

City of Pompano Beach

LICENSE AGREEMENT

No. 12515

with

Dania Pier Management Corp.

INDEX OF EXHIBITS

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

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

and

Dania Pier Management Corp., a Florida profit corporation (hereinafter “LICENSEE”).

WHEREAS, CITY desires LICENSEE to provide the maintenance and operation of the City’s Bait Shop (the “Shop”) located on the Fishing Pier at 222 N Pompano Beach Blvd, Pompano Beach, FL 33062 (the “Pier” or “Property”) with said maintenance and operation of the Shop (collectively the “Maintenance and Operation” described in Exhibit “A,” Scope of Authorization) attached hereto and incorporated herein;

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide Maintenance and Operation services at the Shop 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

The above WHEREAS clauses are incorporated into, and made part of, this Agreement.

ARTICLE 2 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 Director or their authorized designee.

4. City will make the Shop available to the LICENSEE additional details for each item shall be set forth within Exhibit "A," Scope of Authorization.

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

1. LICENSEE is a profit organization 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 3
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 4
TERM AND RENEWAL

The term of this Agreement is for three (3) years and shall commence upon execution by both parties.

ARTICLE 5
COMPENSATION

The Compensation paid to LICENSEE by CITY shall not exceed one hundred and eight thousand dollars (\$108,000.00), billed at a monthly rate of three thousand dollars (\$3,000.00).

ARTICLE 6
INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit "B," attached hereto and incorporated herein 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 7 PUBLIC RECORDS PROCEDURES

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

1. Keep and maintain public records required by the CITY during its use of CITY Property for performance of the services pursuant to this Agreement.

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

**ARTICLE 8
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" attached hereto and incorporated herein.

**ARTICLE 9
RESPONSIBILITIES OF LICENSEE**

A. LICENSEE shall organize and conduct the Maintenance and Operation 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 Director or their authorized designee 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 Maintenance and Operation, including, but not limited to, all required staffing, tools and materials.

B. *LICENSEE's Responsibility for Damage or Loss of the CITY's Shop.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of Shop prior to set up and after cleanup periodically. CITY expects all such the Shop to be restored by LICENSEE to the same condition which existed prior to set up of the Maintenance and Operation. LICENSEE shall be responsible for all damage to, or loss of, the Shop as a result of its event conducted pursuant to this Agreement.

If the Shop 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 Maintenance and Operation. 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 Maintenance and Operation.

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 Maintenance and Operation at the Shop. 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 Maintenance and Operation, LICENSEE shall have secured all necessary licenses for conducting the Maintenance and Operation. 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 Maintenance and Operation.

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 at the Shop which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or the Shop.

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 Director or their authorized written designee 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 Shop 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 Shop 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 Director or their authorized written designee of any repairs or maintenance necessary to keep the Shop in good and safe condition.

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

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

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

Q. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "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 LICENSEE, the LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 10 RESPONSIBILITIES OF CITY

CITY is responsible to maintain the Shop 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 11 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 Shop or LICENSEE, its sub-contractors or other agents left at the Shop and that LICENSEE bears any and all risk of loss. Any article(s) remaining at the Shop at the conclusion of the Maintenance and Operation shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the Shop 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 Shop, 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.

ARTICLE 12 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, save, hold harmless and defend the CITY its officials, officers, its agents and employees from and against any and all claims, demands, suits, damages, attorneys' fees, fines, penalties, defense costs or liabilities, including but not limited to, claims for death or injury to persons and damage to property, arising directly, indirectly or otherwise in connection with, LICENSEE's occupation or use of, the Shop pursuant to this

agreement and which are based upon the actions, negligence or misconduct of LICENSEE's officers, employees, staff, volunteers, invitees or other agents. However, 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 the benefits received by LICENSEE under this agreement 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. The parties also agree that said indemnification does not serve as consent to be sued by third parties.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal property at the Shop 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 Shop 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 the Shop which may be sustained by reason of LICENSEE's presence and occupancy at the Shop.

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

ARTICLE 13 USE OF PREMISES

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated City facilities for operation of its Maintenance and Operation as described herein. 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 13 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.

