and Exhibit E attached hereto.

B. LICENSEE and its employees providing services and merchandise hereunder shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of five (5) years after its termination or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of the audit findings.

LICENSEE shall make available at reasonable time for CITY's examination all such financial records, supporting documents, statistical records and any other documents, including federal tax returns and state sales tax returns. If such examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the 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.

C. LICENSEE's fiscal year shall begin on January 1 of each calendar year under this Agreement. Within ninety (90) days after the close of each such fiscal year, LICENSEE shall provide the CITY's Recreation Manager compiled financial statements performed by a certified public accountant as recorded during the course of LICENSEE's fiscal operation. Said compiled financial statements shall be prepared at LICENSEE's sole expense. LICENSEE is also responsible for submitting such reports for any partial year.

The compiled financial statements shall include the Balance Sheet and related Statements of Income, Retained Earnings and Cash Flows in accordance with the standards

established by the American Institute of Certified Public Accountants. The Statement of Income shall separately list all revenues and expenses of the Tennis Center and Tennis Pro Shop.

In the event LICENSEE fails to comply with the foregoing requirements regarding provision of the compiled financial statements, CITY may employ a certified public accountant to make such an examination and LICENSEE shall be solely responsible for paying said costs within ten (10) days of receipt of CITY's invoice for same.

D. LICENSEE and the CITY's Recreation Manager shall keep a monthly record of all transactions, monies received and expenses paid under this Agreement using RecTrac reports and logging information on a form approved by the CITY and in such detail as CITY requires. The detailed and summary RecTrac reports shall be produced and maintained for a minimum of five (5) years or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

E. All sources of revenue shall be recorded through the CITY's RecTrac System using the transaction codes referenced in Exhibit D to account for the use of separate operator and product/transaction codes. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.

F. All tournament revenues, including those of the United States Tennis Association, shall be formally accounted for through the CITY's RecTrac System and the summary and detailed RecTrac Reports printed to report the revenue results. LICENSEE shall record and account for all tournament expenses and be solely responsible for preparing and providing a Statement of Income and Expenses to CITY within fifteen (15) days of each tournament or social. No LICENSEE expenses are to be reimbursed or netted against gross tournament revenue.

G. LICENSEE shall maintain a separate bank checking account to record all revenue generated and expenses incurred under this Agreement.

ARTICLE 8 CITY'S RIGHT TO AUTHORIZE USE OF THE TENNIS COURTS

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the tennis courts for special group functions upon reasonable written notice to LICENSEE who shall not be entitled to any additional compensation.

ARTICLE 9 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 Tennis Center.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the Tennis Pro Shop 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 Tennis Center and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Tennis Center.

ARTICLE 10 INSURANCE

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

ARTICLE 11 INDEPENDENT CONTRACTOR

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

ARTICLE 12 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 17 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar day of receipt or the alleged default has not been remedied within ten (10) calendar days after written notice of same and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 17 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 14 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 13
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance under this Agreement. The review and evaluation shall be based on performance criteria developed by CITY utilizing the scope of services described in Article 4 herein. The CITY shall provide LICENSEE with a written summary of said evaluation and provide an adequate opportunity for LICENSEE to discuss its evaluation with the CITY's Recreation Programs Administrator.

**ARTICLE 14
TERMINATION**

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 17 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 17 herein.

In the event of termination, CITY shall compensate LICENSEE for all merchandise sold or authorized services satisfactorily performed through the termination date under the payment terms set forth herein. If any service hereunder is in progress but not completed as of the date of termination, then upon the CITY's written approval, this Agreement may be extended until said services are completed and accepted by CITY.

**ARTICLE 15
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 16
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 17
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:

Edward V. Sposa, Vice- President
ProServe Concepts, Inc.
5290 NW 53 Avenue
Coconut Creek, FL 33073
misposa@comcast.net
(954) 629-3946

**ARTICLE 18
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 19
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.

Edward V. Sposa shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 20
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 the CITY's sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 21
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 22
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 23
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 24
RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE, and particularly Edward V. Sposa, are being contracted by CITY for the purposes and to the extent set forth in this Agreement. Edward V. Sosa shall be free to dispose of such other portion of his time, energy and skill as does not interfere with his obligations hereunder.

**ARTICLE 25
MISCELLANEOUS TERMS AND CONDITIONS**

A. Persons participating in tennis tournaments approved by the CITY shall not be subject to court fees.

B. Tennis lessons shall be limited to three (3) courts at any one time.

C. LICENSEE's ball machine shall not be utilized prior to 12:01 p.m. except during off-season, which, for purposes of this Agreement, shall be deemed to be May 1 through October 31.

D. LICENSEE may not make changes to any permanent fixtures at the Tennis Center without prior written approval from the CITY's Recreation Program Administrator. Upon written approval of the CITY and receipt of all necessary and proper permits, LICENSEE may install permanent fixtures in the Tennis Pro Shop area at its sole expense.

**ARTICLE 26
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 27
APPROVALS**

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

**ARTICLE 28
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 29
BINDING EFFECT**

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

**ARTICLE 30
NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 31
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the Tennis Center but rather a license granted to LICENSEE by CITY for the full time, on-site management of the Tennis Center and all its operations.

**ARTICLE 32
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:

Betty Jones

Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: Lamar Fisher
LAMAR FISHER, MAYOR

By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

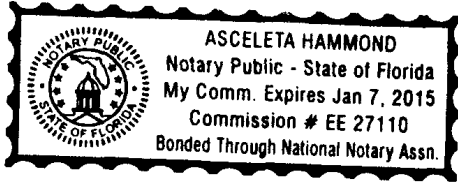
Approved As To Form:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of March, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Elizabeth Saborida
Adrian Kero

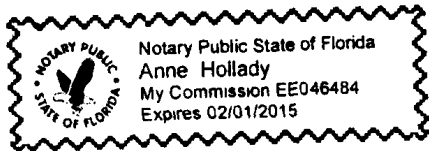
PROSERVE CONCEPTS, INC., a Florida corporation

By: [Signature]
Edward Sposa, Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of Feb, 2012, by Edward V. Sposa, Vice President of Pro Service Concepts, Inc. a Florida corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

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

EE046484
Commission Number

FP:jrm
1/31/12
l:agr/recr/2012-301f

EXHIBIT

A



REQUEST FOR PROPOSALS
H-47-10

HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER

**RFP OPENING: AUGUST 18, 2010, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**



July 26, 2010

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-47-10

The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as:

**HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER**

The City will receive sealed proposals until 2:00 p.m. (local), August 18, 2010, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

The tennis center is located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center offers sixteen (16) professional fast-dry courts for day and night play. The Tennis Center has a Pro Shop, and restrooms. The Tennis Professional will perform, at a minimum, the following services:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner.
2. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Tennis Professional and previously approved by the Recreation Programs Administrator or designee. The Tennis Pro will have exclusive use, seven (7) days per week, of two courts for lessons, ball machine, etc.
3. Develop and Organize leagues, tournaments, socials, member relations and new memberships.
4. Direct the overall operations of the tennis center and pro shop including, but not limited to, supervision of entire staff including Tennis Center Manager, Service Workers, Cashiers and court maintenance workers.
5. Duties and responsibilities of the Tennis Professional are to provide full time, on-site management for the Tennis Center and all of its operations. Tennis Pro will be present a minimum of forty (40) hours per week, exclusive of tournaments. Tennis Pro will be "on call" during all times the Tennis Center is in operation. The Tennis Pro will not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator.

6. The Tennis Professional shall submit monthly status reports on court maintenance, attendance, events and revenue to the Recreation Programs Administrator.

The City may modify the above scope of services at any time.

A. SUBMITTAL FORMAT

Submittals should include a cover letter of interest and a complete resume showing all work history and educational levels. In your letter, include your complete contact information (address, telephone, fax number, email, etc.)

