

RESOLUTION NO. 2021- 145

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOLA MUNDO!, LLC TO PROVIDE A BILINGUAL SUMMER CAMP FOR BOYS AND GIRLS AGES FOUR TO THIRTEEN YEARS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment to the License Agreement between the City of Pompano Beach and Hola Mundo!, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years, a copy of which First Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said First Amendment between the City of Pompano Beach and Hola Mundo!, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of April, 2021.

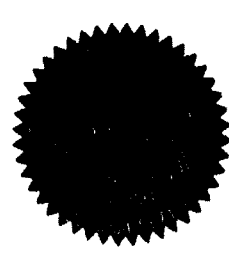
DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

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

MEB/jrm
5/6/21
l:reso/2021-151

DocuSigned by:


FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated
May 3, 2021 _____, between:

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

and

HOLA MUNDO!, LLC, a Florida limited liability company, having its office and place of business at 3125 Estates Drive, Pompano Beach, FL 33069, hereinafter referred to as "LICENSEE."

WHEREAS, the parties entered into an agreement for a program to expose youth ages 4-13 to the Spanish language through organized games, water sports, activities, and Latin American cooking while in an outdoor environment on June 1, 2020, ("Original Agreement"), and approved by City Resolution No. 2020-185; and

WHEREAS, the LICENSEE has mutually agreed to amend certain terms and conditions, to substitute Exhibit A Scope of Authorization, and to extend the Original Agreement for one (1) additional one (1) year period.

WITNESSETH:

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement effective June 1, 2020, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect except as specifically amended hereinbelow.
3. The Original Agreement is amended by adding additional language as follows:

**ARTICLE 7
RESPONSIBILITIES OF LICENSEE**

...

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement. Furthermore, for programs that interact with minors, LICENSEE, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit D, attached hereto and made a part hereof. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at the cost of LICENSEE, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

R. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation

of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

4. That Article 9, Miscellaneous Terms and Conditions, Paragraph D, of the Original Agreement is hereby deleted.

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

6. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending May 31, 2022.

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

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

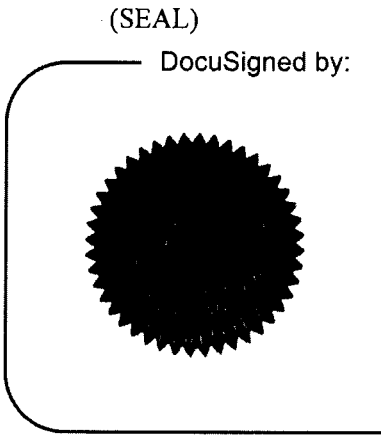
"CITY"

CITY OF POMPANO BEACH

Attest:

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

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



DocuSigned by:
Gregory P. Harrison
7052A67E15A44C8
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

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

"LICENSEE"

Witnesses:

Kate Prichard

Kate Prichard

Print Name

Scott Moore

Scott Moore

Print Name

Hola Mundo!, LLC

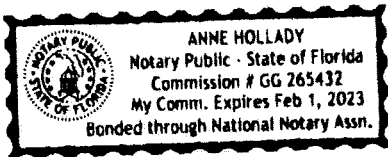
By: Adriana M. Chambliss, Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15 day of April, 2021, Adriana M. Chambliss as Manager of Hola Mundo!, LLC, a Florida Limited Liability Company, on behalf of the company. She 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)

GG265432
Commission Number

RESOLUTION NO. 2020- 185

**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 HOLA MUNDO!, LLC TO PROVIDE A BILINGUAL SUMMER CAMP FOR BOYS AND GIRLS AGES FOUR TO THIRTEEN YEARS; 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 Hola Mundo!, LLC to provide a bilingual summer camp for boys and girls ages four to thirteen years, 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 Hola Mundo!, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 26th day of May, 2020.

