

ORDINANCE NO. 2016- 60

**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 OFFERDAHL'S HAND-OFF FOUNDATION, INC. FOR THE GRIDIRON GRILL-OFF FOOD AND WINE FESTIVAL; 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 a License Agreement between the City of Pompano Beach and Offerdahl's Hand-Off Foundation, 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 26th day of April, 2016.

**PASSED SECOND READING** this 10th day of May, 2016.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

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

4/4/16  
L:ord/2016-151f

Orig. 12

# **City of Pompano Beach**

## **LICENSE AGREEMENT**

**with**

**Offerdahl's Hand-Off Foundation, Inc.**

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THIS AGREEMENT ("Agreement"), entered into this 10<sup>th</sup> day of May, 2016, by and between:

**CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation of the State of Florida, having its principal office located at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**OFFERDAHL'S HAND-OFF FOUNDATION, INC.**, a Florida not for profit corporation, with a principal address of 2749 NE 37<sup>th</sup> Drive, Fort Lauderdale, Florida 33308, hereinafter referred to as "LICENSEE."

**WHEREAS**, LICENSEE is desirous of conducting the annual Gridiron Grill-Off Food and Wine Festival (the "Festival") for the next three (3) years at the CITY's Amphitheater, Community Park and the Emma Lou Olson Civic Center (collectively the "Properties");

**WHEREAS**, the Festival is a charitable event that features a Grill-Off competition with Miami Dolphins legends and celebrity chefs from South Florida's finest restaurants, food and beverage concessions, a corn hole Festival, live music, a VIP area and other related activities;

**WHEREAS**, 100% of the proceeds from the Festival benefits Offerdahl's Hand-Off Foundation and its mission to "Feed the Needs of Kids in Crisis" through sustaining partnerships between business, government and faith-based agencies;

**WHEREAS**, CITY has determined that entering into this Agreement with LICENSEE to provide a Festival at the Properties 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 Offerdahl's Hand-Off Foundation, Inc.** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. Offerdahl's Hand-Off Foundation, Inc. is a Florida not 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 Offerdahl's Hand-Off Foundation, Inc. is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

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

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

6. 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 shall extend over a three (3) year period. Each annual Festival shall take place on a mutually agreed upon weekend in November from Thursday at 7:00 a.m. to Sunday at 11 p.m. with specific annual dates to be agreed upon between the parties a minimum of ten (10) months prior to each Festival except that the date for the 2016 Festival shall be mutually agreed upon as expeditiously as possible upon the full execution of this Agreement. The date for each Festival shall be set so as not to interfere with previously planned events at or near the Properties. The parties reserve the right to extend this Agreement for an additional three (3) year term provided both parties agree in writing to said extension. Renegotiation shall commence at least 180 days prior to termination of the original three (3) year term.

If circumstances beyond the control of either party, such as those set forth in Article 21 herein, prevent or delay either party from timely performance of their obligations hereunder, both parties agree to cooperatively work together towards scheduling a reasonable alternative date.

**ARTICLE 4**  
**ACCOUNTING AND RECORDKEEPING PROCEDURES**

A. 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 1 attached hereto and made a part hereof.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s). However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

C. If Florida public records law is determined by CITY to be applicable to the records of LICENSEE, its subcontractors, vendors and other agents hereunder, they shall comply with all requirements thereof; however, they shall violate no confidentiality or non-disclosure requirement by either federal or state law. LICENSEE shall, by written contract, require its subcontractors, vendors or other agents to agree to the requirements and obligations of this Article.

**ARTICLE 5**  
**RESPONSIBILITIES OF LICENSEE**

A. Duty of Licensee to Provide Site Plan and Other Items. Not less than thirty (30) days prior to the commencement of each annual Festival, LICENSEE shall provide the following documentation for CITY's review and approval:

1. A proposed final Site Plan depicting the location of all booths, stages, display areas, port-o-lets, etc.;
2. A description of all activities and events to occur on the Properties during each Festival and a Schedule for same;
3. A copy of all service contracts signed by LICENSEE;
4. The home and business phone numbers of LICENSEE's corporate officers;
5. A Maintenance of Traffic Plan as further described in this Article; and
6. Any other information or documentation required by the CITY.