Pertinent information regarding USTA membership must also be included in the submittal. A minimum of three references pertaining to work, as a Tennis Professional, must be included in all submittals. It is the intent of the City to obtain the best qualified candidate but at the same time not jeopardize the current career position of any individual who may not be the final selection.

Proposer **MUST** be a **USTA member "in good standing"** with not less than two (2) years experience as a Tennis Professional at a municipal, resort, or daily fee type tennis facility. Individuals who do not possess the above qualifications **WILL NOT** be considered for this position.

As an independent contractor, the Tennis Professional will receive compensation from lessons, equipment sales and tournaments. The Tennis Professional, for the privilege of holding the contract with the City, will remit both a minimum fixed dollar amount and a percentage of gross income to the City. The amounts offered must be stated in your proposal.

The City retains 100% of Tennis Center Memberships, daily fees and vending income.

Responses should include all pages of this solicitation properly initialed in the lower right hand corner. The Proposal Signature Page must be completed, signed, and returned. Pricing page is to be completed and returned.

Interested persons should submit one (1) original and five (5) copies of all materials, which indicate interest and qualifications. Please identify the original as "original".

Submittal packages should be marked on the exterior **RFP #H-47-10 Head Tennis Professional Pompano Beach Tennis Center**, and addressed to City of Pompano Beach, Purchasing Division, Attention Ms. Leeta Hardin, General Services Director, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

Submittals MUST BE RECEIVED in the Purchasing Division no later than 2:00 p.m., August 18, 2010. LATE SUBMITTALS, ADDITIONS, OR CHANGES WILL NOT BE ACCEPTED.

B. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed and will be responsible for selecting the most qualified individual. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, negotiate contract with the most qualified individual.

The Committee will rank responses based upon the following criteria:

- | | | |
|----|----------------------------------|-------------|
| 1. | Prior experience as a Tennis Pro | 0-30 points |
| | a. Instruction | |
| | b. Maintenance | |
| | c. Three References | |
| 2. | Membership Development | 0-15 points |
| | a. Leagues | |
| | b. Tournaments | |
| | c. Member Relations | |
| 3. | Tennis Center Operation | 0-15 points |
| | a. Facility Management | |
| | b. Community Relations | |
| | c. Staff Management | |
| 4. | Qualifications of Personnel | 0-10 points |
| | a. Number of Staff | |
| | b. Experience of Staff | |
| | c. Staff Certification | |
| 5. | Payment Guarantee To City | 0-30 points |

The Committee will have the option to use the above criteria for the initial ranking to short-list proposers, and to use an ordinal ranking system to score short-listed proposers following presentations, with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each individual should submit documents that provide evidence of capability to provide the services required for the committee’s review for shortlisting purposes. The shortlisted individuals may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three individuals deemed to be the most highly qualified to perform the service. If three or less individuals respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

C. CONTRACT AWARD

It is the intent of the City to issue a contract for the position described herein.

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer’s proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

D. INSURANCE

The licensee shall not commence operations, under the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. If you have any questions, please contact the City Risk Management Office at 954-786-5555.

The following insurance coverage shall be required.

A. Worker’s Compensation Insurance

Covering all employees and providing benefits as required by Florida Statute 440. regardless of the size of your firm. The contractor further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

C. The following checked types of insurance and minimum policy limits are required.

Types of Insurance	Limits of Liability	
	Occurrence	Each Aggregate
<u>Public Liability</u>		
XXX Comprehensive Form		
XXX Premises - Operations	Bodily Injury \$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage \$ 50,000	\$ 50,000
___ Underground Hazard	OR	
XXX Products (if items are sold)	Bodily Injury and	
XXX Contractual Insurance	Property Damage	
___ Liquor Legal (if items are sold)	Combined \$ 300,000	\$ 300,000

XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000

<u>Excess Liability</u>			
___ Umbrella Form	Bodily Injury and Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

Other: This certificate or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Licensee shall furnish to the City the certification of proof of insurance required by the provisions set forth above within five (5) days after notification of award of contract. Mail to: Risk Management Office, City of Pompano Beach, P.O. Drawer 1300, Pompano Beach, Florida, 33061-1300.

E. GOVERNING LAW

Interested persons will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

F. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

G. DRUG FREE WORKPLACE

The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

H. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. PATENT FEES, ROYALTIES, AND LICENSES

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

J. FAMILIARITY WITH LAWS

It is assumed the selected firm/person(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm/person will in no way relieve the firm from responsibility.

K. WITHDRAWAL OF PROPOSALS

A firm/person may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

L. CONTACT INFORMATION

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098.

REQUEST FOR PROPOSALS H-47-10

PROPOSAL SIGNATURE PAGE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

REQUEST FOR PROPOSALS H-47-10

PROPOSAL PRICING PAGE

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Pompano Beach:

Minimum Fee to be Paid to City Per Year \$ _____

-- and --

Percentage of Gross Annual Income \$ _____

Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

Describe payment schedule proposed for Percentage of Gross Income:

Signature _____ Date _____



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



August 3, 2010

**ADDENDUM #1, RFP H-47-10
HEAD TENNIS PROFESSIONAL POMPANO BEACH TENNIS CENTER**

Please review the following questions submitted by potential Proposers, and answers provided by the Parks and Recreation Department:

Q1: What was the gross income for the facility last year?

A1: \$62,000 - Memberships (333 members)
\$62,000 - Rentals (hourly play)
\$96,000 - Lessons

Q2: What was the guaranteed minimum amount to the City, and the percentage of gross income to the City, in the last contract?

A2: In the previous agreement, the Tennis Professional remitted 15% of all lesson revenue to the City; there was no guaranteed minimum payment required by the contract.

Please note, all revenue from Memberships and Rentals is paid directly to the City. Also, income from the beverage and snack vending machines is paid directly to the City.

In the previous agreement the Tennis Professional received all income from the ball machine and Pro Shop sales; the City did not receive an accounting of revenues from these sources. In the new agreement the Tennis Professional will be required to report this income to the City on a monthly basis, and will be required to remit some percentage of the gross income to the City as is stated in the RFP.

The remainder of the RFP is unchanged at this time. Acknowledge receipt of this addendum in your proposal. The deadline for receipt of sealed proposals remains 2:00 p.m. (local), August 18, 2010, in the Purchasing Office at 1190 N.E. 3 Avenue, Building C, Pompano Beach, Florida, 33060.

Very truly yours,

Leeta Hardin
General Services Director

cc: distribution list
file

ORIGINAL COPY

From the desk of
Edward V. Sposa

EXHIBIT

5

August 5 2010

Ms. Leeta Hardin, General Services Director
1190 NE 3 Avenue
Building C
Pompano Beach, FL
33060

Dear Ms. Hardin,

I would like to take this time and introduce myself. My name is Edward Sposa and I am currently a USPTA teaching tennis professional and currently the Head Tennis Professional at Hagen Park in the City of Wilton Manors. I would like to express my interest in applying for Head Tennis Professional at the Pompano Tennis Center. Attached for your reference is my resume as well as any other pertinent information needed as stated in the RFP (H-47-10).

Please feel free to contact me at anytime to discuss my submitted proposal. Thank you for your time and consideration.

Sincerely yours,



Edward Sposa
5290 NW 53 Avenue
Coconut Creek, FL 33073
(H) 954.427.5827
(C) 954.263.8306
(W) 954.390.2132
Email: Missposa@comcast.net
Web Site: www.hagentennis.com

Edward V. Sposa

Objective

To be a Head Tennis Professional or Tennis Director

Qualifications

USPTA Tennis Professional for over 30 years

Work History

1978-1982, Assistant Tennis Professional at Woodmont Country Club, Tamarac, FL
Responsibilities included: Maintaining a 20-clay court facility, teaching private lessons, organizing leagues and clinics, coordinating a youth travel league and summer camp, USTA tournament assistant director, assisted two years of the Hunger Festival where we had top world class tennis players including Jimmy Connors, John McEnroe, and Harold Solomon

1982-1984, Head Tennis Professional at The Quadrangle Racquet Club, Coral Springs, FL
Responsibilities included: Overseeing a staff of six employees at this 12 clay/hard court facility, marketing for membership, sold merchandise from pro shop, developed the annual tennis budget, teaching private and group lessons, organizing a summer tennis camp for over 150 children, directed over 7 USTA events per year, developed an annual \$5,000.00 Professional Tournament, implemented a traveling men's team, coached 4 Iola McCoy teams.