ARTICLE 14
PUBLIC ENTITY CRIMES ACT

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

ARTICLE 15
CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS

- A. During the term of this Agreement, the CITY's Parks and Recreation Department's Recreation Director or their authorized written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement. LICENSEE's Contract Administrator shall be provided by LICENSEE upon commencement of services (or their authorized written designee) as further identified below.
- B. 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 Director
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

Marjorie Davis
Dania Pier Management Corp.
222 N Pompano Beach Blvd
Pompano Beach, Florida 33062
daniapiermanagement@gmail.com
904-239-9777

ARTICLE 16
GOVERNING LAW, VENUE AND WAIVER

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 the 17th Judicial Circuit in and for Broward County, Florida, or in the Federal courts serving the Southern District of 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.

C. Both Parties agree to waive trial by jury for any litigation between the Parties that may commence as a result of 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 for same, 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, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-

occurrence) 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 either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Shop for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

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 after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Article, time is of the essence.

ARTICLE 20 WAIVER AND MODIFICATION

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

B. CITY and 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 services under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other activity 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 suspend any activity of the Maintenance and Operation services-held on the licensed premises pursuant to this agreement upon the occurrence of any riot, violent disturbance or similar conduct, or hazardous weather condition, any of which threaten the immediate health or safety of the public or participants.

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 SHOP

The CITY, through its Recreation Director or their authorized written designee, reserves the right to authorize use of the CITY Shop 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 SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Licensee certifies that Licensee is not participating in a boycott of Israel. Licensee further certifies that Licensee is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Licensee been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Licensee has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Licensee of the City's determination concerning the false certification. Licensee shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Licensee shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Licensee does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 32
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

ARTICLE 33
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 34
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:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By:_____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSEE"

Witnesses:

Dania Pier Management Corp.

~~Stacey Hector~~

Stacey Hector
Print Name

x ~~Mark Ortiz~~

Mark Ortiz
Print Name

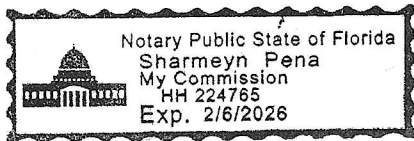
By: Marjorie A. Rodrigues
Marjorie A. Rodrigues, President

**49 N FEDERAL HWY
POMPANO BCH, FL 33062**

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 29 day of October, 2024 by Marjorie A. Rodrigues as
President of Dania Pier Management Corp., a Florida corporation, on behalf of the corporation. She
is personally known to me or who has produced driver licence
(type of identification) as identification.

NOTARY'S SEAL:



Sharmeyn Pena
NOTARY PUBLIC, STATE OF FLORIDA

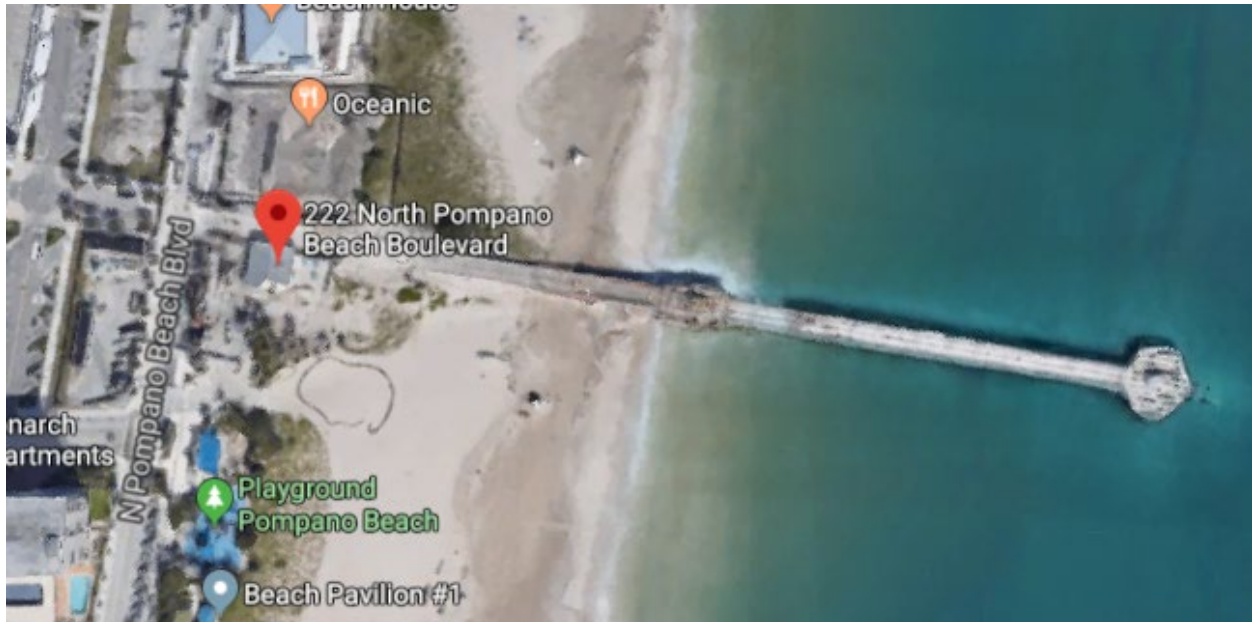
Sharmeyn Pena
(Name of Acknowledger Typed, Printed or Stamped)