The final detailed Site Plan and Schedule shall detail the location of all booths, tents, stages, display areas, port-o-lets, etc., the times when such will be constructed and dismantled, and require the approval of the CITY's Contract Administrator and other reviewing CITY

departments authorized to require LICENSEE to make revisions to same. LICENSEE shall revise the Site Plan and Schedule as requested by CITY and be required to re-submit same to CITY for its review and written approval.

B. City Booth. The CITY shall be provided at no charge a standard sized booth in the main vendor tent or location for CITY's own use.

C. Clean up of Properties. LICENSEE shall be responsible for clean-up of the Properties, including dismantling, clean up and removal of any booths, tents, supplies, equipment, stages, display areas, port-o-lets, and any other temporary facility.

D. LICENSEE Responsible for all Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Festivals. 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 Festivals. LICENSEE represents and warrants that prior to each annual Festival, LICENSEE shall have secured all necessary performing rights and licenses. In addition, LICENSEE shall ensure that all performance payments required to be made under such licenses are made promptly and appropriately paid. CITY shall have no responsibilities to any performing rights licensing organization for any performances during the Festival.

E. Concession Rights. During the Festival(s) and to the extent permitted by law and CITY Code, LICENSEE shall have exclusive concessionaire rights on the Properties and agrees to comply with the CITY's Policy for the Distribution and Consumption of Alcohol attached as Exhibit 2.

F. Required Licenses and Permits. A minimum of three (3) business days prior to set up of each annual Festival, LICENSEE, at its own expense, shall obtain and provide CITY a copy of all licenses and permits required for Festival activities by the State of Florida, Broward County, and the CITY. In particular, 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.

G. Compliance With all Laws. In the conduct of its activities under this 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 with respect to all ramping. Ignorance on LICENSEE's part shall in no way relieve LICENSEE from this responsibility.

H. 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 Festivals. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Properties which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or the Properties.

I. Waste Recyclables and Recycling. LICENSEE agrees to utilize its best efforts to keep the Properties clean and recycle materials in the receptacles provided by CITY for this purpose.

J. Maintenance of Traffic Plan (“MOT Plan”). Not less than sixty (60) days prior to the set-up of each Festival, LICENSEE shall provide CITY a preliminary construction and traffic flow schedule which includes detailed information regarding opening and closing times for all streets or lanes and the use of variable message signs. LICENSEE shall provide a final MOT Plan for CITY’s review and written approval no later than thirty (30) days prior to the opening day of each Festival. No additional street or lane closures shall be permitted unless included in the MOT Plan and approved in writing by the CITY’s Contract Administrator.

K. Notification to Surrounding Businesses. A minimum of four (4) weeks prior to set up for each annual Festival, LICENSEE shall provide all residences and businesses located within one half mile of the Properties, notice of the dates, times and location of Festival activities as further detailed in Exhibit 6. However, if the approved MOT Plan recommends road closures, LICENSEE shall provide those real properties affected by the closures written notice of same and also provide the CITY’s Contract Administrator copies of said notices.

L. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE’s provision of services or goods under this Agreement.

M. LICENSEE is responsible for hiring and managing its own employees, 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.

N. 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.

O. LICENSEE shall be responsible to ensure that all its employees, other agents or representatives are suitable in terms of general character, knowledge, ability, manner and conduct.

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

Q. LICENSEE shall utilize the Properties 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 Properties to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

R. LICENSEE shall provide sponsor benefits for Festival Activities as detailed in Exhibit 3.

**ARTICLE 6  
RESPONSIBILITIES OF CITY**

A. CITY shall annually furnish the supplies, equipment, facilities and personnel listed in Exhibit 4 which shall change annually to comport with the CITY's current costs for salaries and other related expenditures. City shall determine the value of said services ninety (90) days prior to each Festival and timely provide LICENSEE copies of such information.

B. The CITY shall conduct a final inspection immediately prior to each annual Festival to ensure that the location of booths, port-o-lets, stages, etc. are in accordance with the CITY approved Site Plan.