1984-1991, Jessie's Cleaning Service, North Lauderdale, FL
Owner/Operator of a 20 employee commercial and residential cleaning service, converted a small "Mom and Pop" operation to grossing more then \$500,000.00 per year. Had contracts such as TPC Golf and Country Club, Coral Ridge Properties, Sunrise Towers, Mr. Laff's Restaurant, Sunrise Savings and Loan, Fortune Bank. Sold my interests in the company in 1991 and returned to teaching tennis full time.

1991-1998, Tennis Professional at George English Park, City of Fort Lauderdale, FL
Responsibilities included: Managing the facility, overseeing court fees, memberships, private and group lessons, racquet stringing, and court maintenance. Implemented the following programs; Men's Night, Mixed Doubles Night, Dominoes Pizza League, Tennis-size. Directed six adult and junior USTA events per year. Responsible for increasing youth summer program from 50 to 300 campers over an eight-year period.

1998-2004, Tennis Professional at Cardinal Gibbons High School, Fort Lauderdale, FL
Responsibilities included: Teaching private and group lessons, maintaining a six hard courts, USTA youth and adult tournaments, fund raising events such as the Catholic School Challenge and Annual Golf and Tennis Tournament. Director of the Cardinal Gibbons Tennis/Sports Camp with over 700 campers annually. Coached the nationally renowned Cardinal Gibbons Boys and Girls Tennis Team and was named "Dairy Farmers Coach of the Year" after winning the state title in 2004.

2004 – Present, Head Tennis Professional at Hagen Park, City of Wilton Manors, FL
Responsibilities include, private and group lessons, organization youth and adult tennis activities which include clinics, socials, and after school programs. Director of the Hagen Park Tennis/Sports Camp with over 500 campers annually. Coach and train ladies Broward and Iola McCoy Teams at the 4.5 & 4.0 and A-1 thru C-1 levels.

Edward V. Sposa

Work History cont.

2009- Present, Owner/operator of ProServe Concepts, a tennis management company. We offer tennis maintenance and professional teaching services. Our current client is the Harbor Beach Marriott Resort located in Fort Lauderdale, FL. We offer daily maintenance for the hard and clay courts. ProServe also has a tennis pro shop on site offering tennis items for sale as well as racquet stringing. We have a bank of 6 teaching professionals on call to accommodate both hotel guests as well as Marriott Club Members for private and group lessons. We organize social events, tournaments, clinics, and corporate tennis outings

Edward V. Sposa

Tennis Accomplishments

- USPTA member in good standing for 29 years
 - Member of the USTA in good standing
- Played at a collegiate level for St. Leo College and BCC
 - Ranked in Florida as a junior and adult player
- Coached at both St. Thomas Aquinas and Cardinal Gibbons High Schools where we won two state titles in 1994 and 2004.
 - Named "Miami Herald" Coach of the Year in 2003
 - Named "Florida Dairy Farmers Coach of the Year" in 2004
 - Coached both nationally and state ranked players
- Developed **Fit-Tennis Boot Camp**, an offshoot of Cardio tennis with a touch of functional training. Classes are taught with both a USPTA tennis professional and a certified personal trainer.

Education

1974-1978 Graduated Piper High School, Sunrise, FL
1978-1979 St. Leo University, St. Leo, FL
1979-1980 Broward Community College, Coconut Creek, FL

Family

Married to wife Christine for 25 years
Two boys, Jimmy 24 and Nick 16
Lived in South Florida since 1974
Son Jimmy played baseball for NSU and brother Mike is a PGA tour player

Edward V. Sposa
5290 NW 53 Ave.
Coconut Creek, FL
33073

Home 954.427.5827
Cell 954.263.8306
Work 954.390.2132

E-mail: Missposa@comcast.net
Web Site: www.hagentennis.com

Edward V. Sposa

References

Patrick Cann, CPRP
Director of Leisure Service
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
954.390.2130
Email: pcann@wiltonmanors.com

Steven Woytko
Recreation Manager
Harbor Beach Marriott Resort and Spa
3030 Holiday Drive
Fort Lauderdale, FL 33316
954.847.6135
Email: Steven.Woytko@marriott.com

Pam Cook
Director of Club Services
Harbor Beach Marriott Resort and Spa
3030 Holiday Drive
Fort Lauderdale, FL 33316
954.525.4000
Email: Pam.Cook@marriott.com

Michael Morrill
Athletic Director
Cardinal Gibbons High School
2900 NE 47th Street
Fort Lauderdale, FL 33305
954.491.2900
Email: Mmorrill@cghsfl.org

ORIGINAL COPY



REQUEST FOR PROPOSALS
H-47-10

HEAD TENNIS PROFESSIONAL
POMPANO BEACH TENNIS CENTER

RFP OPENING: AUGUST 18, 2010, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060



July 26, 2010

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-47-10

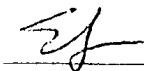
The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as:

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POMPANO BEACH TENNIS CENTER**

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4. Direct the overall operations of the tennis center and pro shop including, but not limited to, supervision of entire staff including Tennis Center Manager, Service Workers, Cashiers and court maintenance workers.
5. Duties and responsibilities of the Tennis Professional are to provide full time, on-site management for the Tennis Center and all of its operations. Tennis Pro will be present a minimum of forty (40) hours per week, exclusive of tournaments. Tennis Pro will be "on call" during all times the Tennis Center is in operation. The Tennis Pro will not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator.



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The City may modify the above scope of services at any time.

A. SUBMITTAL FORMAT

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Responses should include all pages of this solicitation properly initialed in the lower right hand corner. The Proposal Signature Page must be completed, signed, and returned. Pricing page is to be completed and returned.

Interested persons should submit one (1) original and five (5) copies of all materials, which indicate interest and qualifications. Please identify the original as "original".

Submittal packages should be marked on the exterior **RFP #H-47-10 Head Tennis Professional Pompano Beach Tennis Center**, and addressed to City of Pompano Beach, Purchasing Division, Attention Ms. Leeta Hardin, General Services Director, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

Submittals MUST BE RECEIVED in the Purchasing Division no later than 2:00 p.m., August 18, 2010. LATE SUBMITTALS, ADDITIONS, OR CHANGES WILL NOT BE ACCEPTED.

B. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed and will be responsible for selecting the most qualified individual. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, negotiate contract with the most qualified individual.

The Committee will rank responses based upon the following criteria:

- | | |
|-------------------------------------|-------------|
| 1. Prior experience as a Tennis Pro | 0-30 points |
| a. Instruction | |
| b. Maintenance | |
| c. Three References | |
| 2. Membership Development | 0-15 points |
| a. Leagues | |
| b. Tournaments | |
| c. Member Relations | |
| 3. Tennis Center Operation | 0-15 points |
| a. Facility Management | |
| b. Community Relations | |
| c. Staff Management | |
| 4. Qualifications of Personnel | 0-10 points |
| a. Number of Staff | |
| b. Experience of Staff | |
| c. Staff Certification | |
| 5. Payment Guarantee To City | 0-30 points |

The Committee will have the option to use the above criteria for the initial ranking to short-list proposers, and to use an ordinal ranking system to score short-listed proposers following presentations, with a score of "1" assigned to the short-listed proposer deemed most qualified by the Committee.

Each individual should submit documents that provide evidence of capability to provide the services required for the committee's review for shortlisting purposes. The shortlisted individuals may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three individuals deemed to be the most highly qualified to perform the service. If three or less individuals respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

C. CONTRACT AWARD

It is the intent of the City to issue a contract for the position described herein.