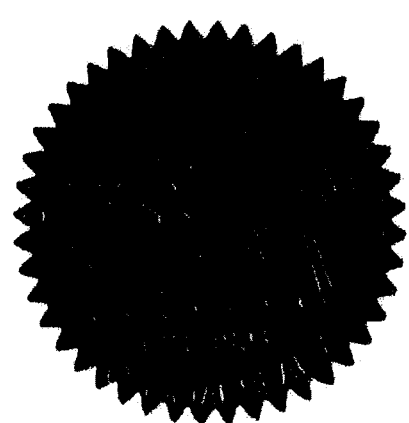
DocuSigned by:
Rex Hardin
776D4983466490

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
776D4983466490

ASCELETA HAMMOND, CITY CLERK



City of Pompano Beach

LICENSE AGREEMENT

with

Hola Mundo!, LLC

INDEX OF EXHIBITS

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

THIS LICENSE AGREEMENT (“Agreement”), entered into on June 1, 2020, by and between:

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

and

HOLA MUNDO!, LLC, a Florida Limited Liability Company (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s Pavilion 2 located just North of the Pier in Pompano Beach (the “Property”) to provide a program that will expose youth ages 4-13 to the Spanish language through organized games, water sports, activities, and Latin American cooking while in an outdoor environment (collectively the “Program” described in Exhibit A, Scope of Authorization);

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

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

**ARTICLE 1
REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY’s Recreation Program Administrator.

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

1. LICENSEE is a Florida Limited Liability Company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

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

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

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

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

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

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

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

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or

obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

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

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

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement is for one (1) year and shall commence upon execution by both parties.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE’s performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) periods of one (1) year upon the written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

**ARTICLE 4
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY’s Risk Manager, which approval shall not be unreasonably withheld.

**ARTICLE 5
PUBLIC RECORDS PROCEDURES**

Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

**ARTICLE 6
RECORDKEEPING, INSPECTION AND AUDIT**

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

**ARTICLE 7
RESPONSIBILITIES OF LICENSEE**

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

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

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

C. LICENSEE Responsible for all Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program.

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

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

If applicable LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. Compliance With all Laws. In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

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

G. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

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

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

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

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

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

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

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

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

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

ARTICLE 8 RESPONSIBILITIES OF CITY

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

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

D. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

ARTICLE 10 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

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

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal

property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

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

ARTICLE 11 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 12 NO DISCRIMINATION

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

ARTICLE 13 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 14 NOTICES AND DEMANDS

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

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

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

FOR LICENSEE:

Adriana M. Chambliss
Hola Mundo!, LLC
3125 Estates Drive
Pompano Beach, Florida 33060
holamundocamp@Comcast.net
(754) 235-0995 office

**ARTICLE 15
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 16
CONTRACT ADMINISTRATOR**

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

B. Adriana M. Chambliss shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other

than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

ARTICLE 18 ATTORNEY'S FEES

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

ARTICLE 19 FORCE MAJEURE

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

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

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

ARTICLE 20 WAIVER AND MODIFICATION

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

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

ARTICLE 21 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 APPROVALS

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

ARTICLE 23 ABSENCE OF CONFLICTS OF INTEREST

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

ARTICLE 24 BINDING EFFECT

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

ARTICLE 25 LICENSE NOT LEASE

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program activities, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26 TERMINATION

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

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

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

D. Dispute Resolution. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference. In case of a failure to cure a breach or default, the defaulting party may appeal in writing to the CITY Manager for the CITY in accordance with this Article.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default, as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

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

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

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

ARTICLE 29
COUNTERPARTS

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

ARTICLE 30
NON-EXCLUSIVE LICENSE

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

ARTICLE 31
ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

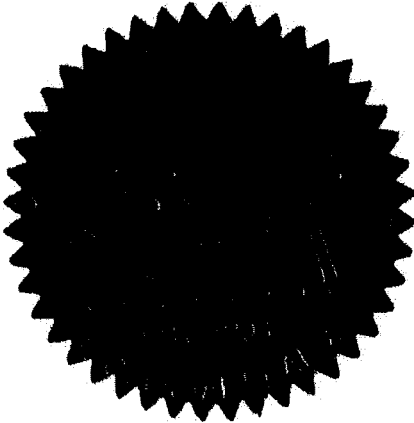
Attest:

DocuSigned by:
Asceleta Hammond
775EB4290916A490
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:
Rey Hardin
502CB790E99F480
By: REX HARDIN, MAYOR

(SEAL)



DocuSigned by:
Gregory P. Harrison
7082267F15A4ACB
By: GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark Berman
B4D951C0A0441
MARK E. BERMAN, CITY ATTORNEY

"LICENSEE":

Witnesses:

HOLA MUNDO!, LLC, a Florida Limited Liability Company

Mark A. Beaudreau

Print Name: Mark A. Beaudreau

[Signature]

Print Name: Robert Adkins Jr.