C. CITY shall provide free parking for the Festival on the shaded areas depicted on Exhibit 5.

D. Waste Recyclables and Recycling. CITY agrees to provide sufficient waste receptacles and recycle bins to accommodate LICENSEE's responsibility to keep the Properties clean and also recycle materials resulting from Festival activities.

E. CITY shall be responsible for clean-up of the Properties and removal of all debris and trash during and after each Festival.

F. CITY shall be responsible to dismantle and remove any supplies, equipment or facilities CITY provides for each Festival (but not any items provided by LICENSEE).

G. CITY shall provide marketing support for Festival Activities as detailed in Exhibit 6.

**ARTICLE 7  
MISCELLANEOUS TERMS AND CONDITIONS**

A. License Fees. LICENSEE shall not pay a license fee, instead LICENSEE shall donate net income (gross receipts less expenses) to Offerdahl's Hand-Off Foundation, Inc., a qualified 501-3(c) charity. Gross receipts shall include all monies, the total amount of money, or equivalent of money received by LICENSEE at the Properties in exchange for goods or service covered by this Agreement except that sales tax or other such taxes, if any, levied directly upon the sale and remitted as such by LICENSEE shall not be included. CITY reserves the right to require the total amount of the net income be recalculated by a member of the Internal Audit Department or Parks, Recreation and Cultural Arts Department of the CITY at the end of each annual Festival. Any Business Tax license or permit required by the CITY or any other governmental agency shall be in addition to the license hereby granted and exempt from this paragraph.

B. Protection of Properties. A representative of the CITY and LICENSEE shall inspect and document the condition of the Properties prior to set up each year. LICENSEE shall take no action which would cause damage to the Properties and, in this regard, shall place all

booths, stages, vendors, port-o-lets, etc. in locations which will not cause damage to the landscaping, foliage or other part(s) of the Properties. No heavy equipment or motor vehicles shall be brought onto the Properties.

CITY expects the Properties to be restored to the same condition which existed prior to set up of each Festival. If the Properties 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. No Leasehold: Properties "As Is". LICENSEE and CITY intend this Agreement shall be a license and privilege and that no leasehold or other interest in the Properties is conferred upon the LICENSEE hereunder. LICENSEE takes the Properties in "as is" condition.

D. Articles Left on Premises. LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of Festival patrons or LICENSEE, its contractors, sub-contractors, representative or other agents, which is left on the Properties and that LICENSEE bears any and all risks of loss. Any article(s) remaining on the Properties at the conclusion of each Festival shall become the property of the CITY.

E. CITY's Right To Make Improvements, Modify the Properties 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 Properties, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

## **ARTICLE 8 INDEMNIFICATION OF CITY**

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY, its Mayor and Commissioners, employees and other agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities of any kind arising directly or indirectly out of or in connection with Festival activities whether same occurs or the cause arises on or away from the Properties or arises as a direct result of LICENSEE's officers, employees, agents, volunteers or contractors or other agents' negligence or misconduct under this Agreement. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other 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. LICENSEE acknowledges and agrees that the CITY would not enter into this Agreement without this indemnification of CITY by LICENSEE. The parties agree that one percent (1%) of the total in-kind services provided by CITY hereunder shall constitute specific consideration to LICENSEE for the indemnification provided under this Article. These provisions shall survive expiration or early termination of this Agreement.

C. For Professional Liability claims, CONTRACTOR agrees this indemnification and hold harmless subsection shall survive the termination or expiration of this Agreement for a period of four (4) years, unless sooner terminated by the applicable statute of limitations. For General Liability claims, Contractor agrees this indemnification and hold harmless subsection shall survive the termination or expiration of this Agreement for a period of two (2) years, unless sooner terminated by the applicable statute of limitations.

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

E. The indemnification provisions of this Article shall survive the termination of this License Agreement.

## **ARTICLE 9 INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 7 attached hereto and made a part hereof 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.

## **ARTICLE 10 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 11 DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to

reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other in accordance with Article 15 herein.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either 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 12 TERMINATION**

A. Either party may terminate this Agreement, in whole or in part, with cause upon a minimum of 180 days advance written notice to the other in accordance with Article 15 herein.

