

## ***SECOND AMENDMENT***

***No. 12195***

---

**THIS IS A SECOND AMENDMENT to extend and modify the License Agreement** dated

\_\_\_\_\_, between:

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

and

**PROSERVE CONCEPTS, LLC**, a Florida limited liability company, having its office and place of business at 509 SW 10<sup>th</sup> St, Fort Lauderdale, Florida 33315, hereinafter referred to as “LICENSEE.”

**WHEREAS**, the Parties entered into a License Agreement to provide services as the Head Tennis Professional at the Pompano Beach Tennis Center on March 6, 2019, ("Original Agreement"); and approved by City Ordinance No. 2019-27 on February 26, 2019; and

**WHEREAS**, the Parties entered into an Assignment and First Amendment on October 31, 2022, and approved by City Ordinance No. 2023-03 on October 25, 2022; and

**WHEREAS**, the CITY and LICENSEE have mutually agreed to extend the Original Agreement for one (1) additional one-year period, and to substitute Exhibit “A” to the Original Agreement.

### **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 terms and conditions contained within the Original Agreement between CITY and LICENSEE, effective March 6, 2019 and the Assignment and First Amendment, copies of which are attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. 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.

4. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending March 5, 2025.

5. 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.

**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

(SEAL)

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**"LICENSEE":**

Witnesses:

**Proserve Concepts, LLC**

Mark A. Beaudreau  
Mark A. Beaudreau  
Print Name

Melanie Heminger  
Melanie Heminger  
Print Name

By: \_\_\_\_\_

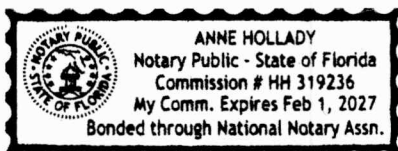
Edward Sposa, Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2024 by Edward Sposa as Manager of Proserve Concepts, 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)

HH 319236

Commission Number



Exhibit A  
Scope of Authorization  
Proserve Concepts, LLC

**A. Introduction/Background**

The City of Pompano Beach (“City”) operates a tennis center located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center (“Facility”) offers sixteen (16) professional fast-dry courts for day and night play. The City’s Tennis Center includes a Pro Shop to be operated by Proserve Concepts, LLC (“Licensee”)

Licensee is a Florida limited liability company with a history of providing tennis-based activities at the City Tennis Center. Licensee has over ten (10) years of experience as a Head Tennis Professional in South Florida and is a current USPTA member for over forty (40) years. Licensee shall offer a wide variety of tennis-based activities for all different ages and levels of play.



Municipal Tennis Center – Aerial View

**B. Objectives**

The City requires a sole provider to offer a variety of tennis-based activities at the City’s Tennis Center. The Licensee shall perform this function in accordance with the terms of the solicitation, the Licensee’s response, License agreement, and this Scope of Authorization. Discrepancies between this document, the solicitation and the Licensee’s response shall be resolved by giving this Scope of Authorization precedence.

Exhibit A  
Scope of Authorization  
Proserve Concepts, LLC

**Scope of Work**

Licensee shall provide at a minimum the following services:

1. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Licensee and previously approved by the Recreation Director or designee. The Licensee shall have exclusive use, seven (7) days per week, of three (3) courts for lessons. Licensee, or designee, can utilize additional courts based on availability and to be determined by the facility City supervisor.
2. Develop and organize leagues, tournaments, socials, member relations, junior camps including summer, spring break and winter camps and new memberships. Any activity that requires transportation as a component of the program shall be the direct responsibility of the Licensee.
3. Duties and responsibilities of the Licensee are to provide full-time, on-site management for the Tennis Center and all of its programming. Licensee shall be present a minimum of forty (40) hours per week, exclusive of tournaments and will post weekly hours Licensee is available to the public. Licensee shall be "on call" during all times the Tennis Center is in operation. The Licensee shall not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator or designee.
4. Licensee, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the City or State's Youth Programs Background Screening Policy which includes a completed and fully-executed Release on all such persons so that City, can conduct the background checks required hereunder. City reserves the right to refuse to permit Tennis Professional 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. All instructors working with minors during summer camp hours must complete and pass a separate Level II background screening at the Licensee's sole expense.
5. License shall manage and maintain an inventory of tennis-related goods and merchandise for public sale at the Pro Shop at levels sufficient to meet the needs and demands of patrons and the public including, but not limited to, recreational and competitive tennis wear, training accessories and equipment supplied by all the major brands recognized in the tennis industry.

**C. Summary Schedule of Tasks and Deliverables**

**Compensation** – Per Licensee's proposal, Licensee shall receive eighty percent (80%) and CITY shall receive twenty percent (20%) of the gross revenues generated from all tennis leagues, tournaments, lessons, socials, member relations, junior camps including summer, spring break and winter camps.

Exhibit A  
Scope of Authorization  
Proserve Concepts, LLC

Licensee shall receive ninety percent (90%) and City shall receive ten percent (10%) of the gross revenues generated from the sale of Pro Shop goods and merchandise. Licensee shall purchase and stock the Pro Shop. The City will operate the Pro Shop.

If the percentages of gross revenues listed above do not reach a level of seventy thousand dollars (\$70,000.00), then Licensee will be required to pay the difference in order to achieve the minimum. If the gross revenues exceed the minimum of seventy thousand dollars (\$70,000.00) the City does not owe Licensee any monies.

Licensee shall receive payments from the City for Licensee's share of the revenues twice per month after the fifteenth of every month and at the end of every month.

The City retains all of the revenue from Facility Memberships, daily fees for non-members to use the facility and vending income of beverages and food items available at the facility.

Licensee shall be responsible to pay all taxes associated with all services and merchandise offered by Licensee.

**Qualification** – USPTA certification must be maintained for the duration of the agreement.

**Parking** - Licensee acknowledges that parking shall be available for the public during the hours of operation, however, Licensee further acknowledges that parking use is not exclusive for tennis facility and at no time shall parking fees be waived.