By:

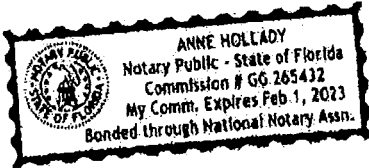
[Signature]

Adriana M. Chambliss - Member Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of April, 2020 by Adriana M. Chambliss as the Member-Manager of Hola Mundo!, LLC a Florida Limited Liability Company, on behalf of the company. 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)

GG 265432
Commission Number

Exhibit A
Scope of Authorization
Hola Mundo!, LLC

A. Introduction/Background

The Hola Mundo!, LLC (LICENSEE) is a bilingual summer camp for youth ages 4 to 13 full of educational lesson plans designed by a team of Spanish teachers and college students at the beach. This program take prides by exposing youth to the Spanish language in a natural outdoor environment. What makes LICENSEE unique is that the campers shall be exposed to the Spanish language while they are playing sports and games, making friends and having fun at the beach.

B. Objectives

This program's purpose is to expose youth ages 4-13 to the Spanish language through organized games, water sports, activities, and Latin American cooking while in an outdoor environment.

C. Scope of Work

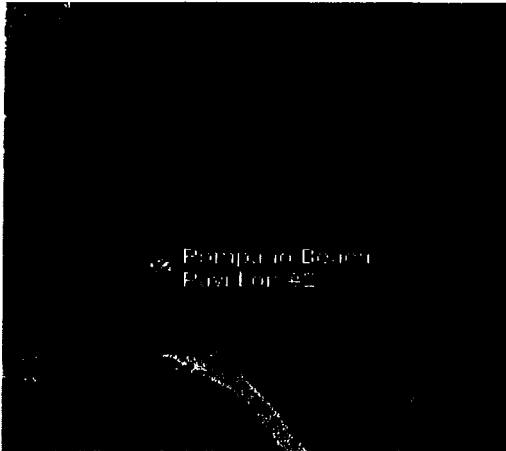
This program shall utilize the pavilion 2 located just North of the Pier in Pompano Beach to operate the program. This program provides education instruction in Spanish. LICENSEE shall provide:

- A safe environment for all campers
- Maintain a 5:1 ratio of instructors to Students
- All Instructors shall be certified in CPR and First Aid Certified and shall maintain that certification throughout the program duration
- Provide one (1) certified Lifeguard onsite during the duration of the program

D. Work Breakdown Structure

The term of this agreement shall be for one (1) year from the execution of the agreement by both parties. The summer program set up time shall begin no earlier than 8:00am and conclude no later than 3:00pm Monday through Friday beginning June 8, 2020 until July 31, 2020, and if additional days throughout the agreement year are requested, LICENSEE must provide a written request to be approved by the Recreation Programs Administrator or designee.

Exhibit A
Scope of Authorization
Hola Mundo!, LLC



E. Summary Schedule of Tasks and Deliverables

Compensation - LICENSEE shall pay the CITY a fee of \$3,000 payable one week prior to program's commencement as compensation for the use of the CITY's Property and services hereunder.

Inspection - An inspection will be conducted by the CITY prior to the program to ensure that the location is in accordance with the CITY approved site plan. When implementing the site plan LICENSEE shall ensure that no damage is done to landscaping or foliage of the Permitted Area.

Clean-up of Permitted Area - LICENSEE shall be responsible for clean-up of the Permitted Area during and after the program. LICENSEE shall further be responsible for the dismantling and removal of any supplies and equipment.

Parking - Licensee acknowledges that parking shall be available for the public during the event by use of the city's public parking areas and facilities and at no time will parking fees be waived.

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

EXHIBIT B

INSURANCE REQUIREMENTS: SUMMER CAMP

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

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$300,000 Per Occurrence and Aggregate

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

XX comprehensive form	<input checked="" type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY	Per Occurrence	Aggregate	
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
<hr style="border-top: 1px dashed black;"/>			
PROFESSIONAL LIABILITY			Per Occurrence Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

CONTRACTOR is required to provide professional liability if engineering and design is used.