B. Should either party fail to perform any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice of such failure or deficiency, the non-defaulting party may elect to follow the Default and Dispute Resolution procedures set forth in Article 11 herein or terminate this Agreement upon forty-five (45) days written notice to the other.

C. The foregoing rights of termination are in addition to any other rights and remedies that either party may have.

## **ARTICLE 13 NO DISCRIMINATION**

During the performance of this Agreement, LICENSEE agrees not to discriminate against its or CITY's employees, contractors, subcontractors, or patrons of the Festival, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

**ARTICLE 14  
PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 15  
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  
[dennis.beach@copbfl.com](mailto:dennis.beach@copbfl.com)  
954-786-4191 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)  
954-786-4034 office  
954-786-4113 fax

**For LICENSEE:**

John Offerdahl  
2749 NE 37<sup>th</sup> Drive  
Fort Lauderdale, Florida 33308  
[joffer@offerdahls.com](mailto:joffer@offerdahls.com)  
954 372 3530 office  
954 725 4070 fax

**ARTICLE 16  
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 agree that the proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in state and federal courts of competent jurisdiction in Broward County, Florida. To encourage prompt and equitable resolution of any disputes, the parties agree to attempt to mediate or arbitrate their differences prior to instituting any formal litigation.

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 17  
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. Johnny Williams shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 18  
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 19  
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 20  
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 21 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 22 RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

## **ARTICLE 23 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 24 APPROVALS**

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

## **ARTICLE 25 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 26  
BINDING EFFECT**

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

**ARTICLE 27  
NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 28  
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

**CITY OF POMPANO BEACH**

Sandra M. Monaway

By: [Signature]  
LAMAR FISHER, MAYOR

Shelby R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, 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 16<sup>th</sup> day of May, 2016, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** 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  
Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"LICENSEE"

**OFFERDAHL'S HAND-OFF FOUNDATION, INC.**, a Florida nonprofit corporation

Witnesses:

[Signature]

Jonathan Nasser

Print Name

[Signature]

SCOTT R MOORE

Print Name

By:

[Signature]

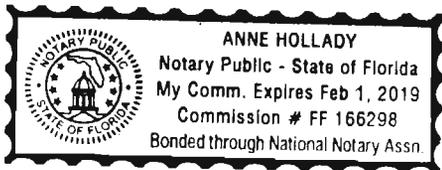
JOHN OFFERDAHL, President

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of April, 2016, by **JOHN OFFERDAHL** as a Director of OFFERDAHL'S HAND-OFF FOUNDATION, INC., a Florida not for profit 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)

FF 166298  
Commission Number

## Exhibit 1

### Accounting and Recordkeeping Procedures:

1. LICENSEE shall keep a true and accurate account of all monies received and spent through the operation of their Gridiron Grill-Off Food, Wine and Tailgate Festival event and the manner in which the funds were spent; and further agree to give the CITY access at all reasonable times to all books and/or records.
2. LICENSEE shall preserve and make available locally all financial records, supporting documents, (including federal tax returns and state sales tax returns) pertinent to this Agreement 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, the records shall be retained until resolution of audit finding.
3. LICENSEE will submit a report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of each annual event. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. CITY's agents shall have the right to examine and audit LICENSEE books and records during business hours.
4. In addition to the annual report of event sales and expenses as above, a copy of LICENSEE's annual report submitted to the State of Florida Corporate Records office shall be sent to the CITY thirty (30) days prior to the set up date of each annual event. Also a copy of the corporation's financial statement submitted to the Internal Revenue Service shall also be sent to the CITY with the annual report of sales, concession expenses and use of funds required by the License Agreement as defined above.
5. Records shall include but not be limited to, all business records, bookkeeping and accounting records, receipts, invoices, bank statements, supporting documents, and/or financial and statistical records; federal/state tax returns, attendance logs or rosters that are pertinent to this Agreement.

## Exhibit 2

### City of Pompano Beach ("City") Policy For Distribution and Consumption of Alcoholic Beverages on City Properties

The distribution and consumption of sale of beer, wine and spirits (collectively "alcohol") shall be allowed on City Properties subject to the following rules and procedures.