**Closures** - The City reserves the right to close the facility if it deems necessary at its sole discretion with reasonable written notice to Licensee. Written notice may be given through email, certified letter or fax.

**Community Service** – The City is committed to its community. Licensee shall provide tennis-related programming and services at a minimum of forty (40) hours per calendar year to City youth in their organization's discipline. This may include, but it is not limited to, recreational programming, adaptive tennis lessons, youth camps, free lessons, free tennis clinics at other tennis courts outside of the tennis center, etc. Licensee shall work with the City on scheduling said community service. Licensee are strongly encouraged to participate in the City's annual holiday parade.

**Instructors/Coaches** – All coaches and instructors for awarded programs shall be required to obtain and maintain both CPR and AED certifications. Proof of these certifications to be presented to the City two (2) weeks prior to the season starting. Any associated fees for these certifications shall be the sole expense of the Licensee.

**ORDINANCE NO. 2023- 03**

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ASSIGNMENT AND FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PROSERVE CONCEPTS, INC. N/K/A PROSERVE CONCEPTS, LLC, PROVIDING SERVICES AS THE HEAD TENNIS PROFESSIONAL FOR THE POMPANO BEACH TENNIS CENTER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Assignment and First Amendment to the License Agreement between the City of Pompano Beach and Proserve Concepts, Inc. n/k/a Proserve Concepts, LLC, a copy of which Agreement is attached hereto and incorporated herein 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.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 11th day of October, 2022.

**PASSED SECOND READING** this 25th day of October, 2022.

DocuSigned by:

*Rex Hardin*

502CB780EB3F480...

**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:

*Asceleta Hammond*

62AB0835850F4A1...

**ASCELETA HAMMOND, CITY CLERK**

DocuSigned by:



MEB/jrm  
9/1/22  
L:ord/2022-268

## ***ASSIGNMENT AND FIRST AMENDMENT***

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### **THIS IS AN ASSIGNMENT AND FIRST AMENDMENT TO THE AGREEMENT**

dated October 31, 2022, 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

**PROSERVE CONCEPTS, LLC**, a Florida limited liability company, having its office and place of business at 509 SW 10 Street, Fort Lauderdale, FL 33315, hereinafter referred to as "LICENSEE."

**WHEREAS**, the CITY and Proserve Concepts, Inc., hereinafter referred to as "Corporation," entered into an Agreement dated March 6, 2019, ("Original Agreement"), and approved by City Ordinance No. 2019-27, passed and adopted on February 26, 2019; and

**WHEREAS**, LICENSEE formally converted the Corporation to a Florida Limited Liability Company as per the attached Articles of Conversion; and

**WHEREAS**, the LICENSEE is requesting that the CITY an assignment and transfer to LICENSEE all rights and obligations provided for in the Original Agreement; and

**WHEREAS**, CITY desires to retain the LICENSEE and LICENSEE desires to provide services under the Original Agreement; and

**WHEREAS**, the LICENSEE and CITY have mutually agreed to amend certain terms and to include additional provisions to the Original Agreement.

**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 CITY hereby assigns and transfers the entirety of the Corporation's rights, title and interest the Corporation may have in and to the Original Agreement as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, as of the date of last signature hereunder (the "Effective Date") to LICENSEE.
3. LICENSEE hereby agrees that it shall be liable to the CITY for each and every duty and obligation in the Original Agreement. LICENSEE hereby agrees to assume each and every such duty and obligation. The date of the Original Agreement and any renewal dates or terms shall be the same and remain applicable for the purposes of this Assignment and First Amendment.
4. The Original Agreement effective March 6, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended hereinbelow.
5. That Article 10, "Indemnification," of the Original Agreement is hereby deleted and replaced with the following language:



**ARTICLE 10**  
**INDEMNIFICATION OF CITY**

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, officers, 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 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.

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.

6. That Article 26, "Termination," paragraph C of the Original Agreement is hereby amended to read as follows:

...



C. Termination for Safety. CITY may terminate ~~this event~~ any activity or program held pursuant to this agreement upon the occurrence of any riot, violent disturbance or similar conduct, or hazardous weather condition, stemming from this event any of which threatens the immediate health or safety of the public or participants.

...

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

**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**

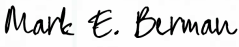
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ASCELETA HAMMOND, CITY CLERK

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By: \_\_\_\_\_  
REX HARDIN, MAYOR



DocuSigned by:  
  
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By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:  
  
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MARK E. BERMAN, CITY ATTORNEY

**"LICENSEE":**

Witnesses:

Proserve Concepts, LLC

John Kane  
John Kane

Print Name

Rosette Seymour  
Rosette Seymour

Print Name

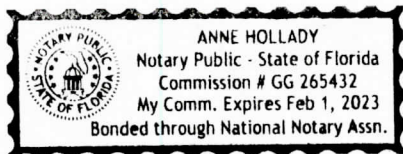
By: Edward Sposa, Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization by Edward Sposa as Manager of Proserve Concepts 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

---

**ORDINANCE NO. 2019- 27**

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PROSERVE CONCEPTS, INC., TO PROVIDE SERVICES AS THE HEAD TENNIS PROFESSIONAL FOR THE POMPANO BEACH TENNIS CENTER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Proserve Concepts, Inc., a copy of which Agreement is attached hereto and incorporated herein 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.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 12th day of February, 2019.

**PASSED SECOND READING** this 26th day of February, 2019.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm  
1/29/19  
L:ord/2019-85

Orig. 18

# **City of Pompano Beach**

## **LICENSE AGREEMENT**

**with**

# **Proserve Concepts, Inc.**

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**THIS LICENSE AGREEMENT** ("Agreement"), entered into this 6 day of March, 2019, by and between:

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

and

Proserve Concepts, Inc., a Florida profit corporation (hereinafter "LICENSEE").