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

D. INSURANCE

The licensee shall not commence operations, under the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager. If you have any questions, please contact the City Risk Management Office at 954-786-5555.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance
Covering all employees and providing benefits as required by Florida Statute 440. regardless of the size of your firm. The contractor further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.
- B. Public Liability Insurance
Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
- C. The following checked types of insurance and minimum policy limits are required.

<u>Types of Insurance</u>	<u>Limits of Liability</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
<u>Public Liability</u>		
XXX Comprehensive Form		
XXX Premises - Operations	Bodily Injury \$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage \$ 50,000	\$ 50,000
___ Underground Hazard	OR	
XXX Products (if items are sold)	Bodily Injury and	
XXX Contractual Insurance	Property Damage	
___ Liquor Legal (if items are sold)	Combined \$ 300,000	\$ 300,000

XXX Independent Contractors XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<u>Excess Liability</u>			
___ Umbrella Form XXX Other than umbrella form	Bodily Injury and Property Damage Combined	\$ 1,000,000	\$ 1,000,000
<hr/>			

Other: This certificate or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Licensee shall furnish to the City the certification of proof of insurance required by the provisions set forth above within five (5) days after notification of award of contract. Mail to: Risk Management Office, City of Pompano Beach, P.O. Drawer 1300, Pompano Beach, Florida, 33061-1300.

E. GOVERNING LAW

Interested persons will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

F. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

G. DRUG FREE WORKPLACE

The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

H. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. PATENT FEES, ROYALTIES, AND LICENSES

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

J. FAMILIARITY WITH LAWS

It is assumed the selected firm/person(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm/person will in no way relieve the firm from responsibility.

K. WITHDRAWAL OF PROPOSALS

A firm/person may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

L. CONTACT INFORMATION

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098.

REQUEST FOR PROPOSALS H-47-10

PROPOSAL SIGNATURE PAGE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Edward V. Sposa Title USPTA Tennis Professional

Company (Legal Registered) ProServe Concepts, Inc.

Federal Tax Identification Number 20-2352542

Address 5290 NW 53 Avenue

City/State/Zip Coconut Creek, FL 33073

Telephone No. 954.427.5827/954.263.8306 Fax No. _____

Signature  Date 8/5/10

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. #1-H-47-10 Date Issued August 3, 2010

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: None

REQUEST FOR PROPOSALS H-47-10

PROPOSAL PRICING PAGE

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Pompano Beach:

Minimum Fee to be Paid to City Per Year \$ \$20,000.00

-- and --

Percentage of Gross Annual Income \$ 80/20 % split

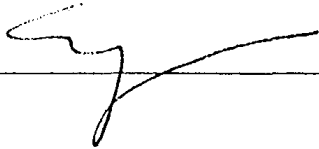
Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

Based on the current estimated base of lessons, clinics, tournaments, a monthly payment of no less than \$1,666.66 will be paid to the city for a minimum of \$20,000.00 per year.

Describe payment schedule proposed for Percentage of Gross Income:

A proposed 80/20% split (pro/city) will be implemented. This percentage split will be derived from the gross income of lessons, clinics, camps, tournaments, pro shop sales, ball machine rentals. At the current estimated rate of gross income (between \$120,000.00 and \$150,000.00) the city will receive between \$24,000.00 to \$30,000.00 per year.

Signature



Date

8/5/10

EXHIBIT

C

Municipal Tennis Center

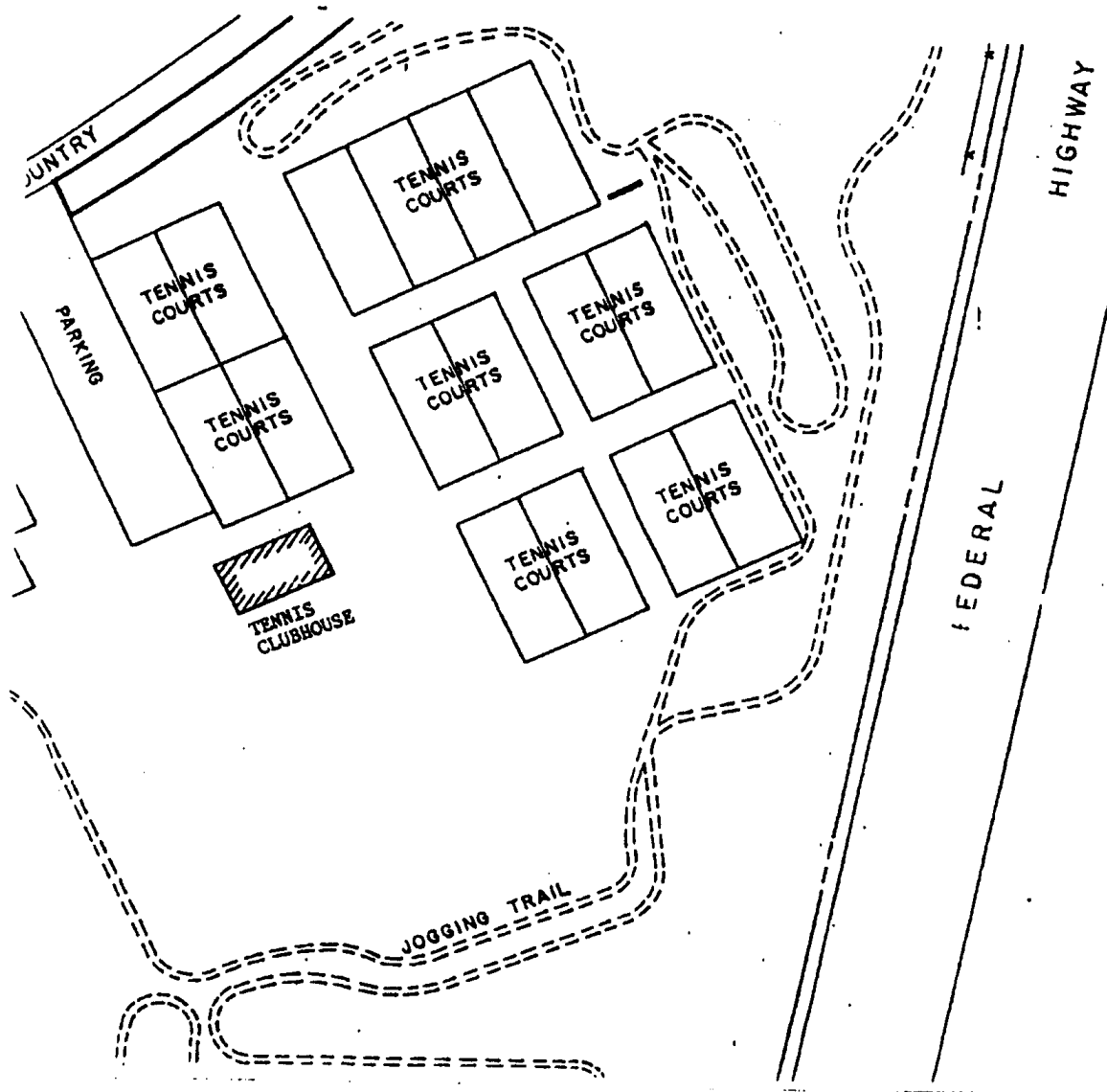


EXHIBIT D

**Fee Schedule for License Agreement (“Agreement”)
between
City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)
Effective Date: 01/24/12**