HH 224765 exp- 02/06/2026
Commission Number

Exhibit A
Scope of Authorization
Dania Pier Management Corp

A. Objectives

The City of Pompano Beach (“City” or “Licensor”) requires a sole provider to operate and maintain the Bait Shop (“Shop”) located on the Fishing Pier at 222 N Pompano Beach Blvd, Pompano Beach, FL 33062 (“Pier” or “Property”) in an effort to create a fun, safe, friendly and clean environment for families, fishermen and sightseers.



B. Scope of Work

Dania Pier Management Corp (“Licensee”) shall provide bait shop operation and maintenance as follows, but not limited to:

1. Managing the day to day operations of the Shop during the hours of operation listed here:
Monday – Sunday 7:00 a.m. – 10 p.m.
 - a. Ensuring the Shop remains open every day of the year during set hours. Hours may be modified upon mutual agreement between Licensee and City.
2. Operating the Shop in a manner comparable to a first-class facility that meets the sightseers and fishing patrons’ needs; provide for resale items such as frozen bait, fishing gear, tackle, artificial lures, bottled water, snacks etc., that the City has sole discretion in determining what related products may be provided.
 - a. Ensuring all items to be sold are submitted in writing and approved by the Recreation Director or their authorized written designee prior to the sale of such. Additional items for sale must be requested in writing and approved by the Recreation Director or their authorized written designee.
3. Being responsible for all equipment inside the Shop and their maintenance, including internet service, refrigerators, freezers and security camera system.

Exhibit A
Scope of Authorization
Dania Pier Management Corp

4. Collecting entrance fees for admission onto the Pier and provide paid fishing and sightseeing customers with a receipt.
 - a. Verifying City residency by requesting documentation such as driver's licenses or equivalent documents stating the resident's address for annual sightseeing and fishing memberships.
 - b. Fee schedule is listed below:

Fishing Daily Pass	\$6.00 per person
Annual Fishing Pass	Resident \$547.50 Non-Resident \$1,095.00
Semi-annual Fishing Pass	Resident \$273.75 Non-Resident \$547.50

5. Operating the Shop as provided by the City; trailers/trucks will not be permitted.
6. Posting prohibited acts signage clearly and enforce all prohibited activities and limitations on the Pier. Those prohibited activities and limitations will be provided by the City.

City responsibilities:

1. Establish Pier entrance fees. The City may modify fees as it relates to annual membership passes for fishermen and sightseers.
2. Coordinate repairs as required for the operation of the Property. City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making such repairs.
3. Provide Licensee with an emergency contact list for during and off-hour operations.
4. Maintain annual fishing licenses and post in a prominent location that is visible to the public.
5. Provide water and electricity to the Property.
6. City will handle pressure cleaning of the Pier.
7. City will provide two (2) parking decals for Licensee and employees during operating hours for Licensee to park in the grass lot near Atlantic Boulevard.

C. Licensee Summary Schedule of Tasks and Deliverables

Management –

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

Exhibit A
Scope of Authorization
Dania Pier Management Corp

4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.
5. Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Prior to starting operations, Licensee shall submit policies for daily operations, including, but not limited to, refunds, etc. to the Recreation Director or their authorized written designee. Once approved, Licensee shall clearly post these policies for patrons to view.
7. Ensure the City-provided parking decals are displayed at all times.