**WHEREAS**, LICENSEE desires to utilize the City's Municipal Tennis Center located at 920 N.E. 18<sup>th</sup> Avenue, Pompano Beach, FL 33060 (the "Property") to provide services as the Head Tennis Professional for the Pompano Beach Tennis Center (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 for Profit Corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

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

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

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

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

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

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

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

## **ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING**

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

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

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

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

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

### **ARTICLE 3 TERM AND RENEWAL**

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

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional 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](mailto: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 and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Property to be used for any 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.

## **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](mailto:greg.harrison@copbfl.com)  
(954) 786-4601 office  
(954) 786-4504 fax

### **With a copy to:**

Recreation Program Administrator  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 786-4113 fax

**FOR LICENSEE:**

Proserve Concepts, Inc.  
814 SW 10 Street  
Fort Lauderdale  
Email: misposa@comcast.net  
Phone: (954) 629-3946

**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. Edward Sposa 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.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

## **ARTICLE 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 12 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 contained in this Agreement is intended to serve as a waiver of the CITY's sovereign immunity as provided for in §768.28, Florida Statutes.

## **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 have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

Sandra M. McQuibb  
Audrey L. Stull

**CITY OF POMPANO BEACH**

By: [Signature]  
 REX HARDIN, MAYOR

By: [Signature]  
 GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]  
 ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
 MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of March, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as CITY Manager and **ASCELETA HAMMOND** as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
 (Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_



**"LICENSEE":**

Witnesses:

[Signature]  
Print Name: Scott R. Moore

[Signature]  
Print Name: Kate Malutke

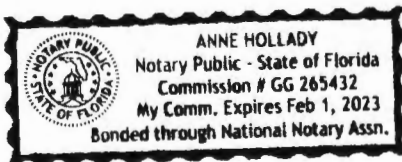
Proserve Concepts, Inc., a Florida Corporation

[Signature]  
By: Edward Sposa, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of January, 2019, by Edward Sposa as President of Proserve Concepts, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

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

**GG 265432**    **Expires 2/1/2023**  
Commission Number

## Exhibit A Scope of Authorization

### A. Introduction/Background

The City of Pompano Beach (City) operates a tennis center located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center (Facility) offers sixteen (16) professional fast-dry courts for day and night play. The City's Tennis Center includes a Pro Shop to be operated by Proserve Concepts, Inc. (Licensee)

Licensee is a Florida Corporation with a history of providing tennis-based activities at the Pompano Beach Tennis Center. Licensee has over 10 years of experience as a Head Tennis Professional in South Florida and is a current USPTA member for over 40 years. Licensee will offer a wide variety of tennis-based activities for all different ages and levels of play.



### B. Objectives

The City requires a sole provider to offer a variety of tennis-based activities at the City's Tennis Center. The Licensee shall perform this function in accordance with the terms of the solicitation, the Licensee's response, License agreement, and this Scope of Authorization. Discrepancies between this document, the solicitation and the Licensee's response shall be resolved by giving this Scope of Authorization precedence.

### C. Scope of Work

Licensee shall provide at a minimum the following services:

1. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Licensee and

## Exhibit A Scope of Authorization

previously approved by the Recreation Programs Administrator or designee. The Licensee shall have exclusive use, seven (7) days per week, of three courts for lessons. Licensee, or designee, can utilize additional courts based on availability and to be determined by the facility City supervisor.

2. Develop and Organize leagues, tournaments, socials, member relations, Jr camps including summer, spring break and winter camps and new memberships. Any activity that requires transportation as a component of the program shall be the direct responsibility of the Licensee.
3. Duties and responsibilities of the Licensee are to provide full time, on-site management for the Tennis Center and all of its operations. Licensee shall be present a minimum of forty (40) hours per week, exclusive of tournaments and will post weekly hours Licensee is available to the public. Licensee shall be "on call" during all times the Tennis Center is in operation. The Licensee shall not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator or designee.
4. Licensee, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY or State's Youth Programs Background Screening Policy which includes a completed and fully-executed Release on all such persons so that CITY, at the cost of Tennis Professional, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit Tennis Professional 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. All instructors working with minors during summer camp hours must complete and pass a separate Level II background screening at the Licensee's sole expense.
5. License shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by all the major brands recognized in the tennis industry.

### **D. Summary Schedule of Tasks and Deliverables**

**Compensation** – Per Licensee's proposal, Licensee shall receive eighty percent (80%) and CITY shall receive twenty percent (20%) of the gross revenues (generated from all tennis leagues, tournaments, lessons, socials, member relations, Jr camps including summer, spring break and winter camps) or a minimum fee of seventy thousand dollars, whichever is greater.. Gross revenues to the City shall total at a minimum seventy thousand dollars (\$70,000.00).

**Exhibit A**  
**Scope of Authorization**

Licensee shall receive ninety percent (90%) and City shall receive ten percent (10%) of the gross revenues generated from Pro Shop goods and merchandise. Licensee shall purchase and stock the Pro Shop. The City will operate the Pro Shop.

Licensee shall receive payments from the City for Licensee's share of the revenues twice per month after the fifteenth of every month and at the end of every month.

The City retains all of the revenue from Facility Memberships, daily fees for non-members to use the facility and vending income of beverages and food items available at the facility.

Licensee shall be responsible to pay all taxes associated with all services and merchandise offered by Licensee.

**Qualification** – USPTA certification must be maintained for the duration of the agreement.

**Parking** - Licensee acknowledges that parking shall be available for the public during the hours of operation, however, Licensee further acknowledges that parking use is not exclusive for tennis facility and at no time will parking fees be waived.

**Closures** - The City reserves the right to close the facility if it deems necessary at its sole discretion with reasonable written notice to Licensee. Written notice may be given through email, certified letter or fax.

## 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 who can be reached by phone at (954) 786-4636 or email [cindy.lawrence@copbfl.com](mailto:cindy.lawrence@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article.