<u>Code</u>	<u>Court Fees</u>	<u>Price</u> (not including tax)
501	Res Adult Summer	\$ 4.01
502	Res Jr Summer	\$ 2.03
503	NonRes Adult Summer	\$ 5.00
504	NonRes Jr Summer	\$ 3.02
505	Light Fee Summer	\$ 2.03
506	Res Daily Winter	\$ 6.04
507	NonRes Daily Winter	\$ 7.03
508	Res Add Court Time	\$ 1.04
509	NonRes Add Court Time	\$.99
510	Res Adult Hrly Winter	\$ 5.00
511	Res Jr Hrly Winter	\$ 3.02
512	NonRes Adult Hrly Winter	\$ 6.04
513	NonRes Jr Hrly Winter	\$ 4.01
514	Light Fee Winter	\$ 3.02
516	Misc. payments - CITY only	\$
	<u>Tennis Activities</u>	<u>Price</u>
520	Private 1/2 Hour Lesson	\$28.00
522	Private 1 Hour Lesson	\$50.00
523	Private 1.5 Hour Lesson	\$75.00
524	Adult Group/Clinic	\$15.00
528 & 529	1/2 Hour Ball Machine	\$ 6.35 (including tax)
530 & 531	1 Hour Ball Machine	\$10.60 (including tax)
532	PeeWee Group/Clinic	\$10.00
534	Jr Group/Clinic 1 Hour	\$10.00
535	Jr Group/Clinic 1.5 Hour	\$15.00
536	Shared Private 1 Hr - 2 people	\$50.00
537	Shared Private 1 Hr - 3 people	\$50.00
538	Shared Private 1 Hr - 4 people	\$50.00
539	Shared Private 1 Hr - 5 people	\$50.00
540	Shared Private 1 Hr - 6 people	\$50.00
549	PeeWee Quick Start	\$96.00
551	Tournament - Single	\$25.00
552	Tournament - Double	\$30.00
553	Adult Social RR	\$10.00

EXHIBIT D

**Fee Schedule for License Agreement (“Agreement”)
between
City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)
Effective Date: 01/24/12**

560	Shared Private 1.5 Hr - 2 people	\$75.00
561	Shared Private 1.5 Hr - 3 people	\$75.00
562	Shared Private 1.5 Hr - 4 people	\$75.00
563	Shared Private 1.5 Hr - 5 people	\$75.00
564	Shared Private 1.5 Hr - 6 people	\$75.00
565	Jr PrePd 1Hr Lessons (4)	\$40.00
566	PrePd PeeWee 30 min. (4)	\$40.00
567	Jr PrePd 1.5 Hr Lessons (4)	\$60.00

Pro Shop

Price

541	Tennis Balls (can)	\$ 3.50 (includes tax)	
542 & 545	Stringing	\$24.00 - \$ 36.00	
543	Misc. Pro Shop Merchandise	\$ 1.50 - \$100.00	*Merchandise prices are subject to change
598	NSF Bank Fee	\$15.00 and up	

Camps

502603	Summer 5-Day Week – 1/2 Day	\$125.00
502604	Summer 5-Day Week - Full Day	\$200.00
502605	Spring 7-Day Week – 1/2 Day	\$175.00
502606	Spring 7-Day Week – Full Day	\$280.00
546	Early / After Care	\$ 5.00
547	Summer Camp Daily Fee	\$ 50.00
548	Summer Camp ½ Day Fee	\$ 35.00
569	Schools & Other Camps - per child	\$ 4.00

LICENSEE may, with written approval of the CITY’s Recreation Program Administrator, offer a 10% Family Discount to families with more than one child enrolled in a weekly tennis camp. The first child will pay full enrollment fees and subsequent siblings will each receive a 10% Discount.

No changes, modifications, price increases or revisions to this Fee Schedule shall be effective unless approved, dated and signed by the CITY’s Recreation Programs Administrator and filed with a current copy of the Agreement. Both CITY and LICENSEE shall retain a copy of this Exhibit in accordance with the provisions of Article 7 of the Agreement and Exhibit E thereunder.

Approved by: _____
Recreation Programs Administrator

Date

EXHIBIT D

**Fee Schedule for License Agreement (“Agreement”)
between
City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)
Effective Date: 01/24/12**

TC	Description	Stat & Code	Advertiser Number	Product	Charter	Stat. Q.	Stat. CC	Rate	Stat. CC	Term	Yes	Day	Stat. CC	Stat. CC
501	1/2 Hr. Local News	Adv	30749	0110020874400	100.0%	30750	0	0	0	1	100%	4.01	1.00	No / Yes
502	1/2 Hr. Local News	Adv	30750	0110020874400	100.0%	30750	0	0	0	1	100%	2.03	1.00	No / Yes
503	1/2 Hr. Local News	Adv	30751	0110020874400	100.0%	30751	0	0	0	1	100%	3.02	1.00	No / Yes
504	1/2 Hr. Local News	Adv	30752	0110020874400	100.0%	30752	0	0	0	1	100%	2.83	1.00	No / Yes
505	1/2 Hr. Local News	Adv	30753	0110020874400	100.0%	30753	0	0	0	1	100%	8.04	1.00	No / Yes
506	1/2 Hr. Local News	Adv	30754	0110020874400	100.0%	30754	0	0	0	1	100%	7.05	1.00	No / Yes
507	1/2 Hr. Local News	Adv	30755	0110020874400	100.0%	30755	0	0	0	1	100%	1.34	1.00	No / Yes
508	1/2 Hr. Local News	Adv	30756	0110020874400	100.0%	30756	0	0	0	1	100%	0.99	1.00	No / Yes
509	1/2 Hr. Local News	Adv	30757	0110020874400	100.0%	30757	0	0	0	1	100%	5.00	1.00	No / Yes
510	1/2 Hr. Local News	Adv	30758	0110020874400	100.0%	30758	0	0	0	1	100%	3.02	1.00	No / Yes
511	1/2 Hr. Local News	Adv	30759	0110020874400	100.0%	30759	0	0	0	1	100%	8.04	1.00	No / Yes
512	1/2 Hr. Local News	Adv	30760	0110020874400	100.0%	30760	0	0	0	1	100%	4.01	1.00	No / Yes
513	1/2 Hr. Local News	Adv	30761	0110020874400	100.0%	30761	0	0	0	1	100%	3.02	1.00	No / Yes
514	1/2 Hr. Local News	Adv	30762	0110020874400	100.0%	30762	0	0	0	1	100%	3.02	1.00	No / Yes
515	1/2 Hr. Local News	Adv	30763	0110020874400	100.0%	30763	0	0	0	1	100%	0.99	1.00	No / Yes
516	1/2 Hr. Local News	Adv	30764	0110020874400	100.0%	30764	0	0	0	1	100%	20.00	1.00	No / Yes
517	1/2 Hr. Local News	Adv	30765	0110020874400	100.0%	30765	0	0	0	1	100%	50.00	1.00	No / Yes
518	1/2 Hr. Local News	Adv	30766	0110020874400	100.0%	30766	0	0	0	1	100%	75.00	1.00	No / Yes
519	1/2 Hr. Local News	Adv	30767	0110020874400	100.0%	30767	0	0	0	1	100%	15.00	1.00	No / Yes
520	1/2 Hr. Local News	Adv	30768	0110020874400	100.0%	30768	0	0	0	1	100%	4.50	1.00	No / Yes
521	1/2 Hr. Local News	Adv	30769	0110020874400	100.0%	30769	0	0	0	1	100%	1.49	1.00	No / Yes
522	1/2 Hr. Local News	Adv	30770	0110020874400	100.0%	30770	0	0	0	1	100%	7.50	1.00	No / Yes
523	1/2 Hr. Local News	Adv	30771	0110020874400	100.0%	30771	0	0	0	1	100%	2.50	1.00	No / Yes
524	1/2 Hr. Local News	Adv	30772	0110020874400	100.0%	30772	0	0	0	1	100%	1.00	No / Yes	
525	1/2 Hr. Local News	Adv	30773	0110020874400	100.0%	30773	0	0	0	1	100%	10.00	1.00	No / Yes
526	1/2 Hr. Local News	Adv	30774	0110020874400	100.0%	30774	0	0	0	1	100%	10.00	1.00	No / Yes
527	1/2 Hr. Local News	Adv	30775	0110020874400	100.0%	30775	0	0	0	1	100%	15.00	1.00	No / Yes
528	1/2 Hr. Local News	Adv	30776	0110020874400	100.0%	30776	0	0	0	1	100%	15.00	1.00	No / Yes
529	1/2 Hr. Local News	Adv	30777	0110020874400	100.0%	30777	0	0	0	1	100%	15.00	1.00	No / Yes
530	1/2 Hr. Local News	Adv	30778	0110020874400	100.0%	30778	0	0	0	1	100%	15.00	1.00	No / Yes
531	1/2 Hr. Local News	Adv	30779	0110020874400	100.0%	30779	0	0	0	1	100%	15.00	1.00	No / Yes
532	1/2 Hr. Local News	Adv	30780	0110020874400	100.0%	30780	0	0	0	1	100%	15.00	1.00	No / Yes
533	1/2 Hr. Local News	Adv	30781	0110020874400	100.0%	30781	0	0	0	1	100%	15.00	1.00	No / Yes
534	1/2 Hr. Local News	Adv	30782	0110020874400	100.0%	30782	0	0	0	1	100%	15.00	1.00	No / Yes
535	1/2 Hr. Local News	Adv	30783	0110020874400	100.0%	30783	0	0	0	1	100%	15.00	1.00	No / Yes
536	1/2 Hr. Local News	Adv	30784	0110020874400	100.0%	30784	0	0	0	1	100%	15.00	1.00	No / Yes
537	1/2 Hr. Local News	Adv	30785	0110020874400	100.0%	30785	0	0	0	1	100%	15.00	1.00	No / Yes
538	1/2 Hr. Local News	Adv	30786	0110020874400	100.0%	30786	0	0	0	1	100%	15.00	1.00	No / Yes
539	1/2 Hr. Local News	Adv	30787	0110020874400	100.0%	30787	0	0	0	1	100%	15.00	1.00	No / Yes
540	1/2 Hr. Local News	Adv	30788	0110020874400	100.0%	30788	0	0	0	1	100%	15.00	1.00	No / Yes
541	1/2 Hr. Local News	Adv	30789	0110020874400	100.0%	30789	0	0	0	1	100%	15.00	1.00	No / Yes
542	1/2 Hr. Local News	Adv	30790	0110020874400	100.0%	30790	0	0	0	1	100%	15.00	1.00	No / Yes
543	1/2 Hr. Local News	Adv	30791	0110020874400	100.0%	30791	0	0	0	1	100%	15.00	1.00	No / Yes