Permitting –

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

Merchandise –

1. Prior to starting operations, Licensee shall ensure their menu items and prices are approved by City . Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed. The City will provide Licensee with designee contact information upon execution of the contract.
2. Licensee shall provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation.
4. Licensee shall ensure that only non-glass items shall be used for beverages and food. Plastic straws and Styrofoam products are prohibited.
5. Usage of Pompano Beach Boulevard for supply delivery purposes only are limited to fifteen (15) minutes. All deliveries must be completed by 11:00 am daily.

Exhibit A
Scope of Authorization
Dania Pier Management Corp

Reporting/Cash Handling -

1. Licensee shall collect all monies from entrance fees, passes and sales of Shop's purchases. A monthly report of all gross revenue and sales shall be submitted. Licensee has until the 15th of the following month to submit report.
2. Licensee shall have a reporting metering system to report actual admissions quantity and inventory sold (see Exhibit "C" Recordkeeping, Inspection and Audit Procedures). The City reserves the right randomly audit records for verification of sales figures.
3. All instances of damage, theft and/or vandalism shall be reported to City within twenty – four (24) hours of the incident. The City shall not be responsible for any damages, theft or disappearance from break-in, burglary, or power failure due to hurricane, electrical storm or any act of God. The Licensee shall be responsible for all counterfeit monies and cash shortages. Licensee shall bear any losses sustained due to theft of monies, products and/or damage to its equipment.
4. Licensee shall have a refund website/email address and/or phone number posted where patrons can request a refund rather than contacting City staff.
5. Licensee shall track and monitor all fisherman parking validations through the established POS software system and add to the monthly report. Any error in parking validations over shall result in Licensee having to pay the City said amount.

Maintenance –

1. Licensee shall accept the Shop as is. The City may, at its sole discretion, make improvements, and/or upgrade equipment. Licensee shall not make any improvements, additions or repairs to shop without prior written approval from the City. All modifications must be ADA compliant to receive approval from the City.
2. Licensee shall clean/maintain the Shop daily with City-approved products to present a visibly appealing environment to patrons.
3. Licensee shall notify City of any maintenance/repairs needed, and garbage/waste issues of Shop and surrounding areas.
4. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash City-provided receptacles. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.
5. Licensee shall prepare a plan for other contingencies, such as hurricane evacuation, etc. and submit plan to City for approval prior to start of Shop operation.

Compensation –

1. Licensee shall collect all daily fishing entry fees, membership passes and bait shop sales as compensation for Bait Shop operation and maintenance.
2. Licensee shall be responsible for payment of all Florida sales tax for all revenue collected, including but not limited to bait shop sales, all membership pass sales and daily entry fees by Licensee.

Exhibit A
Scope of Authorization
Dania Pier Management Corp

3. City will pay the Licensee a sum of three thousand dollars (\$3,000.00) per month for bait shop operation.
4. A monthly report, by Licensee, of gross sales will be due and show detailed itemized revenue for Pier entry fees, membership passes, and Bait Shop sales. Further detailed instruction is listed in Exhibit "C" (Recordkeeping, Inspection and Audit Procedures).
5. Licensee shall pay the City, if necessary, the sum required to comply with the City's Submerged Land Lease with the Department of Environmental Protection of the State of Florida.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:☐

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

XX comprehensive form
XX owned
XX hired
XX non-owned

☒

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
---	---------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2024

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

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

PRODUCER State Insurance Agency Inc. 1010 SW Martin Downs Blvd Palm City FL 34990	CONTACT NAME: Mitzy Taylor PHONE (A/C, No, Ext): (772) 426-9933 FAX (A/C, No): (772) 426-9943 E-MAIL ADDRESS: certificates@stateinsuranceagent.com																					
INSURED Dania Pier Management Corp 1225 Queens Harbor Blvd Jacksonville FL 32225-4921	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Southern-Owners</td><td>10190</td></tr><tr><td>INSURER B :</td><td>NorGUARD Insurance Company</td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Southern-Owners	10190	INSURER B :	NorGUARD Insurance Company		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :	NorGUARD Insurance Company																					
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** CL2481920150 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		72538007	09/17/2024	09/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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 checked="" type="checkbox"/> Y	N/A		DAWC563083	09/22/2024	09/22/2025