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

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

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

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

LICENSEE shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of three (3) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, of Florida Statutes as referenced in agreement. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

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

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

Exhibit D

CITY OF POMPANO BEACH ADMINISTRATIVE POLICY

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

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

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

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

1. **SEX OFFENSES INVOLVING CHILDREN**

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

2. **FELONIES**

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

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

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

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

3. MISDEMEANORS

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

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

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

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

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 3

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

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



Dennis W. Beach, City Manager

A. Introduction/Background

The Hola Mundo!, LLC (LICENSEE) is a bilingual summer camp for youth ages 4 to 13 full of educational lesson plans designed by a team of Spanish teachers and college students at the beach. This program take prides by exposing youth to the Spanish language in a natural outdoor environment. What makes LICENSEE unique is that the campers shall be exposed to the Spanish language while they are playing sports and games, making friends and having fun at the beach.

B. Objectives

This program's purpose is to expose youth ages 4-13 to the Spanish language through organized games, water sports, activities, and Latin American cooking while in an outdoor environment.

C. Scope of Work

This program shall utilize the grassy area just north of pavilion 2, located just North of the Pier in Pompano Beach, to operate the program. Due to the Covid-19 Pandemic, Broward County's current emergency order states that beach pavilions are not allowed to be used. If, and when, the restrictions are lessened, pavilion two (2) will be available for use by this program. This program provides education instruction in Spanish. LICENSEE shall provide:

- A safe environment for all campers
- Maintain a 5:1 ratio of instructors to Students
- All Instructors shall be certified in CPR and First Aid Certified and shall maintain that certification throughout the program duration
- Provide one (1) certified Lifeguard onsite during the duration of the program

D. Work Breakdown Structure

The term of this agreement shall be for one (1) year from the execution of the agreement by both parties. The summer program set up time shall begin no earlier than 8:00am and conclude no later than 3:00pm Monday through Friday beginning June 14, 2021 until August 6, 2021, and if additional days throughout the agreement year are requested, LICENSEE must provide a written request to be approved by the Recreation Programs Administrator or designee.



E. Summary Schedule of Tasks and Deliverables

Compensation - LICENSEE shall pay the CITY a fee of \$3,000 payable one week prior to program's commencement as compensation for the use of the CITY's Property and services hereunder.

Inspection - An inspection will be conducted by the CITY prior to the program to ensure that the location is in accordance with the CITY approved site plan. When implementing the site plan LICENSEE shall ensure that no damage is done to landscaping or foliage of the Permitted Area.

Clean-up of Permitted Area - LICENSEE shall be responsible for clean-up of the Permitted Area during and after the program. LICENSEE shall further be responsible for the dismantling and removal of any supplies and equipment.

Parking - Licensee acknowledges that parking shall be available for the public during the event by use of the city's public parking areas and facilities and at no time will parking fees be waived.

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

COVID Additional Procedures – LICENSEE will comply with all County and City policies and procedures for the program with regards to the COVID-19 pandemic precautions and safety measures to include, but not limited to, all participants, coaches, instructors, etc. will sign City-approved COVID waivers and submitting a written plan on how LICENSEE will ensure CDC social distancing guidelines are met.



Parks and Recreation Department

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

April 15, 2021

Adriana M. Chamblis
Hola Mundo!, LLC
3125 Estates Drive
Pompano Beach, FL 33060

Dear Ms. Chambliss,

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

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

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Emma Lou Olson Civic Center, 1801 NE 6 Street, Pompano Beach, FL 33060. If you have any questions about this letter please telephone me at 954-786-4191.

Very truly yours,

Anne Hollady
Department Head Secretary

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

Signature

4/15/21

Date

Adriana M. Chambliss
Name and Title (print)

Owner/Manager
Title

DocuSign Envelope ID: 60FACB6B-6BDF-4E6E-9634-196F8AACB616





NOTE TO PARENTS AND CAREGIVERS

A HEALTHY CAMP BEGINS AND ENDS AT HOME!

We care greatly about our campers. Although we will take every measure possible to ensure your camper remains healthy, there is still a risk sending your child to camp if precautions are not taken at home.

The following slides include some things you can do to help your child have a great camp experience and stay healthy.