1. The distribution of alcohol shall be prohibited on City Properties during any activity intended for children under age 21.
2. Only alcohol distributed by Licensee's approved vendors may be allowed or consumed on City Properties; no outside alcohol shall be allowed.
3. All Licensee's vendors authorized to provide alcohol on City Properties shall be required to indemnify and hold harmless the City, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of alcohol sales or consumption. Proof of insurance acceptable to the City's Risk Manager shall be required to satisfy this indemnification obligation prior to any alcohol sales taking place.
4. Prior to any taking place on City Properties, all Licensee's approved vendors authorized shall have received written approval from the City's Risk Manager that their Certificate of Liability Insurance includes the requisite coverage for alcohol sales.
5. Police or security officers shall be authorized to prohibit the distribution or consumption of alcohol to any person that appears intoxicated. Police or security officers are also authorized to order persons that appear intoxicated to immediately leave the City Properties.
6. Persons serving alcohol shall be at least 21 years old, properly trained in such service, and not be allowed to consume alcohol immediately before, during, or following an event or activity Circuit activity. Any server violating this policy shall be immediately ordered to leave the City Properties by Licensee, police or a security officer.
7. Servers shall be responsible to verify that persons attempting to purchase alcohol are of legal drinking age. Alcohol sales shall be denied to persons who are not able to provide photo identification evidencing proof of legal drinking age upon request. Servers shall be required to refuse to provide alcohol to any person who appears intoxicated.
8. Signs shall be posted at the concession areas on the City Properties which state that all persons must be of legal drinking age to receive and consume alcohol, that alcohol sales are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
9. The distribution of alcohol shall cease at least thirty (30) minutes before the official end of all activities and events on the City Properties. The cutoff of alcohol sales shall be determined according to the schedule of activities provided to City by Licensee which City has approved.

Exhibit 3  
Grid Iron Grill Off Food and Wine Festival  
Sponsor Benefits for Festival Activities

The City of Pompano shall receive benefits similar to those provided to a Prime Sponsor of The Grid Iron Grill Off Food and Wine Festival. Companies desiring to become a Prime Sponsor pay approximately \$20,000 for the following benefits, which shall be provided to the City of Pompano Beach:

Revenue Generation

The Grid Iron Grill Off Food and Wine Festival provides economic benefit to the City by hiring local vendors such as Classic Party Rentals (formerly known as Panache), Trinity Highway rentals, Ft. Lauderdale Ice, PCI concessions and by utilizing the Marriott Pompano Beach as the host hotel for the event increasing lodging, dining revenue.

Visibility

2015 media reach – The Grid Iron Grill Off Food and Wine Festival provides the City with tremendous exposure through a variety of media outlets and marketing channels. As the host venue/prime sponsor of the 2015 Grid Iron Grill Off Food and Wine Festival, the City was part of a comprehensive media & marketing campaign that generated in excess of \$975,000 in media value and over 168,000,000 impressions. Additionally, the City received exposure in Delta's Sky magazine promotion of the Grid Iron Grill Off Food and Wine Festival!

ON-SITE DISPLAY SPACE – as a prime sponsor the City receives on-site display space to promote (10 x 10). Additionally, the City receives exposure as part of over 35 corporate sponsor pre-event promotions created to generate exposure and ticket sales for the annual Grid Iron Grill Off Food and Wine Festival.

Logo & branding – as a prime sponsor of the event the City receives logo recognition in the following areas:

- Event main entrance signage
- Ten (10) 3 x 10 banner displayed around the event site
- Website – with link to city site from grill-off event site

Print media

The City logo is branded on the following pieces of Grid Iron Grill Off Food and Wine Festival collateral as part of the prime sponsorship:

- Flyers (15,000)
- One (1) 4-color full page ad in the official event program (3,000)
- Grid Iron Grill Off Food and Wine Festival press releases
- Editorial features in magazines (covers/calendar listings, etc)

Social media

The City receives significant exposure from the Grid Iron Grill Off Food and Wine Festival's comprehensive social media campaign via the following outlets:

- Facebook
- Instagram
- Twitter

Exhibit 4  
City's Estimated Expenses

Name of Event: Gridiron Grill Off Food and Wine Festival  
 Company/Organization: Offerdahl's Hand-Off Foundation  
 Representative: John Offerdahl  
 Address: 2749 NE 37 Drive, Fort Lauderdale, FL 33308

**Police Services**

| Day Security -    |          | # Workers | X | # Hours | X | Hourly Fee | Estimated Costs |
|-------------------|----------|-----------|---|---------|---|------------|-----------------|
| 9:00 am - 4:00 pm | Estimate | 1         | x | 7.0     |   | \$43.00    | \$301.00        |

| Day Security -                                 |          | # Workers | X | # Hours | X | Hourly Fee | Estimated Costs   |
|--|----------|-----------|---|---------|---|------------|-------------------|
| BSO (Site Commander)                           | Estimate | 1         | x | 7.0     |   | \$49.00    | \$343.00          |
| BSO (Traffic Supervisor)                       | Estimate | 1         | x | 7.0     |   | \$46.00    | \$322.00          |
| BSO (Traffic Deputy)                           | Estimate | 4         | x | 7.0     |   | \$43.00    | \$1,204.00        |
| BSO (Inner Security Supervisor)                | Estimate | 1         | x | 7.0     |   | \$46.00    | \$322.00          |
| Security Deputy (Traffic/Security at Entrance) | Estimate | 1         | x | 3.0     |   | \$43.00    | \$129.00          |
| BSO Deputy (Inner Security)                    | Estimate | 2         | x | 7.0     |   | \$43.00    | \$602.00          |
| BSO Deputy (Inner Security)                    | Estimate | 2         | x | 5.0     |   | \$43.00    | \$430.00          |
|  |          |           |   |         |   |            | <b>\$3,352.00</b> |

**Total: \$3,653.00**

| Fire Rescue        |          |  |  |  |  |  |            |
|--------------------|----------|--|--|--|--|--|------------|
| Incident Commander | Estimate |  |  |  |  |  |            |
| Inspector          | Estimate |  |  |  |  |  |            |
| Engine             | Estimate |  |  |  |  |  |            |
| Rescue             | Estimate |  |  |  |  |  | \$4,400.00 |

**Total: \$4,400.00**

**PARKS & RECREATION**

|                          |          |   |   |     |  |    |                 |
|--------------------------|----------|---|---|-----|--|----|-----------------|
| PR Recreation Manager    | Estimate | 1 | x | 5.5 |  | 28 | \$154.00        |
| PR Recreation Supervisor | Estimate | 1 | x | 8   |  | 24 | \$192.00        |
| PR Service Worker        | Estimate | 2 | x | 10  |  | 10 | \$200.00        |
|                          |          |   |   |     |  |    | <b>\$546.00</b> |

**EQUIPMENT RENTAL COSTS**

|                            |          |   |   |          |  |          |                    |
|----------------------------|----------|---|---|----------|--|----------|--------------------|
| Bleachers                  | Estimate |   |   |          |  |          | \$500.00           |
| Golf Carts                 | Estimate |   |   |          |  |          | \$1,000.00         |
| Bathroom supplies          | Estimate |   |   |          |  |          | \$500.00           |
| Tables/Chairs              | Estimate |   |   |          |  |          | \$1,000.00         |
| Showmobile                 | Estimate |   |   |          |  |          | \$1,657.50         |
| Barricades and Cones       | Estimate |   |   |          |  |          | \$250.00           |
| Bucket Truck               | Estimate |   |   |          |  |          | \$520.00           |
| Trash Cans and Trash Truck | Estimate |   |   |          |  |          | \$520.00           |
| Auditorium N/P             | Estimate | 1 | x | \$492.00 |  | \$492.00 | \$492.00           |
| East Banquet Room N/P      | Estimate | 1 | x | \$307.00 |  | \$307.00 | \$307.00           |
| West Banquet Room /P       | Estimate | 1 | x | \$307.00 |  | \$307.00 | \$307.00           |
| Kitchen N/P                | Estimate | 1 | x | \$50.00  |  | \$50.00  | \$50.00            |
| Meeting Room N/P           | Estimate | 1 | x | \$218.50 |  | \$218.50 | \$218.50           |
| Craft Room N/P             | Estimate | 1 | x | \$218.50 |  | \$218.50 | \$218.50           |
| Game Room N/P              | Estimate | 1 | x | \$218.50 |  | \$218.50 | \$218.50           |
| Plants & Greenery          | Estimate | 2 | x | \$250.00 |  | \$500.00 | \$500.00           |
| Light Trees for Parking    | Estimate | 6 | x |          |  |          | \$2,600.00         |
|                            |          |   |   |          |  |          | <b>\$10,859.00</b> |