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

The Certificate Holder is Additional Insured in regard to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 100 W Atlantic Blvd Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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IMPORTANT - IDENTIFICATION CARDS

STATE FARM®

MUTL VOL
6715-A77

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD STATE FARM

POLICY NUMBER
998 8898-D25-59I 4
CO. NUMBER
09785
EFFECTIVE DATE
OCT 25 2024

☒ PERSONAL INJURY PROTECTION
☐ PROPERTY DAMAGE
☒ BODILY INJURY

NAMED INSURED
RODRIGUES, MARJORIE

MUTL
VOL

COVERAGES A P10 D1000 G1000 H R1 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
2018 LEXUS JTHBZ1BL9JA016753
AGENT MICHAEL TAUZEL INS AGCY INC
PHONE (904)425-4100 NAIC 25178

The coverage provided by the policy meets the
minimum liability limits prescribed by law.



FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD STATE FARM

POLICY NUMBER
998 8898-D25-59I 4
CO. NUMBER
09785
EFFECTIVE DATE
OCT 25 2024

☒ PERSONAL INJURY PROTECTION
☐ PROPERTY DAMAGE
☒ BODILY INJURY

NAMED INSURED
RODRIGUES, MARJORIE

MUTL
VOL

COVERAGES A P10 D1000 G1000 H R1 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
2018 LEXUS JTHBZ1BL9JA016753
AGENT MICHAEL TAUZEL INS AGCY INC
PHONE (904)425-4100 NAIC 25178

The coverage provided by the policy meets the
minimum liability limits prescribed by law.

3308/03406

141110.2 04-26-2019 (o1pcf11c)

KEEP A CARD IN YOUR CAR.
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

M

1-A
Sys Pend:

APPROVED *David Daley*
By David Daley at 4:48 pm, Nov 06, 2024

AT2 003421 0008 A-6715 A
RODRIGUES, MARJORIE
1225 QUEENS HARBOR BLVD
JACKSONVILLE FL 32225-4921



Policy Number: 998 8898-D25-59I
Policy Period: October 25, 2024 to April 25, 2025

Vehicle:
2018 LEXUS GS 350

Principal Driver:
MARJORIE RODRIGUES

AUTO RENEWAL

PREMIUM PAID: \$1,025.67

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1418457919

Your State Farm Agent

MICHAEL TAUZEL INS AGCY INC

Office: 904-425-4100

Address: 13170 ATL BLVD STE 58
JACKSONVILLE, FL 32225-4158

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

IMPORTANT NOTICE- Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

Based on your driving record, you have our Accident-Free Discount for preferred customers.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon

(continued on next page)

Policy Number: 998 8898-D25-59I
Prepared August 30, 2024
Form 1004933

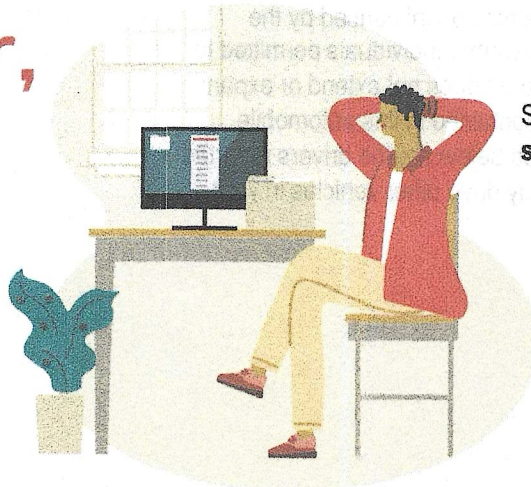
Page number 1 of 5

144211 201 11-01-2015

Bye-bye clutter, hello green

Enroll in paperless and you'll get emails with links to do things like:

- download or print your auto ID card,
- pay your bill,
- or view documents, like your renewal.