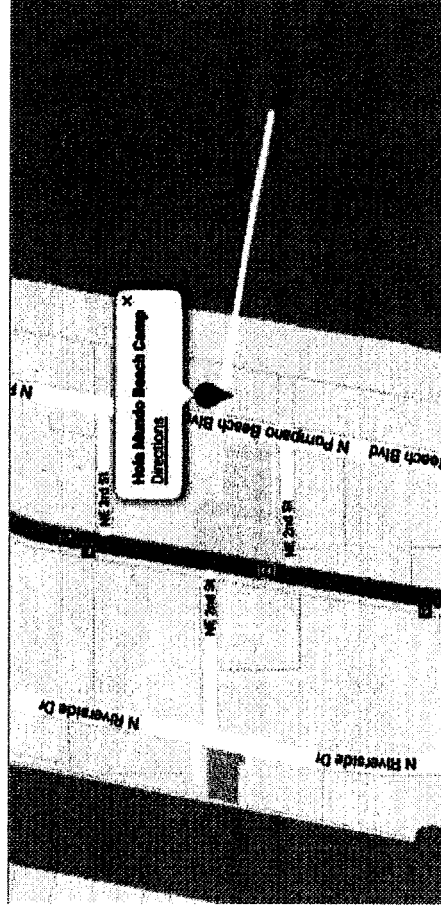
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HOLA MUNDO CAMP GENERAL INFORMATION



Location

Our exact location in Pompano will be Pavilion 2. Pavilion 2 is located North of the Pompano Beach Pier. Next to the Beach House Pompano Restaurant (310 Pompano Beach Boulevard).





Camp Schedule

Camp Directors, Counselors, and CITs will arrive at Camp at 8:00 am to set up group tents and organize equipment.

DROP OFF:	PICK UP:
CITs 8:00 am	CITs 2:10
ages 9-11 @ 8:30	ages 4-6 @ 1:45
ages 7-8 @ 8:40	ages 7-8 @ 1:50
ages 4-6 @ 8:50	ages 9-11 @ 2:00

NOTE: If you have more than one child attending camp the same week, you can pick up all your children at the time designated for your youngest child.



Camp uniform

Make sure you child wears every day to camp his/her camp uniform which consist in the camp rash guard (free with registration), bathing suit and flip-flops or sandals. All campers and CITs must pack their Camp t-shirts so they can change into dry clothes after swimming.

Due to our fun filled and busy schedule, your child will not have time to change into dry clothes at pick up. Your child will be wearing his/her dry camp t-shirt with shorts. Camp t-shirts are for sale for \$15. You may order your shirts online, and we will have them for your child the first day at camp.



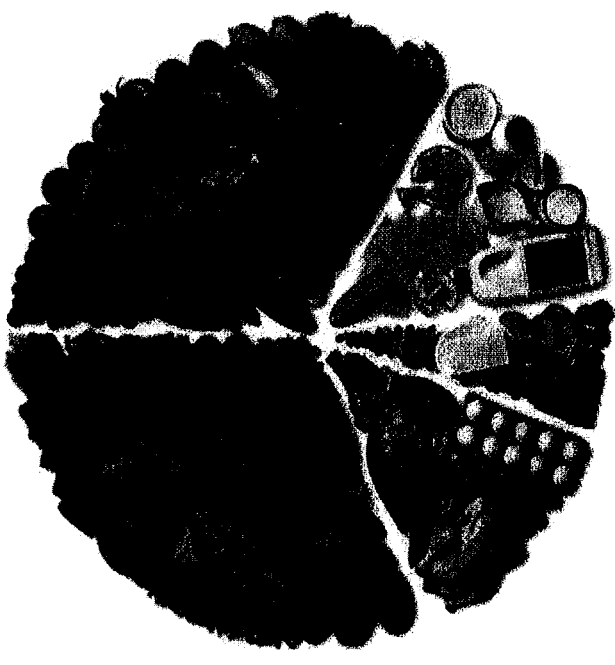


Special Nutritional Requirements for your child

Should your child need a particular nutrition plan because of allergies, intolerances or a diagnosis, note these on the Health History form but also contact the camp to make sure (a) they have noted that need and (b) the camp can address it.