Page 1
User: LRT

EXHIBIT D

**Fee Schedule for License Agreement ("Agreement")
between
City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE")
Effective Date: 01/24/12**

Page 2
Rec/Trac Live
Tran Codes Listing
User: LRT

TC	Description	Fee or Code	Assessment Method	Percent	Over/Under	Min. DL	Max. DL	Rate	CC	Tax/TA	Type	Min. Fee	Max. Fee	DL	DL	DL	DL
545	Boating	Act	07100001587700	90.00%	1	0	0	0.00			Min	0.00	1.00	Yea/Yes			
546	Enrollment Fee	Act	07100001587700	20.00%	1	0	0	5.00			Min	5.00	1.00	No/Yes			
547	Summer Camp All Day	Act	07100001587700	80.00%	4	0	0	90.00			Min	90.00	1.00	No/Yes			
548	Summer Camp 1/2 Day	Act	07100001587700	20.00%	4	0	0	35.00			Min	35.00	1.00	No/Yes			
549	Summer Camp 1/2 Day	Act	07100001587700	80.00%	4	0	0	95.00			Min	95.00	1.00	No/Yes			
550	Summer Camp 1/2 Day	Act	07100001587700	20.00%	4	0	0	35.00			Min	35.00	1.00	No/Yes			
551	Summer Camp 1/2 Day	Act	07100001587700	80.00%	4	0	0	95.00			Min	95.00	1.00	No/Yes			
552	Tennis - Open	Act	07100001587700	20.00%	1	0	0	25.00			Min	25.00	1.00	No/Yes			
553	Tennis - Open	Act	07100001587700	80.00%	1	0	0	30.00			Min	30.00	1.00	No/Yes			
554	Adult Social fee	Act	07100001587700	20.00%	1	0	0	10.00			Min	10.00	1.00	No/Yes			
555	Shower Fee 1.5 - 2	Act	07100001587700	20.00%	1	0	0	75.00			Min	75.00	1.00	No/Yes			
556	Shower Fee 1.5 - 3	Act	07100001587700	20.00%	1	0	0	75.00			Min	75.00	1.00	No/Yes			
557	Shower Fee 1.5 - 4	Act	07100001587700	20.00%	1	0	0	75.00			Min	75.00	1.00	No/Yes			
558	Shower Fee 1.5 - 5	Act	07100001587700	20.00%	1	0	0	75.00			Min	75.00	1.00	No/Yes			
559	Shower Fee 1.5 - 6	Act	07100001587700	20.00%	1	0	0	75.00			Min	75.00	1.00	No/Yes			
560	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
561	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
562	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
563	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
564	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
565	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
566	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
567	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
568	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
569	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
570	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
571	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
572	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
573	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
574	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
575	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
576	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
577	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
578	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
579	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
580	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
581	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
582	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
583	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
584	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
585	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
586	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
587	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
588	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
589	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
590	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
591	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
592	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
593	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
594	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
595	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
596	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
597	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
598	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
599	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			
599	Pool 1/2 (1/2)	Act	07100001587700	20.00%	4	0	0	40.00			Min	40.00	1.00	No/Yes			

SELECTION CRITERIA...

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Parks & Rec Civic Center
Run Date: 08/17/11
Run Time: 11:05A

RecTrac Live ACTIVITY LISTING DETAIL

Page: 1

User: LKT

Acty #	Description	Seq	Beg Date	End Date	Time Period	Meeting Days	Min	Max	Res	NR	Yrs
502803	1/2 Day - Week 1	1	06/08/2011	06/10/2011	8:00A-12:30P	M,Tu,W,Th,F	1	50	2	1	3
	Fee Calc	Description	Amount	Res	Pat	Fee Code	Dis				
	SPRO	Fee Pro	100.00	Yes	Yes	RES,NR	No				
	SCITY	Fee City	25.00	Yes	No	RES,NR	No				
502804	Summer - Week 1	1	06/08/2011	06/10/2011	8:00A-5:00P	M,Tu,W,Th,F	8	50	10	11	21
	Fee Calc	Description	Amount	Res	Pat	Fee Code	Dis				
	SPRO	Fee Pro	180.00	Yes	Yes	RES,NR	Yes				
	SCITY	Fee City	40.00	Yes	No	RES,NR	Yes				
502808	1/2 Day Spring - WK	WK	04/21/2011	04/29/2011	8:00A-12:30P	M,Tu,W,Th,F	10	50	0	0	0
	Fee Calc	Description	Amount	Res	Pat	Fee Code	Dis				
	SPRO	Fee Pro	140.00	Yes	Yes	RES,NR	No				
	SCITY	Fee City	35.00	Yes	No	RES,NR	No				
502808	All Day Spring Week	WK	04/21/2011	04/29/2011	8:00A-5:00P	M,Tu,W,Th,F	10	50	8	0	8
	Fee Calc	Description	Amount	Res	Pat	Fee Code	Dis				
	SPRO	Fee Pro	224.00	Yes	Yes	RES,NR	No				
	SCITY	Fee City	58.00	Yes	No	RES,NR	No				

TOTAL CLASSES IN SELECTED RANGE: 4
TOTAL MAX COUNTS IN SELECTED RANGE: 200
TOTAL RESIDENTS ENROLLED IN SELECTED RANGE: 18
TOTAL NON-RESIDENTS ENROLLED IN SELECTED RANGE: 12
TOTAL ENROLLMENTS IN SELECTED RANGE: 30
TOTAL SLOTS AVAILABLE IN SELECTED RANGE: 170

SELECTION CRITERIA:
 Date Range: 04/01/2011 Thru 08/01/2011
 Sort Option: Activity
 Reg Option: Normal
 Acty Range: 502803 Thru 502808 Weekend:
 Type Range: 28 Thru 28 Weekend:
 Dayr: Mon, Tue, Wed, Thu, FR
 Day Match: Any Day

