

# ***FIRST AMENDMENT***

***No. 12803***

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**THIS IS A FIRST AMENDMENT to the License Agreement No. 12250** 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

**FLORIDA CHAMPION FOOTBALL LEAGUE INC**, a Florida corporation, having its office and place of business at 713 MLK Blvd, #A, Pompano Beach, Florida 33060, hereinafter referred to as “LICENSEE”

**WHEREAS**, the parties entered into agreement No. 12250 to utilize athletic fields in various City parks to conduct a semi-pro adult football program on May 21, 2024, ("Original Agreement"), and approved by City Resolution No. 2024-123; and

**WHEREAS**, the CITY and LICENSEE have mutually agreed to extend the Original Agreement for one (1) additional one-year period and to replace 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 Original Agreement No. 12250 effective May 21, 2024, approved and adopted by Resolution No. 2024-123, a copy of which is 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 No. 12250 for one (1) additional one-year period, ending May 20, 2026 under the same terms and conditions.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns 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"**

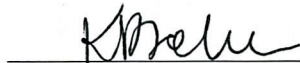
**Florida Champion Football League Inc**

Witnesses:



SCOTT R. MOORE

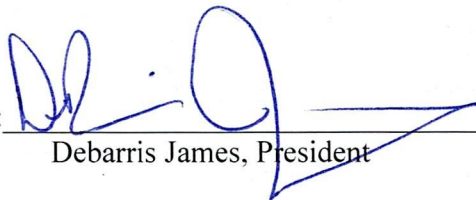
(Print or Type Name)



Kate Mulcahy

(Print or Type Name)

By:



Debarris James, President

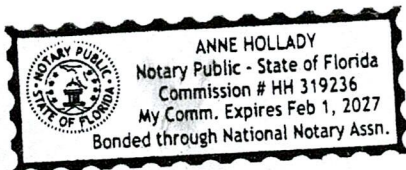
STATE OF FLORIDA

COUNTY OF

Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2025, by Debarris James as President of Florida Champion Football League Inc, a Florida corporation on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ 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  
Florida Champion Football League Inc

**A. Introduction/Background**

Florida Champions Football League Inc (“Licensee”) was introduced in 2016 in the City of Pompano Beach (“City”). Licensee has become a platform for as many as twenty-two (22) semi-pro football teams. It is currently the longest running semi-pro league in the state of Florida and has been recognized by the NFL as one of the elite twelve (12) leagues in the country.

**B. Objectives**

To plan, administer, coordinate and supervise the semi pro adult football league at the Athletic fields located in the City parks.

**C. Scope of Work**

Licensee shall plan, market and oversee the league. Licensee and the City will mutually agree upon an overall yearly football schedule after the execution of this Agreement. The overall yearly seasonal schedule will be completed on an annual basis.

The Licensee shall utilize athletic fields at one of the following parks: Ultimate Sports Park (1580 NW 3<sup>rd</sup> Ave), McNair Park (951 NW 27<sup>th</sup> Ave), Mitchell Moore Park (901 NW 10<sup>th</sup> St) or North Pompano Park (4400 NE 18<sup>th</sup> Ave). The scheduling of athletic field usage will be mutually agreed upon between the Licensee and the City. This will take place at least sixty (60) days prior to the beginning of each sport season.

The City will ensure that the local City semi-pro football team, Pompano Outlaws, will be able to practice, free of charge, at least five (5) times per week, Monday through Friday for a minimum of two (2) hours per day at one of the above approved athletic fields, based upon public usage and demand. Licensee and City will mutually agree upon the times prior to the start of the Program. Any additional requested days for field usage will be mutually agreed upon between Licensee and City and be at the cost of the Licensee.

**Summary Schedule of Tasks and Deliverables**

**Compensation -**

Licensee shall be responsible for field rental payment for any game, tournament and/or scrimmage during any day of the week. Each game shall cost a hundred and four dollars, and fifty cents (\$104.50) and must be paid before the game. Any additional costs for BSO/security or other City services shall be at the cost of the Licensee.

Any additional requested practice, that falls on a Saturday, Sunday, or City Holiday, Licensee shall be required to pay the Field Rental Fees.

Exhibit A  
Scope of Authorization  
Florida Champion Football League Inc

Cancellations for field rentals that falls outside of the timeframe listed above shall follow the cancellation policy.

**Trash and Clean-up of Permitted Area** – Licensee shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. Licensee shall further be responsible for dismantling and removing all supplies and equipment. No items shall be stored on site.