Scan QR to sign up or visit
statefarm.com/paperless



as the same day we receive your payment, and you will not receive your check back from your financial institution.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2018 LEXUS GS 350	JTHBZ1BL9JA016753	MARJORIE RODRIGUES, a divorced female, who will be age 63 as of October 25, 2024.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2018 NISSAN MAXIMA

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of October 25, 2024	Gender	Marital Status
MARJORIE RODRIGUES	63	Female	Divorced

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

BROOKE PEAVER

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

IMPORTANT NOTICE REGARDING YOUR PREMIUM

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during your policy term, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 100,000	\$337.99
P10	No Fault	\$72.62
D	1000 Ded Comprehensive	\$125.19
G	1000 Deductible Collision	\$190.43
H	Emergency Road Service	\$4.74
R1	Car Rental & Travel Expense	
	\$50 Per Day, \$1,500 Max	\$17.55
U3	Uninsured Motor Vehicle	
	Bodily Injury 50,000/100,000	\$277.15
Total Premium		\$1,025.67

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsured, or underinsured driver is legally liable.

You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means

that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle Coverage limits are not added together in most circumstances. The non-stacking coverage on this policy is not available to persons injured while occupying a motor vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy; or

c. reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

(continued on next page)

Exhibit C
Recordkeeping, Inspection and Audit Procedures
City of Pompano Beach Fishing Pier
Pier Bait & Tackle Service Agreement

A. RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS

1. CONTRACTOR shall keep full and complete daily records of concession gross sales and expenses resulting from all related services authorized in this agreement.
2. CONTRACTOR shall install and maintain a system for keeping such records of (including but not limited to) all revenue, sales, including entrance fees and all related services as may be reasonably required by the City in accordance with generally accepted accounting principles.
3. CONTRACTOR shall purchase and maintain at its cost an integrated inventory system for recording merchandise bought and sold, which shall include a point of sale system (POS), revenue cash register/system with integrated updating capabilities. Integrated capabilities for inventory and point of sale revenue systems shall be defined as having the capability for the following:
 - a) Each unit of merchandise sold in the point of sales revenue system shall be on a real time update basis or on a batch update basis correspondingly updating the inventory system and available units for sale in inventory and point of sale revenue systems.
 - b) Each unit of merchandise ordered in the inventory system shall be on a real time update basis, or on a batch update basis correspondingly updating the available units for sale in inventory and point of sale revenue systems.
 - c) Detailed and summary reports for the inventory and point of sale revenue system will be run separately for each individual location(s) as detailed in this agreement on a monthly basis. Monthly inventory and point of sale revenue reports shall be run for each location(s) separately, and shall not be combined or data intermixed.
 - d) Each entrance fee shall be recorded as a point of sale in the sales revenue system and be on a real time update or on a batch update basis correspondingly updating the total counts for entrance fees paid and point of sale revenue for the entrance fee.
 - e) The batch update process shall be done on a daily basis at the close of business day for each location(s) for units of inventory received during the business day before running the end of business day inventory and point of sale revenue reports.
 - f) The daily detailed point of sale revenue reports for each business day shall record the number of units of merchandise or entrance fees sold for each item, sales price per unit, extended sales amounts, and sales tax collected, with a total summary number for units of merchandise inventory items or entrance fees sold and the final total dollar amount of all daily sales (and showing date, type and dollar amount). The daily sales revenue amounts should roll up into the monthly revenue report.
 - g) Cash register must have the capability to accept credit/debit cards, cash and coin for payment of entrance fee or merchandise sold.
4. CONTRACTOR shall provide all reports for the integrated merchandise inventory and point of sale revenue systems, including point of sale revenue for entrance fees supporting the amounts paid by patrons by the fifteenth

(15th) of the following month.

End of the month merchandise inventory balance shall be reconciled with the sales amount; for example, the month end inventory balance should equal the beginning month inventory, plus inventory received, less inventory sold. Any differences should be accounted for and explained in detail.

The City's Recreation Director or his designee will timely review the summary monthly reports of integrated merchandise inventory and point of sale revenue system including point of sale revenue for entrance fee. The review shall include agreeing the amount of the inventory sold for the month, with the sales revenue reported.