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**



<b>GENERAL LIABILITY:</b>	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 LICENSEES	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

<b>AUTOMOBILE LIABILITY:</b>	In an amount acceptable to the City's Risk Manager
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	

## REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

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

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

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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



**Exhibit B - Proserve Concepts, Inc. Insurance**

PROSE-1

OP ID: BC

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/24/2019

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).

<b>PRODUCER</b> TCC Associates, Inc. PO Box 11975 Fort Lauderdale, FL 33339-1975 Thomas C Cundy, Jr. 954-565-1117	<b>CONTACT</b> Thomas C Cundy, Jr. NAME: PHONE (A/C, No, Ext): 954-565-1117 FAX (A/C, No): 954-565-1131 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co NAIC # 03759 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Proserve Concepts, Inc. c/o Eddie Sposa 814 SW 10th Street Ft. Lauderdale, FL 33315	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	3AA321091	01/28/2019	01/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					

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

Events - Excluding Injury to Athletic Participants  
Abuse and Molestation coverage included with limits of \$100,000 / \$200,000.  
City of Pompano Beach is included as an additional insured with respect to General Liability coverage per form MEGL0009 0516.

**CERTIFICATE HOLDER**

CITYPOM

City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

By John Mealer at 9:47 am, Jan 28, 2019

M MARIN INC  
4147 N DIXIE HWY  
FT LAUDERDALE, FL 33334

Named insured

PRO SERVE TENNIS ACADEMY  
LLC  
601 NE 42ND ST  
OAKLAND PARK, FL 33334

**PROGRESSIVE**  
COMMERCIAL

Policy number: 02834676-3

Underwritten by:  
Progressive Express Ins Company  
January 15, 2019  
Policy Period: Jan 12, 2019 - Jan 12, 2020  
Page 1 of 2

progressiveagent.com

Online Service

Make payments, check billing activity, print  
policy documents, or check the status of a  
claim.

1-954-537-9200

M MARIN INC

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is  
unavailable or to report a claim.

## Commercial Auto Insurance Coverage Summary

### This is your Renewal Declarations Page

Your coverage began on January 12, 2019 at 12:01 a.m. This policy expires on January 12, 2020 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 1652FL (08/12), 4757FL (01/13), 1198 (01/04), 4852FL (10/04), 4881FL (01/13) and 2228 (01/11).

The named insured organization type is a corporation.

#### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,805
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	Rejected		
Basic Personal Injury Protection			198
With Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		33
<b>Subtotal policy premium</b>			<b>\$2,036</b>
Fees			40
<b>Total 12 month policy premium and fees</b>			<b>\$2,076</b>
Discount if paid in full			-347
<b>Total 12 month policy premium if paid in full</b>			<b>\$1,729</b>

#### Rated driver

1. CHARLES BOLENDER JR

#### Auto coverage schedule

1. 2012 Ford Econo/Club Wgn

VIN: 1FBSS3BL4CDA75538

Garaging Zip Code: 33334

Radius: 50

Liability Premium	Liability	PIP	Med Pay	Auto Total
	\$1,805	\$198	\$33	<b>\$2,036</b>

Policy number: 02834676-3  
PRO SERVE TENNIS ACADEMY  
Page 2 of 2

**Premium discounts**

Policy	
02834676-3	Business Experience
Vehicle	
2012 Ford Econo/Club Wgn	Anti-Lock Brakes and Air Bag

**Additional Insured information**

1. Additional Insured	PRO SERVE CONCEPTS INC 814 SW 10TH ST FT LAUDERDALE, FL 33315
2. Additional Insured	CITY OF POMPA BEACH 100 W ATLANTIC BLVD POMPA BEACH, FL 33060

**Agent signature****Company officers**

Secretary



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 1/25/2019

**EXPIRATION DATE:** 1/24/2021

**PERSON:** EDWARD V SPOSA

**EMAIL:** MISPOSA@COMCAST.NET

**FEIN:** 202352542

**BUSINESS NAME AND ADDRESS:**

PROSERVE CONCEPTS, INC.

**APPROVED**

*JTM*  
**By John Mealer at 9:51 am, Jan 28, 2019**

814 SW 10 STREET

FORT LAUDERDALE, FL 33315

**SCOPE OF BUSINESS OR TRADE:**

Athletic Sports or Park:  
Noncontact Sports

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**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.





City of Pompano Beach  
Parks, Recreation and Cultural Arts Department  
**WAIVER AND RELEASE**

STATE OF FLORIDA  
COUNTY OF BROWARD

**APPROVED**

By John Mealer at 9:52 am, Jan 28, 2019

ACTIVITY: TENNIS INSTRUCTION

BEFORE ME, this day, the undersigned authority, personally appeared \_\_\_\_\_ who first being duly sworn deposes and says:

1. CHRISTOPHE JEAN participating in TENNIS INSTRUCTION ("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPAÑO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the TENNIS INSTRUCTION involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature Christophe Jean Date 1/24/19 Print Name CHRISTOPHE JEAN



City of Pompano Beach  
Parks, Recreation and Cultural Arts Department  
**WAIVER AND RELEASE**

STATE OF FLORIDA  
COUNTY OF BROWARD

**APPROVED**

By John Mealer at 9:53 am, Jan 28, 2019

ACTIVITY: TENNIS INSTRUCTION

BEFORE ME, this day, the undersigned authority, personally appeared \_\_\_\_\_ who first being duly sworn deposes and says:

1. LARRY GOTTFRIED participating in TENNIS INSTRUCTION ("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPAÑO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the TENNIS INSTRUCTION involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Larry Gottfried  
Signature

1/27/19  
Date

LARRY GOTTFRIED  
Print Name





City of Pompano Beach  
Parks, Recreation and Cultural Arts Department  
**WAIVER AND RELEASE**

STATE OF FLORIDA  
COUNTY OF BROWARD

**APPROVED**

By John Mealer at 9:55 am, Jan 28, 2019

ACTIVITY: TENNIS INSTRUCTION

BEFORE ME, this day, the undersigned authority, personally appeared \_\_\_\_\_ who first being duly sworn deposes and says:

1. JOHN STEINMANN, participating in TENNIS INSTRUCTION ("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPANO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the TENNIS INSTRUCTION involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

John F Steinmann 1-23-19 JOHN F STEINMANN  
Signature Date Print Name



City of Pompano Beach  
Parks, Recreation and Cultural Arts Department  
**WAIVER AND RELEASE**

STATE OF FLORIDA  
COUNTY OF BROWARD

**APPROVED**

By John Mealer at 9:56 am, Jan 28, 2019

ACTIVITY: TENNIS INSTRUCTION

BEFORE ME, this day, the undersigned authority, personally appeared \_\_\_\_\_ who first being duly sworn deposes and says:

1. Dorothy Zerbst participating in TENNIS INSTRUCTION  
("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPAÑO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the TENNIS INSTRUCTION involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

[Signature]  
Signature

1/23/2019  
Date

Dorothy Zerbst  
Print Name



City of Pompano Beach  
Parks, Recreation and Cultural Arts Department

WAIVER AND

**APPROVED**

By John Mealer at 9:58 am, Jan 28, 2019

STATE OF FLORIDA  
COUNTY OF BROWARD

ACTIVITY: TENNIS INSTRUCTION

BEFORE ME, this day, the undersigned authority, personally appeared \_\_\_\_\_ who first being duly sworn deposes and says:

1. CHARLES BOLANDER participating in TENNIS INSTRUCTION ("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPAÑO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the TENNIS INSTRUCTION involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

CEP 1-23-19 CHARLES L. BOLANDER JR.  
Signature Date Print Name

## Exhibit C

### Accounting and Recordkeeping Procedures:

1. LICENSEE shall keep a true and accurate account of all monies received and spent attendant to LICENSEE activities under this agreement and agrees to make available locally at all reasonable times for CITY's examination and audit, all such financial records and supporting documentation. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters and financial/statistical records attendant to LICENSEE activities under this agreement.
2. LICENSEE shall preserve and make available locally at all reasonable times for City's inspection all financial records and supporting documentation attendant to LICENSEE activities for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, said records and documentation shall be retained until resolution of the audit finding.



## Exhibit D

### CITY OF POMPANO BEACH ADMINISTRATIVE POLICY

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<b>TITLE:</b>	Youth Program Background Screening Policy	<b>Number:</b>	500.06
		<b>Effective:</b>	3-10-04
		<b>Revised:</b>	8-27-07
		<b>Revised:</b>	7-23-08
		<b>Revised:</b>	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**

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<b>TITLE:</b>	<b>Youth Program Background Screening Policy</b>	<b>Number:</b>	<b>500.06</b>
		<b>Revised:</b>	<b>8-2-10</b>

---

>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**

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<b>TITLE:</b>	<b>Youth Program Background Screening Policy</b>	<b>Number:</b>	<b>500.06</b>
		<b>Revised:</b>	<b>8-2-10</b>

---

- (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

**Exhibit E**  
**RFP P38-18 Head Tennis Professional**



**Florida's Warmest Welcome**

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
P-38-18**

**Head Tennis Professional  
At  
Pompano Beach Tennis Center**

**RFP OPENING: October 3, 2018 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

## CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS  
P-38-18**HEAD TENNIS PROFESSIONAL  
POMPANO BEACH TENNIS CENTER**

The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as Head Tennis Professional for the Pompano Beach Tennis Center.

The City will receive sealed proposals until **2:00 p.m. (local), October 3, 2018**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum.

**Background Information:**

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

**Services Requested/Qualifications**

The Tennis Professional will perform, at a minimum, the following services:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner.
2. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Tennis Professional and previously approved by the Recreation Programs Administrator or designee. The Tennis Pro will have exclusive use, seven (7) days per week, of two courts for lessons.
3. Develop and Organize leagues, tournaments, socials, member relations, Jr camps including summer, spring break and winter camps and new memberships. Any activity that requires transportation as a component of the program will be the direct responsibility of the Tennis Professional.
4. Duties and responsibilities of the Tennis Professional are to provide full time, on-site management for the Tennis Center and all of its operations. Tennis Pro will be present a minimum of forty (40) hours per week, exclusive of tournaments. Tennis Pro will be "on call" during all times the Tennis Center is in operation. The Tennis Pro will not have any

other tennis related interests or activities without prior written approval from the Recreation Programs Administrator.

5. Tennis Professional, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY or State's Youth Programs Background Screening Policy which includes a completed and fully-executed Release on all such persons so that CITY, at the cost of Tennis Professional, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit Tennis Professional 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.

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

### **Submittal Format**

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

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

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

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

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

### **Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-112, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of



business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this RFP is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and

the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.

### **Selection/Evaluation Process**

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

The Committee will rank responses based upon the following criteria:

- |                                 |             |
|---------------------------------|-------------|
| 1. Qualification and Experience | 0-30 points |
| 2. Methodology and Approach     | 0-30 points |
| 3. Price/Fee Proposal           | 0-40 points |

### **Qualifications and Experience (Max 30 Points)**

- Proposer shall provide the following: A list of similar Programs shall be submitted with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program, the location of the program, and reason for termination of program, outcome of the program and estimated fees for these programs.
- Proposer shall include descriptions of certifications, training, licenses, etc.



- Proposer must possess a minimum of three years' experience as a Director of a tennis facility consisting of a minimum of 12 Har-Tru clay tennis courts.
- Proposer must provide documentation evidencing such experience.
- Proposer must be a USPTA Certified Professional.
- Proposer shall provide the number of other USPTA Certified Professional staff over the age of eighteen (18) and describe their responsibilities; and submit the credentials and training of other non-USPTA Certified Professional staff and describe their responsibilities.
- Proposer shall provide evidence of ability to obtain all appropriate licenses and permits.
- Proposer shall provide a maximum of three (3) references for similar work including name, address, telephone number and e-mail address for each.