**PUBLIC WORKS**

|                          |          |  |  |  |  |  |                    |
|--------------------------|----------|--|--|--|--|--|--------------------|
| Gators with staff        | Estimate |  |  |  |  |  | \$1,640.00         |
| Street Pole Banner Labor | Estimate |  |  |  |  |  | \$200.00           |
|                          |          |  |  |  |  |  | <b>\$1,840.00</b>  |
| <b>Total</b>             |          |  |  |  |  |  | <b>\$21,599.00</b> |



Exhibit 5  
Parking Map

## Exhibit 6

### Marketing Support for Festival

1. Four (4) 4' x 6' City banners that promote the Festival shall be displayed for six weeks prior to the start of each annual Festival. One banner promoting the Festival will be displayed when not in use for City Festivals. Licensee shall be responsible to design and print the banners in accordance with specifications provided by City, to pay all associated costs, and to deliver said banners to City one week prior to the start of each annual Festival. City, at its own cost, shall be responsible to timely install and remove the banners in the following locations: Atlantic/Cypress, US 1/10<sup>th</sup> Street, Community Park and at the Civic Center.
2. Licensee has the right to provide and display up to fifty street pole banners to promote the Festival which City agrees to timely install on its street poles in the following locations, at City's own costs, four weeks prior to the start of each annual Festival: U.S. 1 South and North of Atlantic Blvd and Atlantic Blvd. City agrees to timely remove said street pole banners after the Festival and to deliver them to Licensee.
3. The City agrees to annually provide Licensee with a half page back cover or inside cover advertisement for the Festival in the October issue of its Tradewinds publication and Licensee agrees to pay City for placement of the ad.
4. The City agrees to provide marketing, advertising and promotional support for the Festival via the following outlets for a period of no less than eight weeks prior to the start date of each annual Festival:
  - CITY Website
  - CITY Facebook page
  - CITY Twitter account
  - Press Release by media industry standard should be disseminated two to three weeks prior to an Festival.
  - Parks & Recreation upcoming Festivals calendar
  - Marquee (2): Skolnick Center and Civic Center
  - CITY Television Network:
  - PowerPoint slide promoting the Festival
  - A thirty second PSA promoting charitable beneficiaries of the Festival which Licensee shall produce and submit for approval to the City's Public Communications Director to ensure compliance with FCC guidelines for Government Access Television.
5. Licensee agrees to connect City with its Public Relations Firm prior to the start of each annual Festival so the parties can refine a schedule and strategy for the above described marketing activities.

## EXHIBIT 7

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

**Type of Insurance**

**Limits of Liability**

|   |  |  |
|---|--|--|
| <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                                |  |
| XX explosion & collapse hazard                    |  |  |
| XX 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                                |  |  |
| <br>  |  |  |
| ___ sexual abuse/molestation                      | Minimum \$1,000,000 Per Occurrence and Aggregate                 |  |
| XX liquor legal liability                         | Minimum \$1,000,000 Per Occurrence and Aggregate                 |  |

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**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and 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.

---

| <b>EXCESS LIABILITY</b> |  | Per Occurrence | Aggregate   |
|-------------------------|--|----------------|-------------|
| XX other than umbrella  | bodily injury and property damage combined | \$1,000,000    | \$1,000,000 |

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**PROFESSIONAL LIABILITY** Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

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(3) If Professional Liability insurance is required, Contractor 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. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

D. 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.

E. 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.