The City, City Internal Auditor and any party or parties designated by City or all of them shall at reasonable times during normal business hours have the right to inspect, audit and examine all books, papers, and accounting records (including, but not limited to), reports, cash register tapes, ledgers, journals, bank statements, state sales tax, timesheets, work schedules, etc. of CONTRACTOR relating to (including but not limited to) all sales revenue, entrance fees and related services pertinent to this agreement. The failure of CONTRACTOR to produce any of the records described herein following a request by City agents or City Internal Auditor shall be deemed a material breach and City may terminate this agreement pursuant to the terms specified in the agreement. CONTRACTOR agrees to keep all such books, papers, and records at the COPB Pier Bait & Tackle shop or at some mutually agreed upon local place. In addition, the City and its designee shall have the right to review CONTRACTOR'S system of internal controls relating to (including, but not limited to) sales, revenue, bait and tackle services and to suggest needed changes.

Each dealer defined in Chapter 212, Florida Statutes, each licensed wholesaler, and any other person subject to the tax imposed by Chapter 212, Florida Statute, shall keep and preserve, for a period of five years a complete record of all transactions, together with invoices, bills of lading, gross receipts from sales, 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 thereunder. All such books, invoices, and other records shall be open for inspection by the Department of Revenue or City representatives at all reasonable hours at the dealer's store, sales office, warehouse or place of business located in this state. Any dealer who maintains such books and records at a point outside this state shall make such books and records available for inspection by the Department of Revenue or City representatives at City Hall. Thus, the City requires CONTRACTOR to retain for a period of five years at a minimum: sales journals, general ledgers, disbursement journals, invoices, bank statements, sales and use tax returns, federal income tax returns, payroll ledgers, daily detail transaction register tape and daily final summary reports of cash register activity.

5. CONTRACTOR shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to sales and operations. Sales tax computed and collected must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time. Noncompliance with state sales tax regulations, will subject CONTRACTOR to potential penalties.

6. CONTRACTOR shall be responsible for retaining invoices for the purchased merchandise. Invoices for merchandise shall be specific for the location(s) with adequate detailed item dates, quantity and description to document detailed inventory activity for merchandise sales and inventory modules including the percentage mark-up for inventory.

Detailed and separate delivery tickets or any transfer inventory tickets are required for each location(s) for items to document beginning inventory, additions to and subtractions from inventory due to sales, or subtractions due to transfers from one location to another location, or subtractions due to documented physical counts for each location(s).

Monthly reports to City will provide detailed and summary reports of gross sales and inventory for items sold. Gross sales are defined as the grand total of all sale transactions (amounts collected) without any deductions.

Gross sales calculated shall include sales tax collected. Gross sales calculated shall “not” be reduced to include the deducted amount and remitted (expensed out) to the appropriate jurisdictions.

7. CONTRACTOR shall provide an annual revenue report, for the end of the annual year. The revenue report will be due to City on the fifteenth (15th) of the following month, and it shall contain similar information as presented in the previous monthly revenue reports. In addition, CONTRACTOR shall provide copy of federal tax return each year, once filed.

8. CONTRACTOR shall maintain a separate bank account for the agreement/contract. Bank deposits will be made intact for all sales and the daily sales revenue will not be reduced (netted) for payments for vendor supplies, or inventory merchandise for C.O.D., deliveries.

End of year inventory will be documented and scheduled annually each year on the last day of each year within the period term. Inventory shall be completed by day end of the agreement/contract annual term anniversary month, on the last day of each year within the period term. The City reserves the right to have a City employee present at the inventory count.

The City's monthly compensation is based on the agreed compensation as detailed in the agreement.

B. DAILY OPERATIONS

1. Customers must receive a sales receipt at the point of sale.
2. A numerical accountability shall be established over the point of sales system (merchandise or entrance fee) for all revenue collected. All point of sales including training transactions, voided transactions etc. shall be maintained to account for the continuity of the numerical accountability. A voided transaction should be marked Void and have a zero-dollar entry as the transaction has been voided. A detailed reason is required for any transaction marked VOID. A transaction for training purposes shall be marked for TRAINING and also have the details on the transaction.
3. All sources of revenue from revenue and sales, including sales tax collected shall be recorded through the POS cash register(s) system. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.
4. In addition, the cash register(s) should provide the control capability to separately account for the use of separate operator(s) or product type code key.