### **Technical Approach and Methodology (Max 30 Points)**

A general overview of the firm or individual's approach should be submitted showing how the firm or individual will get the program started for the tennis center, operation of the Tennis Pro Shop, and how they will continue to build the program. In addition, the projected costs to the public for the following program elements shall be included in the Proposal:

- Private lessons per hour
- Group lessons per person per hour
- Clinics per person per session
- Camps per person per session
- League participation (per season) per person per division

### **Price/Fees to Perform Services (Max 40 Points)**

- Proposer shall provide a breakdown of costs for managing the Tennis Center (including operating the tennis pro shop).
- Proposer shall provide proposed fees, if any, to be paid back to the City.

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on the combined scoring totals of each company.

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

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

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

**Contract Award**

It is the intent of the City to issue a contract for the position described herein for a term of five (5) years with two (2) one (1) year renewal options.

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

**Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you 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.

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.

1. 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.

## 2. Liability Insurance

- a. 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.
- b. 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 \$200,000 Per Occurrence and  
\$300,000 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 \$1,000,000 Per Occurrence and Aggregate

#### AUTOMOBILE LIABILITY:

Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
— owned
— hired
— non-owned

#### REAL & PERSONAL PROPERTY

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

Per Occurrence Aggregate

— other than umbrella	bodily injury and property damage	\$1,000,000	\$1,000,000
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combined

<b>PROFESSIONAL LIABILITY</b>		<b>Per Occurrence</b>	<b>Aggregate</b>
XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions 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.
3. 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.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. 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.
6. 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.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**Governing Law**

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

**Conflict of Interest**

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

**Drug Free Workplace**

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

**Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**Patent Fees, Royalties, and Licenses**

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

**Familiarity With Laws**

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

**Withdrawal of Proposals**

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

**Questions and Communication**

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

**Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

**Contact Information**

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



**REQUEST FOR PROPOSALS P-38-18*****PROPOSAL SIGNATURE PAGE***

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**REQUEST FOR PROPOSALS P-38-18**

***PROPOSAL PRICING PAGE***

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

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

-- and --

Percentage of Gross Annual Income \$ \_\_\_\_\_

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

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Describe payment schedule proposed for Percentage of Gross Income:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

***RFP*** \_\_\_\_\_, \_\_\_\_\_  
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

\_\_\_\_\_

**Exhibit – Contractor Performance Report**

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

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_

2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_

3. Bid# & or P.O.#: \_\_\_\_\_

4. Contractor Name: \_\_\_\_\_

5. City Department: \_\_\_\_\_

6. Project Manager: \_\_\_\_\_

7. Scope of Work (Service Deliverables): \_\_\_\_\_

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**Exhibit – Contractor Performance Report**

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>		<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Comments, corrective actions etc., use additional page if necessary:

[illegible]

**City of Pompano Beach Florida** JE1  
**Local Business Subcontractor Utilization Report**

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

**I certify that the above information is true to the best of my knowledge.**

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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**Local Business Subcontractor Utilization Report Instructions**

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.



**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM**

Solicitation # & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual	_____ a corporation
_____ a partnership	_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: \_\_\_\_\_

_____ (Date)	_____ (Name of Local Business Contractor)
	_____ (address)
	_____ (address City, State Zip Code)
	BY: _____ (Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # \_\_\_\_\_

I, \_\_\_\_\_  
 (Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, I invited the following LOCAL BUSINESS(s) to bid work  
 (Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- \_\_\_\_\_ Did not bid in response to the invitation
- \_\_\_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

**LOCAL BUSINESS EXHIBIT "D"**  
**GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION**

RFP # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

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2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

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3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

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7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

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**LOCAL BUSINESS EXHIBIT "D"**

Bidder Company Name \_\_\_\_\_

**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: \_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_

2. Name and address of customer: \_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_

3. Name and address of customer: \_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_



LOCAL BUSINESS EXHIBIT "A"  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: \_\_\_\_\_ Prime Contractor's Name: \_\_\_\_\_

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number\_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to sell commodities or perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☐ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address City, State Zip Code)

BY: \_\_\_\_\_  
(Name)

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

\_\_\_\_\_ Did not bid in response to the invitation  
\_\_\_\_\_ Submitted a bid which was not the low responsible bid  
\_\_\_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

**LOCAL BUSINESS EXHIBIT "D"**  
**GOOD FAITH EFFORT REPORT**  
**LOCAL BUSINESS PARTICIPATION**

BID # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

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2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

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3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

---

---

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D" – Page 2

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**Exhibit E - Supplier Response****Florida's Warmest Welcome****P-38-18****Supplier Response  
Pro Serve Concepts, inc.****Event Information**

Number: P-38-18  
Title: HEAD TENNIS PROFESSIONAL  
Type: Request for Proposals  
Issue Date: 8/18/2018  
Deadline: 10/3/2018 02:00 PM (ET)  
Notes: The City of Pompano Beach, Florida invites qualified individuals to submit Proposals, detailing their qualifications and experience for consideration to provide services as Head Tennis Professional for the Pompano Beach Tennis Center.

The City will receive sealed proposals until 2:00 p.m. (local), October 3, 2018. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.lonwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

**Pro Serve Concepts, inc. Information**

Contact: Edward Sposa  
Address: 814 SW 10 Street  
Fort Lauderdale, FL 33315

Phone: (954) 629-3946  
Email: Misposa@comcast.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Edward Sposa  
Signature

Misposa@comcast.net  
Email

Submitted at 10/2/2018 12:20:15 PM

## Response Attachments

### Edward Sposa -Pro Serve Concepts cover letter.pdf

Cover letter

### Edward Sposa -Pro Serve Concepts resume.pdf

Resume

### Edward Sposa Qualifications\_Of\_Bidders\_Form.pdf

Qualifications of bidders

### img085.jpg

Proposal signature page

### img084.jpg

Proposal pricing page

### img086.jpg

Proposer information page

### Edward Sposa Proposal-Technical Approach and Methodology.pdf

Technical approach and methodology

### img087.jpg

Local business exhibit "C"