**Banners/Signage** – City will allow Licensee to temporarily hang banners at venues during games only. All banners and signage must be removed at the conclusion of the final game that same day.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2025

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> JAL Insurance Services 1719 E. Commercial Blvd.  Fort Lauderdale FL 33334		<b>CONTACT NAME:</b> John Lombardo <b>PHONE (A/C, No, Ext):</b> (954) 958-0878 <b>FAX (A/C, No):</b> (954) 958-0873 <b>E-MAIL ADDRESS:</b> jlombardo@jalinsurance.com	
<b>INSURED</b> Florida Champion Football League  300 Delaware Ave Ft Lauderdale FL 33312		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: COVINGTON SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 13027	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VBA048203	03/24/2025	02/24/2026	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 - COMPOP AGG \$ 2,000,000	
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$


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

Additional Insured: City of Pompano Beach

Team: Pompano Beach Outlaws

**APPROVED** *Brittney Dixon*  
By Brittney Dixon at 11:03 am, May 01, 2025

**CERTIFICATE HOLDER****CANCELLATION**

City Of Pompano Beach  100 West Atlantic Blvd Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Thank you for insuring with us! Here are your identification cards for proof of insurance.

<b>Direct</b> <small>AUTO INSURANCE</small>			<b>KEEP THIS CARD IN YOUR MOTOR VEHICLE</b>  Report all accidents immediately to: Direct Auto Insurance  Toll free at: 800-403-1077     <b>Misrepresentation of insurance is a first degree misdemeanor</b>  MOD: 00  10330 (01012011)
<b>Florida Automobile Insurance Identification Card</b>			
Direct General Insurance Company PO Box 3199 Winston Salem NC 27102-3199		Company Number 02876	
Policy Number 2027917452	Effective Date 3/19/2025	Expiration Date 3/19/2026	
<input checked="" type="checkbox"/> Personal Injury Protection Benefits/ Property Damage Liability	<input type="checkbox"/> Bodily Injury Liability		
Debarris James			
2015 LINC NAVIGATO 5LMJJ2HT5FEJ06248			
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE			

▲  
Cut On Solid Line – Fold On Dotted Line

**APPROVED** *Brittney Dixon*  
**By Brittney Dixon at 10:25 am, May 05, 2025**

# Parks and Recreation Dept.

City of Pompano Beach, Florida

1801 NE 6 Street - Pompano Beach, Florida 33060 | p: 954.786.4191

April 29, 2025

Florida Champion Football League Inc  
713 MLK Blvd  
Pompano Beach, FL 33060

Dear Debarris James,

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

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

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 1801 NE 6<sup>th</sup> St, Pompano Beach, 33060. If you have any questions about this letter please telephone me at

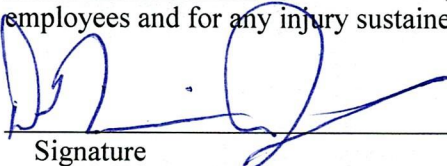
Very truly yours,

*Kate Belcher*

Kate Belcher  
Recreation Manager

**APPROVED** *Brittney Dixon*  
By Brittney Dixon at 10:26 am, May 05, 2025

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

  
Signature

*4/29/25*  
Date

*Debarris James*  
Name and Title (print)

**RESOLUTION NO. 2024- 123****CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA CHAMPION FOOTBALL LEAGUE INC. TO UTILIZE ATHLETIC FIELDS IN VARIOUS CITY PARKS TO CONDUCT A SEMI-PRO ADULT FOOTBALL PROGRAM; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a First Amendment (No. 12250) between the City of Pompano Beach and Florida Champion Football League Inc. to utilize athletic fields in various city parks to conduct a semi-pro adult football program, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said First Amendment between the City of Pompano Beach and Florida Champion Football League Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 14th day of May, 2024.

DocuSigned by:

*Rex Hardin*

502CB780EB3F480...

**REX HARDIN, MAYOR****ATTEST:**

DocuSigned by:

*Kervin Alfred*

900260F4DD24403...