LUNCH:

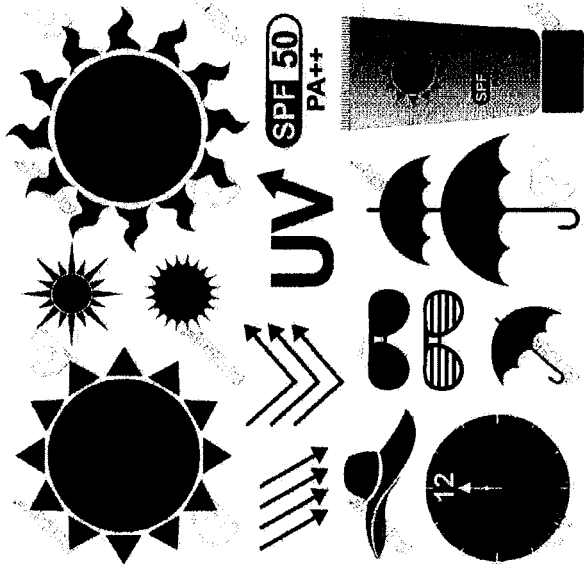
DUE TO COVID-19 Hola Mundo Camp will NOT offer lunch to the campers. Campers can bring their own lunch and snacks.





Protection Against the Sun

Remember to send sunscreen appropriate to the camp's geographic location and that your child has tried at home. Teach your child how to apply his/her sunscreen and how often to do so.





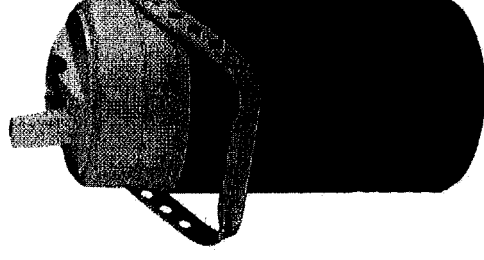
Staying Hydrated

Water fountains are available at the beach, but campers

***must* bring their own sports water jug each day!**

Campers may **NOT** be dropped off if he/she does not have a water jug.

Please remember that when packing for Hola Mundo Beach Camp, please bring only the essentials - travel light. Be sure to mark all items with the camper's name, as the camp is not responsible for lost or stolen items.



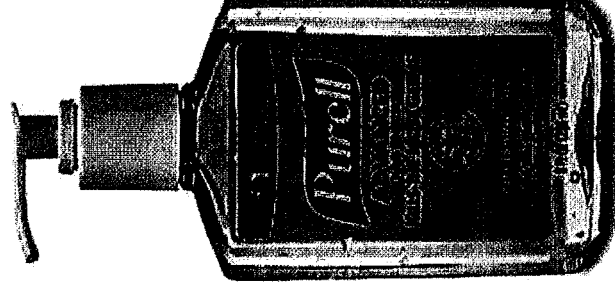


Hand Sanitizer

It is MANDATORY that each Counselor, Volunteer, CIT and Camper must bring a personal bottle of hand sanitizer. We will have breaks during the day to apply hand sanitizer.

Hand sanitizer should be used: 1. At drop off; 2. At the beginning of each activity; 3. At the end of each activity; 4. Before and after lunch; 5. Before and after campers use the playground; 6. After washing their hands in the bathroom; and 7. At dismissal before getting in their car.

Counselors and CITs will be responsible to enforce this process. Claire Tight, Mrs. Chambliss and Mr. Goldberg will monitor that this process is followed.





CHECKLIST: What to bring to camp everyday

- Backpack (to carry personal belongings to Camp)
- Sunscreen
- Personal Hand sanitizer (MANDATORY)
- Clorox wipes
- Clothes suitable for beach wear (shorts, camp shirt and camp rash guard, bathing suit under clothes)
- Shoes: Please, please flip flops, or slip on sandals for the beach NO SNEAKERS (remember that we walk to the beach everyday)
- Towel
- Hat or visor
- Sports Water jug (label with your name!)
- Goggles
- Socks (in case sand is hot to play sports or games)
- Snack or money for Snack (optional)
- Thursday: bring a white t-shirt or a white clothing item for Tie Dye.
- Banana Boat waiver and \$25 for Banana Boat ride (OPTIONAL) on Friday

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COVID 19 MEASURES



Community Mitigation

According to the CDC, “community mitigation activities are actions that people and communities can take to slow the spread of infectious diseases. Community mitigation is especially important before a vaccine or drug becomes widely available.”