### img088.jpg

Local business exhibit "D"

## Bid Attributes

### Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)

Yes ☐



**2 Conflict of Interest**

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

**3 Drug-Free Workplace**

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

**4 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)**

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

**6 Local Business Participation Percentage**

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

# Edward V. Sposa – Pro Serve Concepts, Inc.

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814 SW 10 Street, Fort Lauderdale, FL 33315  
954-629-3946 Misposa@comcast.net

October 1, 2018

Ms. Jill Press  
Purchasing  
1190 NE 3 Avenue  
Building C  
Pompano Beach, FL  
33060

Dear Ms. Press,

I would like to take this time and introduce myself. My name is Edward Sposa, president of Pro Serve Concepts, Inc. I currently have the contract with the City of Pompano Beach to manage the tennis operation at the Pompano Beach Tennis Center. I am responding to the RFP Bid Proposal for the P-38-18 (HEAD TENNIS PROFESSIONAL) position.

Attached for your reference is my resume as well as any other pertinent information needed.

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

Sincerely yours,

Edward Sposa – Pro Serve Concepts, Inc.  
814 SW 10 Street  
Fort Lauderdale, FL 33315  
954-629-3946  
Misposa@comcast.net

# Edward V. Sposa – Pro Serve Concepts, Inc.

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814 SW 10 Street, Fort Lauderdale, FL 33315  
954-629-3946 Misposa@comcast.net

## Objective

To continue my tenure as the Director of Tennis at the Pompano Beach Tennis Center where I have had great success and growth over the past eight years.

## Experience

November, 2010 to Present

### **Director of Tennis at the Pompano Beach Tennis Center, Pompano Beach, FL**

Oversee the daily operations of the tennis center which includes, all tennis lessons, clinics, team practices, group lessons, facility and court maintenance, and pro shop inventory. I oversee my direct tennis staff of 7 professionals in all tennis related activities.

October, 2004 to October, 2010

### **Director of Tennis at the Hagen Park Tennis Center, Wilton Manors, FL**

Responsibilities included private and group tennis lessons, organization of youth and adult tennis activities which included clinics, socials, camps, and after school programs. I was the director of the Tennis/Sports Camp with over 500 attendees. I coached and trained the ladies in their Iola McCoy and Broward Leagues.

May, 1998 to September, 2004

### **Head Tennis Professional at Cardinal Gibbons High School, Fort Lauderdale, FL**

Held private and group tennis lessons, Organized adult and youth USTA Sanctioned Tennis Tournaments, ran fund raising events for the school, coached internationally and nationally ranked boys and girls.

May, 1992 to April, 1998

### **Head Tennis Professional at Hagen Park Tennis Center, Fort Lauderdale, FL**

Instructed private and group lessons, implemented many programs the City of Fort Lauderdale still use today, Men's Night, Mixed Doubles Night, Tennis/Sports Camp, and the After School Program from students from Bayview Elementary.

## Education

Broward Community College  
1979-1980 - Business Major

Saint Leo University, St. Leo, FL  
1978-1979 – Business Major

Piper High School, Sunrise, FL  
1974-1978



## Skills & Abilities Management

I currently manage a staff of seven (7) certified tennis professional on staff at PBTC. I am pleased to say the turnover rate of my staff is minimal due to pleasant work environment and fun atmosphere we stress at the center. I let my staff be creative with their approach to teaching which in turn makes our lessons and clinics the most popular around. I handle my own management of our web site and send out quarterly updates about PBTC to over 2,800 email subscribers.

## Tennis Accomplishments

- President of Pro Serve Concepts, Inc. a tennis management company since 2009.
- USPTA member in good standing for 40 years.  
Member # 12459
- Member of the USTA in good standing since 1976. Member # 2010000311
- Played collegiate tennis at St Leo's and Broward Community College.
- Ranked in Florida as a junior and adult player
- Coached at both St. Thomas Aquinas and Cardinal Gibbons High Schools to state championships in 1994 and 2004.
- Named "Miami Herald" Coach of the Year in 2003.
- Named "Florida Dairy Farmers" Coach of the Year in 2004.

## Personal

Born and raised in Tenafly, NJ. Moved to Florida in 1974. Grew up playing tennis in South Florida. Married for 33 years to my beautiful wife Christine, we have two sons, Jimmy 32 and Nick 24. We also have three rescue dogs, Betty, Gia, and Henry. My hobbies include growing orchids and tending to my salt water reef tank.

Bidder Company Name Pro Serve Concepts, Inc.**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: BBI International School, 1735 E. Atlantic Blvd. Pompano Beach, FL 33060

Contact person name, telephone number and email address: Julia Mussella and Luchiano Mussella - 954-946-2229/954-330-3919 bbiintoffice@gmail.com

Description of services provided and date(s) of service: We currently offer a weekly tennis clinic to the students of BBI at PBTC. This is our third year offering this program to BBI International.

2. Name and address of customer: 10-S Tennis Supply, 1400 NW 13 Ave., Pompano Beach, FL 33069

Contact person name, telephone number and email address: Todd Dettor, Trimmer Dettor, Rich Buerkle 1-800-247-3907 rich@10-s.com

Description of services provided and date(s) of service: I have known and dealt with 10-S Supply and Fast Dry corp. for over 30 years. All my tennis supplies, balls, equipment, teaching aids, etc. are bought from this local Pompano Beach company. The Dettor families also play tennis out of PBTC.

3. Name and address of customer: Arete Athletics, Inc. 360 SE 6th Terr., Pompano Beach, FL 33060

Contact person name, telephone number and email address: Randy Kenyon 561-436-5285 rkenyon@search5staff.com.

Description of services provided and date(s) of service: I have known Randy and Kerri Lynn Kenyon for eight years both as students and a sub contractor. Randy is currently a certified tennis professional.

**REQUEST FOR PROPOSALS P-38-18****PROPOSAL SIGNATURE PAGE**

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) EDWARD SPOSA Title PRESIDENT

Company (Legal Registered) PRO SERVE CONCEPTS, INC.