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Park & Rec Civic Center

RecTrac Live

Page: 1

Run Date: 08/17/11
Run Time: 12:21P

Pass Type Listing

User: LKT

Print Description	Pass	Category	Status	Type	Punch Pass	Detail Description
N RES ADD	SNADD	No Category Linked	Active	Normal		Add on to NRes Single (2nd Person) member
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	150.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
N Res Adult Sin	SNAS	No Category Linked	Active	Normal		Non Resident Adult Single
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	30.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
Non Res Family	SNFAM	No Category Linked	Active	Normal		Non Resident Family Membership related a
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	500.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
Non Res Junior	SNJR	No Category Linked	Active	Normal		Non Resident Junior under age 18
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	38.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
NR Adult Addon	SNXA	No Category Linked	Active	Normal		Non Resident Adult Additional member resid
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	150.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
NR Adult Daily	SNRADLT	No Category Linked	Inactive	Normal		NR Adult Daily
Pass Fee Info:		No default fee are linked to this pass type				
NR Junior Daily	SNRJR	No Category Linked	Inactive	Normal		NR Junior Daily
Pass Fee Info:		No default fee are linked to this pass type				
N Res Summer	SNBSUM	No Category Linked	Inactive	Normal		Non Resident Adult Summer membership
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	75.00	0.00	0.00	1.00	Yes	NR
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						
R ADD	SRADD	No Category Linked	Active	Normal		Add on to Resident Single (2nd person) mem
Pass Fee Info:		Require Manual Fee Calc? No		Install Billing Default:		
BillCode Description	Amount	IB Amount	IB Int	Count	Res	Fee Code
SMEMB Membership Fee	125.00	0.00	0.00	1.00	Yes	Res
Revenue GL: 1: 34742, Cost Ctr: (100.00%)						
Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:						
Receivables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:						

EXHIBIT D

Fee Schedule for License Agreement ("Agreement") between City of Pompano Beach ("CITY") and ProServe Concepts, Inc. ("LICENSEE") Effective Date: 01/24/12

Parks & Rec Civic Center

RecTrac Live

Page: 2

Run Date: 09/17/11

Pass Type Listing

Run Time: 12:21P

User: LKT

Print Description	Pass	Category	Status	Type	Print Pass	Detail Description					
Res Adult Adm	SRXA	No Category Linked	Active	Normal		Resident Adult adm on to Family membership					
Pass Fee Info:		Require Manual Fee Calc? No		Normal	Install Billing Default:						
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	100.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Res Adult Daily	SRBADLT	No Category Linked	Inactive	Normal		Resident Adult Daily					
Pass Fee Info:		No default fees are linked to this pass type									
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	230.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Res Adult Sing	SRAS	No Category Linked	Active	Normal		Resident Adult Single Yearly Membership					
Pass Fee Info:		Require Manual Fee Calc? No									
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	230.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Res Family	SRFAM	No Category Linked	Active	Normal		Resident Family 2 people over 18 related and					
Pass Fee Info:		Require Manual Fee Calc? No									
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	348.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Res Jr Daily	SRRESJR	No Category Linked	Inactive	Normal		Resident Junior Daily					
Pass Fee Info:		No default fees are linked to this pass type									
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	35.00	0.00	0.00	1.00	No	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										
Resident Summer	SRSUM	No Category Linked	Inactive	Normal		Resident Summer Membership					
Pass Fee Info:		Require Manual Fee Calc? No									
SRCode	Description	Amount	IR Amount	IR Int	Count	Rate	Fee Code	Dis	Recur	Dis	On/After
SRMEMB	Membership Fee	90.00	0.00	0.00	1.00	Yes	Res		No		0.00
	Revenue GL 1: 34742, Cost Ctr: (100.00%)										
	Discount GL: 34742, Cost Ctr: Susp/Wash GL: 34742, Cost Ctr:										
	Reservables: 0, Cost Ctr: Unearned GL: 0, Cost Ctr:										

Total Records in Selected Range

18

SELECTION CRITERIA:

Pass Type Range: SRADD - SRXA Wildcard
 Print Fee Info? Yes
 Print SRCode GL Detail? Yes
 Print Billing Info? No
 Print Pass Printing Info? No
 Print General Setup? No
 Print Registration/Restrictions Info? No
 Print Rewards Info? No
 Print Golf Info? No
 Print CYB Info? No
 Print HuntTree Info? No
 Skip Lines Between Types? No
 Sort By: Pass Description

EXHIBIT E

Accounting Methods and Procedures for License Agreement (“Agreement”) between City of Pompano Beach (“CITY”) and ProServe Concepts, Inc. (“LICENSEE”)

A. Recordkeeping, Records Retention, and Audit Access

1. LICENSEE shall keep full and complete records of all gross income and expenses resulting from all services and merchandise to be provided under this Agreement.
2. LICENSEE shall install and maintain a system for keeping the records required under this Agreement in accordance with generally accepted accounting principles.
3. LICENSEE’s failure to produce any of the records described herein following a request by CITY shall be deemed a material breach and CITY may terminate this Agreement as set forth therein. In addition, CITY shall have the right to review LICENSEE’S system of internal controls relating to the goods and services provided under this Agreement and to suggest needed changes which shall be timely implemented.
4. LICENSEE agrees that CITY reserves the right to request a copy of its federal tax returns and state sales tax returns and to timely provide CITY same upon request.
5. LICENSEE shall keep, maintain and preserve a complete record of all transactions together with invoices, bills of lading, gross receipts from purchases, resale certificates, consumer exemption certificates and other pertinent records and papers as may be required by the Department of Revenue for the reasonable administration of Chapter 212, Florida Statute, and such books of account as may be necessary to determine the amount of tax due hereunder. If any technology improvements, digital storage, or other methods that accomplish the same are proven reliable, those methods may be implemented subject to approval of the CITY’s Internal Auditor.
6. All books, invoices, books, papers, accounting records, receipts, ledgers, journals, bank statements, state sales tax and federal tax returns, timesheets, work schedules, reports and certificates of insurance required under this Agreement shall be made available for inspection by the Department of Revenue, the Internal Revenue Service and/or CITY representatives at a mutually acceptable time and location in Broward County.
7. CITY requires LICENSEE to retain all records and documentation required under this Agreement for a minimum period of five (5) years after termination of this Agreement or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.
8. LICENSEE shall promptly pay all taxes required by federal, state, and local authorities and shall pay any applicable taxes due under this Agreement. Sales tax computed must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time.

B. Daily Operations

1. LICENSEE may not accept or process payments. All tennis pro shop sales, lessons, tournaments, camps, merchandise and services provided under this Agreement shall be processed and recorded daily through the CITY's RecTrac accounting system by a CITY authorized Cash Handler on a CITY issued computer or cash register. The patron will be issued a receipt at the time of the sale and submit same to LICENSEE as proof of payment.

2. The RecTrac system shall provide the control capability to separately account for the percentage of revenue designated to LICENSEE and CITY, respectively.

3. LICENSEE and CITY's revenue stream under this Agreement shall be tracked and reconciled by the processing of a daily General Ledger Distribution Report to be run simultaneously with the daily Cash Journal Report at the end of each cashier shift. All daily reports shall be maintained and filed for a minimum of five (5) years after the Agreement terminates or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

4. All revenues and sales tax collected at the Tennis Center, shall be submitted by daily deposit to the CITY's Treasury Department via the CITY's mail courier. The Treasury Department shall retain the original General Ledger Distribution Report in addition to the daily bank deposit ticket for a minimum of five (5) years.

5. LICENSEE shall maintain a separate corporate checking account which shall be utilized solely for the income it generates and expenses it incurs under this Agreement.