The CDC suggests that any mitigation strategies include:

- Personal protective measures (e.g., handwashing, cough etiquette, and face coverings) that persons can use at home or while in community settings.
- Social distancing (e.g., maintaining physical distance between persons in community settings)
- Environmental surface cleaning at home and in community settings, such as camps.



Hola Mundo will remind Counselors, CITs and campers

Camp administrators will display signs throughout the camp to frequently remind campers to take steps to prevent the spread of COVID-19. We will also inform caregivers of all the COVID-19 guidelines and how Hola Mundo is responding to the pandemic. These messages may include information about:

- Staying home if you are sick or do not feel well, and what to do if you're sick or feel ill.
- Using social distancing and maintaining at least six feet between individuals in all areas of the park.
- Covering coughs and sneezes with a tissue, then throwing the tissue in the trash.
- Washing hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- Using hand sanitizer that contains at least 60% alcohol if soap and water are not available.
- Avoiding touching eyes, nose, and mouth with unwashed hands.



When Hola Mundo Beach Camp opens...

Our program will address these additional considerations:

- Implement social distancing strategies in all activities
- Intensify cleaning and disinfection strategies in all common areas (pavilion tables, playground, sports equipment)
- Modify drop off and pick up procedures. It will be mandatory that parents must remain in their car
- Implement screening procedures upon arrival while in the car
- Maintain an adequate ratio of staff to children to ensure safety. 1:5 for ages 4-6; 1:6 for ages 7-8 1:10 for ages 9-11; and 1:12 for CITs ages 12-13
- We will plan ahead and recruit other counselors to ensure we have a roster of substitute caregivers who can fill in if staff members are sick or stay home to care for sick family members.
- When feasible, staff members and older children CITs should wear face coverings within the facility.
- Campers, CITs and counselors must bring to camp every day personal hand sanitizers, and clorox wipes



Public restrooms, playground and pavilion at the beach

Our Staff will make sure that any facilities used by campers are:

- Operational with functional toilets.
- Cleaned and disinfected regularly, particularly high-touch surfaces such as faucets, toilets, doorknobs, and light switches. Clean and disinfect restrooms daily or more often if possible. The EPA-registered household disinfectants are recommended. Ensure safe and correct application of disinfectants and keep products away from camper.
- Regularly stocked with supplies for handwashing, including soap and materials for drying hands or hand sanitizer with at least 60% alcohol.
- Counselors must spray disinfecting spray:
 - 1.Throughout the playground
 - 2.Pavilion table before and after any use for arts and craft, lunch or other activities



Avoid Handshakes and High-Fives

Handshakes and “high-fives” are often exchanged at meetings and sporting events, and these can be ways in which COVID-19 can be transmitted from person to person. As a way of decreasing the social pressure to engage in these common behaviors, we will display signs that discourage these actions during the gathering.





Hola Mundo's Social Distancing Strategies

Hola Mundo has been working with the city of Pompano Beach and local health professionals, including pediatricians to determine a set of strategies appropriate for Hola Mundo's situation. We will continue using preparedness strategies and consider the following social distancing strategies:

Camper groups will be the same each day, and the same counselors will remain with the same group each day.

We will limit to only having around 10-12 campers per group.

We will consider whether to alter or halt daily group activities that may promote transmission.

- i. Limit the mixing of children, such as staggering playground times and keeping groups separate for special activities such as art, music, and sports.
- ii. At lunch time, we will ensure that children's towels are spaced out as much as possible, ideally 6 feet apart.



Drop off and pick up CDC's recommendations

- Hand hygiene stations will be set up at the entrance, so that children can clean their hands before they enter.
- We will consider staggering arrival and drop off times and plan to limit direct contact with parents as much as possible.
- Have child care providers stay in their car during pick up and drop off.
- Ideally, the same parent or designated person should drop off and pick up the child every day.
- If possible, older people such as grandparents or those with serious underlying medical conditions should not pick up children, because they are more at risk for severe illness.
- We will stagger arrival and drop off times and/or have child care providers stay in their cars when picking up the children as they arrive.
- Our plan for curbside drop off and pick up should limit direct contact between parents and staff members and adhere to social distancing recommendations.