Federal Tax Identification Number 20-2352542

Address 814 SW 10<sup>TH</sup> ST.

City/State/Zip FORT LAUDERDALE, FL 33315

Telephone No. 954-629-3946 Fax No. -

Signature  Date 10/1/18



**REQUEST FOR PROPOSALS P-38-18****PROPOSAL PRICING PAGE**

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

Minimum Fee to be Paid to City Per Year \$ 70,000.00

-- and --

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

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

Based on the current estimate of adult and junior lessons, clinics, camps, group lessons, tournaments, and activities,

Pro Serve Concepts, Inc. guarantees a minimum remitted to the City of \$5,833.33 per month, or \$70,000.00 per year.

Describe payment schedule proposed for Percentage of Gross Income:

The payment schedule would be on a bi-monthly basis. The following is the proposed percentage of gross:

80/20% of all adult and junior private and group lessons, adult clinics, adult liveball, adult socials, adult team practices,

and adult tournaments, junior after school programs, junior clinics, junior camps, junior tournaments, and

junior academies. A monthly fee would be negotiated in terms of renting the pro shop for merchandise sales.

The city retains 100% of all fees collected for daily court fees and yearly memberships.

Signature Edward V. Sposa Digitally signed by Edward V. Sposa  
Date: 2018.10.01 21:43:51 -04'00' Date 10/1/2018

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP P-38-18 HEAD TENNIS PROFESSIONAL  
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) EDWARD SPOSA Title PRESIDENT  
Company (Legal Registered) PRO SERVICE CONCEPTS, INC.  
Federal Tax Identification Number 20-7352542  
Address 814 SW 10<sup>TH</sup> ST.  
City/State/Zip FORT LAUDERDALE, FL 33315  
Telephone No. 954-629-3946 Fax No. -  
Email Address MISPOSA@COMCAST.NET



## Technical Approach and Methodology

**Private Lessons:** Currently at PBTC we charge \$60.00 per hour for an adult or junior private lesson and \$35.00 for a half hour. When I started as Director of Tennis back in November of 2010 the rates were at \$50.00 for an hour and \$28.00 per half hour. I implemented a \$5.00 increase to \$55.00 in 2014 and then to the current \$60.00 in 2016. These rates are consistent with local tennis municipalities.

**Group Lessons:** Our current rates are \$60.00 for an hour and \$90.00 for an 1 ½ hr. For example, if 3 people split an hour group lesson then they pay \$20.00 per person.

**Clinics:** We currently run 10 very active adult clinics and 7 junior clinics weekly. Below is the pricing:

Adult Liveball Clinics (1 ½ hrs.) - \$20.00 per person

Adult Instructional Clinics (1 ½ hrs.) - \$20.00 per person

Adult Drill and Play Clinics (1 ½ hrs.) - \$20.00 per person

Pee Wee (ages 4 to 6yrs – 1 hr.) - \$13.00 per class with a monthly commitment

PBTC Junior Academy – (ages 7 and up – 1 ½ hrs.) - \$18.00 per class with a monthly commitment.

Christophe Jean's Junior Academy – (tournament players – 2hrs.) - \$30.00 per class.

**Camps:** Since my start back in 2010 we have run junior camps at every school break, which is 2 weeks at Christmas break, 2 weeks at Spring/Easter break, and 10 weeks during the summer break. My pricing is as follows:

1 week full day (8:00 am until 5:00 pm) - \$225.00 per week

1 week half day (8:00 am until 12:30 pm) - \$150.00 per week

We offer daily rates at \$60.00 for full day and \$45.00 for half days. And we also offer an early drop (7:30 am) and late pickup (6:00 pm) for an additional \$25.00 per week.

**League participation:** When I started in 2010 there were 3 teams playing out of PBTC, today we are up to 9 teams. I also implemented a policy where all team players need to be PBTC members. This was to help build the membership base. The current membership rates are \$300.00 for a single resident and \$480.00 for a single non-resident.

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # P-38-18

I, EDWARD SPOSA  
 (Name and Title)

of PRO SERVE CONCEPTS, INC. certify that on the 1 day of

OCTOBER 2018, I invited the following LOCAL BUSINESS(es) to bid work  
 (Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>PRO SERVE CONCEPTS, INC IS CURRENTLY</u> <u>THE SUB CONTRACTED TENNIS COMPANY THAT</u> <u>RUNS THE DAILY TENNIS OPERATIONS FOR THE</u> <u>CITY. THE CITY CONTRACTS COMPANIES FOR</u> <u>EVERYTHING BUT THE DAILY TEACHING OF</u> <u>TENNIS, IE. SUPPLIES, FURNITURE, OTHER SUPPLIES, ETC.</u>		

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☐ Other: \_\_\_\_\_

Name and Title: EDWARD SPOSA, PRESIDENT

Date: 10/1/18

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

RFP # P-3818

PRO SERVE CONCEPTS, INC BUYS ALL TENNIS TEACHING EQUIPMENT, PRACTICE TENNIS BALL, RACETS, HOPPERS, ETC FROM 10-S SUPPLY LOCATED IN POMPANO BEACH, FL. MONAGRAMS PLUS FOR CAMPER SHIRTS

10-S SUPPLY IN POMANO BEACH IS THE ONLY  
COMPANY LOCALLY THAT SELLS TENNIS TEACHING  
SUPPLIES. WE USE MONAGRAM PLUS IN POMANO  
BEACH FOR ALL OUR CAMP SHIRTS.

       Yes   2   No

       Yes   *l*   No

AS STATED, 10-S SUPPLY IS THE ONLY LOCAL COMPANY THAT SELLS TENNIS TEACHING SUPPLIES

<u>10-S SUPPLY</u>	\$ <u>5,000.00</u>
<u>MAJGRAMS PLUS</u>	\$ <u>1,000.00</u>
	\$

8. Other comments: \_\_\_\_\_