6. All merchandise and services provided under this Agreement shall be sold at the fixed unit price set forth in the Fee Schedule attached as Exhibit D to this Agreement. A sign shall be displayed inside the Tennis Center showing all fees. All tennis pro shop merchandise will be tagged with the base price amount and 6% sales tax will be assessed on all merchandise sales through RecTrac processing.

7. LICENSEE may, with written approval of the CITY's Recreation Programs Administrator, offer a 10% family discount to families with more than one child enrolled in a weekly tennis camp. The first child will pay full enrollment fees and subsequent siblings will each receive a 10% discount. The RecTrac activity codes for camps will be set by the CITY's accounting clerk to automatically calculate the discount after the first enrollment. The 10% will deduct from both the CITY's and LICENSEE's share of the revenues under this Agreement. LICENSEE shall submit copies of the Daily Sign-in sheets for all Tennis Camps to the Tennis Center Office staff.

8. Revenues from all merchandise and services provided under this Agreement shall be processed using the POS (Point of Sale) or Activity Registration functions in RecTrac. Each activity will have its own unique code. Gift Certificates shall not be used for merchandise sales.

9. LICENSEE shall generate a minimum of \$20,000 annually in net revenues for the CITY under this Agreement which shall be payable in quarterly installments of \$5,000.00 and, if unable to do so, LICENSEE shall forward the CITY's Recreation Manager a check for the difference made payable to the City of Pompano Beach within ten (10) business days after the close of each quarter.

10. The RecTrac codes for merchandise and services to be provided under this Agreement shall be programmed to post to two separate General Ledger Accounts. LICENSEE's 80% share of the revenue stream will post to Holding Acct. (1) entitled "**Holding Acct. Tennis Contract Fees,**" the account number for which is **001-00-00-195-9700**. CITY's 20% share of the revenue stream will post to the CITY's Revenue Account entitled "Tennis Contract Fees," the account number for which is **001-00-00-347-4400**. CITY will pay LICENSEE 100% of all sales tax collected on Pro Shop merchandise and ball machine rentals. All said taxes will post 100% to "**Holding Acct. (2) Tennis Contract Tax,**" the account number for which is 001-00-00-195-9700.

11. CITY will retain one hundred (100%) percent of all fees collected for yearly memberships, summer membership fees and hourly court fees.

12. LICENSEE shall be responsible for reporting and paying all state or local sales tax due under this Agreement. At the end of each month, the CITY's Recreation Manager will prepare a General Ledger report for **Holding Acct. (2)** to document the total sales tax collected on the ball machine rentals and all merchandise sold. A copy of the report shall be given to LICENSEE and a copy kept on file at the Tennis Center Office. At the close of each quarter, LICENSEE will provide the CITY's Recreation Manager valid documentation to prove that the sales tax was accurately reported and paid.

C. Payment To LICENSEE

1. Payment to LICENSEE will be processed every two weeks. The CITY's Department Accounting Clerk or designated Tennis Center clerical staff member will prepare the Cash Payment Requisition ("CPR") on the 16th of each month for the previous 15 days, and on the 1st business day of each month for the last 15 or 16 days of the previous month.) A Sales History Report and Cost Center General Ledger Report for those specific dates shall be attached as backup. The totals must match on all documents submitted.

2. The original CPR and backup shall be reviewed and approved by the **CITY's Accounting Clerk and Recreation Manager** and then submitted to its Finance Department for check processing. The checks for these payments shall be issued in accordance with the Finance Department's check processing deadlines.

3. Copies of the CPR and backup shall be given to the LICENSEE and the CITY's Recreation Manager and also kept on file at the Tennis Center Office and in the Parks & Recreation Department's administrative files at the Emma Lou Olson Civic Center.

4. At the end of each fiscal year, copies of all CPR and financial reports for LICENSEE payments will be boxed, labeled and stored for a minimum of five (5) years after the Agreement terminates or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

5. All checks issued for payments to LICENSEE shall be made payable to ProServe Concepts, Inc., 5290 NW 53 Avenue, Coconut Creek, FL 33073. All revenue will be reported to the IRS under Taxpayer Identification Number 20-2352542.

Tennis License Accounting Procedures Effective Date 1/24/12.

Monica Blawie
Recreation Programs Administrator

12-15-12
Date

EXHIBIT F

**Insurance Requirements for License Agreement ("Agreement")
between
City of Pompano Beach ("CITY") of ProServe Concepts, Inc. ("LICENSEE")**

LICENSEE shall not commence operations under the terms of 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 who can be reached at (954) 786-5555 should you require further clarification regarding the insurance matters contained herein.

The following insurance coverage shall be required of LICENSEE.

A. Worker's Compensation Insurance

Covering all employees and providing benefits as required by Florida Statute 440 regardless of the size of your company. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

Naming the City of Pompano Beach as an additional insured in connection with the work being done under this Agreement. Policy must include sexual abuse/molestation endorsement rider.

C. The following checked types of insurance and minimum policy limits are required.

<u>Types of Insurance</u>	<u>Limits of Liability</u>		
	<u>Each Occurrence</u>	<u>Aggregate</u>	
<u>Public Liability</u>			
XXX Comprehensive Form			
XXX Premises - Operations	Bodily Injury	\$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage	\$ 50,000	\$ 50,000
___ Underground Hazard	OR		
XXX Products (if items are sold)	Bodily Injury and		
XXX Contractual Insurance	Property Damage		
___ Liquor Legal (if items are sold)	Combined	\$ 300,000	\$ 300,000
XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<u>Excess Liability</u>			
___ Umbrella Form	Bodily Injury and Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

Other:

This certificate or proof of insurance must contain a provision for notification to CITY thirty (30) days in advance of any material change in coverage or cancellation.

Prior to LICENSEE's provision of goods and services under this Agreement, LICENSEE shall furnish proof of the foregoing insurance requirements to the CITY's Risk Manager at Post Office Box 1300, Pompano Beach, FL 33061



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

01/24/12

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).

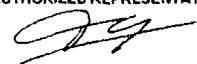
PRODUCER TCC Associates, Inc. PO Box 11975 Fort Lauderdale, FL 33339-1975 Thomas C Cundy, Jr.	954-565-1117 954-565-1131	CONTACT NAME: Eddie Sposa PHONE (A/C, No. Ext.): 954-263-8306 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PROSE-1	FAX (A/C, No.):
INSURED Proserve Concepts, Inc. 5290 NW 53rd Avenue Coconut Creek, FL 33073	INSURER(S) AFFORDING COVERAGE		
INSURER A: Northfield Insurance Company INSURER B: Bridgefield Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:			NAIC #

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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	WS089261	01/24/12	01/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC					\$ 0
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	19624808	01/24/12	01/24/13	X WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Director of City of Pompano Beach Tennis Facility

CERTIFICATE HOLDER City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	CITYPOM	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

01/24/12

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 TCC Associates, Inc. PO Box 11975 Fort Lauderdale, FL 33339-1975 Thomas C Cundy, Jr.	954-565-1117 954-565-1131	CONTACT NAME: Eddie Sposa PHONE (A/C, Ho, Ext): 954-263-8306 FAX (A/C No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PROSE-1
INSURED Proserve Concepts, Inc. 5290 NW 53rd Avenue Coconut Creek, FL 33073	INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company INSURER B: Bridgefield Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

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 EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR, INSR, WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	WS089261	01/24/12	01/24/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS / COMMODITY AGG \$ 2,000,000 \$ 0
			ABUSE MOLESTATION EXCLUSION REMOVED			
GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> YEAR			APPROVED RISK MANAGEMENT DATE: <u>02/16/12</u> BY: <u>JTM</u>			
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER EXCLUSIVE OFFICER/MEMBER EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	19624808	01/24/12	01/24/13	<input checked="" type="checkbox"/> WC STAT. TORTY LIMITS OTHER \$1 EACH ACCIDENT \$ 100,000 CL DISEASE - EA EMPLOYEE \$ 100,000 CL DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Director of City of Pompano Beach Tennis Facility						

CERTIFICATE HOLDER CITYPOM City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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