Drop Off/ Pick Up Guidelines

Drop-off: You have the option of using the drop-off procedure where counselors will help your child/children from your car and then escort them safely to their group. Due to CDC Guidelines PARENTS MAY NOT GET OUT OF THE CAR.

Morning drop-off begins at 8:30 am, and stops promptly at 9:00 am.

Pick-up: 2:00 pm for afternoon pick-up please line up cars in single file. PARENTS MAY NOT GET OUT OF YOUR CAR! Counselors will go to your car, and then locate your children at their group's meeting point. To ensure everyone's safety, please obey the counselors directing traffic ~ they will let the other counselors know when it is safe to take the children to their cars.



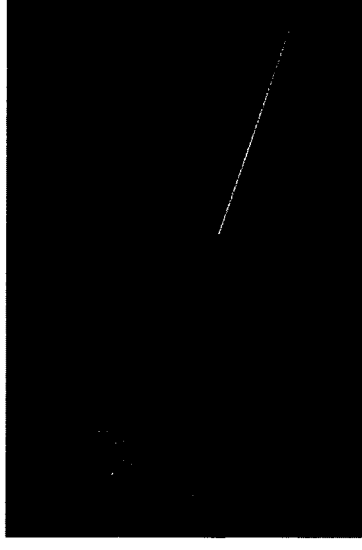
Camper Screening upon Arrival

Campers who have a fever of 100.40 (38.00C) or above or other signs of illness are to stay home and refrain from attending camp.

We will encourage parents to be on the alert for signs of illness in their children and to keep them home when they are sick.

We will screen children upon arrival.

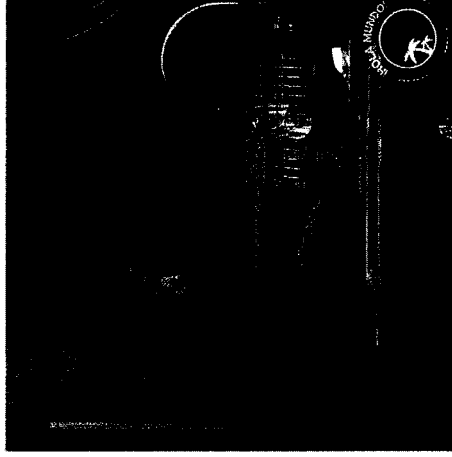
- Upon their arrival, our Head of Health Services (trained to perform health screens) will take your child's temperature
- She will ask the parent/guardian to confirm that the child does not have fever, shortness of breath or cough.
- She will make a visual inspection of the child for signs of illness which could include flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness.





Hola Mundo will remind everyone to hand wash often

We will remind your child to sneeze/cough in his/her sleeve and to wash his/her hands often while at camp, especially before eating and after toileting. If you really want to achieve impact, teach your child to accompany hand washing with another behavior: Keeping their hands away from their face.





Counselors and CITs wearing protective gear

All counselors and CITs will wear disposable gloves in the following scenarios:

1. At drop off. Opening the cars and getting the campers to their group
2. When assisting with lunch
3. At Drop off
4. Pick up





In case of Illness

PARENTS: If your child is showing signs of illness such as running a temperature, throwing up, has diarrhea, nasal drainage and/or coughing/sneezing, keep the child home and contact your camp director. Your child **WILL** be sent home if he presents symptoms of a cold. This greatly reduces the spread of illness at camp but also supports your child's recovery. Know your camp's policy about illness and camp attendance.

EXCUSE FROM ACTIVITIES

We encourage your child to participate in every activity. A written note from the parent is required if the child is to be excused from participation.



Communicate with Counselors

Talk with your child about telling their counselor, the nurse or camp director about problems or things that are troublesome to them at camp. These trained counselors can be quite helpful as children learn to handle being lat camp for the day. These helpers can't be helpful if they don't know about the problem – so talk to them.

You may communicate at all times via group text with your Leaders of your group (wearing yellow t-shirts). She/He will introduce on Sunday afternoon. You may also reach our Director Adriana Chambliss at 754-235-0995.





¡Gracias! Thank you!

You may contact our Camp Director Adriana Chambliss at 754-235-0995 if you have any questions or concerns