**KERVIN ALFRED, CITY CLERK**

MEB/jrm  
2/15/24  
l:reso/2024-97  
No. 12250

DS



# **City of Pompano Beach**

**LICENSE AGREEMENT No. 12250**

**with**

**Florida Champion Football League  
Inc**

## **INDEX OF EXHIBITS**

Exhibit A	Scope of Authorization
Exhibit B	Insurance
Exhibit C	Recordkeeping, Inspection and Audit Procedures



**THIS LICENSE AGREEMENT** (“Agreement”), entered into on May 21, 2024, by and between:

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

and

**FLORIDA CHAMPION FOOTBALL LEAGUE INC.**, a Florida not-for-profit corporation (hereinafter “LICENSEE”).

**WHEREAS**, LICENSEE desires to utilize the City’s following parks: Ultimate Sports Park (1580 NW 3rd Ave.), McNair Park (951 NW 27th Ave.), Mitchell Moore Park (901 NW 10th St.) or North Pompano Park (4400 NE 18th Ave.), (collectively the “Property”) to provide semi-pro football league management, coordination and execution (collectively the “Program” described in Exhibit A, Scope of Authorization); and

**WHEREAS**, CITY has determined that entering into this Agreement with LICENSEE to provide the 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; and

**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 Director.

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 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 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.

9. LICENSEE shall pay the City compensation in the form of field rental payment for games, tournaments, and/or scrimmages as specifically set forth in Exhibit "A," Scope of Authorization.

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

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

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

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

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

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

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

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

### **ARTICLE 4 INSURANCE**

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

### **ARTICLE 5 PUBLIC RECORDS PROCEDURES**

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](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 Director 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 CITY Property prior to set up and after cleanup of Event. CITY expects all such the Property to be restored by LICENSEE to the same condition which existed prior to set up of the Event. LICENSEE shall be responsible for all damage to, or loss of, CITY property as a result of its event conducted pursuant to this Agreement.

If City 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 Director upon request.

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

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

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

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

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

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

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

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

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

Q. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

## **ARTICLE 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.

## **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. The parties also agree that one percent (1%) of the total compensation paid by LICENSEE for use of City's facilities under this agreement shall constitute specific consideration by LICENSEE for the indemnification to be provided under this Agreement.

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 USE OF PREMISES**

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated city facilities for operation of its Program or Event(s) as described herein. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

#### **ARTICLE 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 Director  
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:**

Florida Champion Football League Inc  
713 MLK Blvd, A  
Pompano Beach, FL 33060  
[browardoutlaws@gmail.com](mailto:browardoutlaws@gmail.com)  
(954) 709-6301

## **ARTICLE 15 GOVERNING LAW, VENUE AND WAIVER**

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

C. Both Parties agree to waive trial by jury for any litigation between the Parties that may commence as a result of this Agreement.

**ARTICLE 16**  
**CONTRACT ADMINISTRATOR**

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

B. Debarris James 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, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

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

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, 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 any activity of program held pursuant to this agreement upon the occurrence of any riot, violent disturbance or similar conduct, or hazardous weather condition, any of which threaten the immediate health or safety of the public or participants.

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

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

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

#### **ARTICLE 27**

#### **NO WAIVER OF SOVEREIGN IMMUNITY**

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

#### **ARTICLE 28**

#### **CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY**

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

#### **ARTICLE 29**

#### **COUNTERPARTS**

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

#### **ARTICLE 30**

#### **NON-EXCLUSIVE LICENSE**

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

**ARTICLE 31**  
**ENTIRE AGREEMENT AND INTERPRETATION**

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

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

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

Attest:

**CITY OF POMPANO BEACH**

DocuSigned by:  
*Kervin Alfred*  
900260F4DD24403...  
KERVIN ALFRED, CITY CLERK

DocuSigned by:  
*Rey Hardin*  
502CB780EB3F480...  
By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

DocuSigned by:  
*Gregory P. Harrison*  
7062A67F15A44C8...  
By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:  
*Mark E. Berman*  
343B0B2C81D9424...  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)





**"LICENSEE"****Florida Champion Football League Inc**

Witnesses:

Kate Belcher  
 (Print or Type Name)

Scott Moore  
 (Print or Type Name)

By:

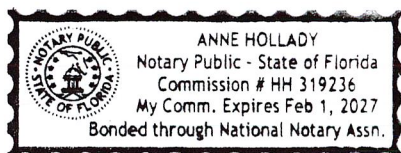
Debarris James, President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of April, 2024, by Debarris James as President of Florida Champion Football League Inc, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced Florida Drivers License (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  
Florida Champion Football League Inc

**A. Introduction/Background**

Florida Champions Football League Inc ("Licensee") was introduced in 2016 in the City of Pompano Beach ("City"). Licensee has become a platform for as many as 22 semi-pro football teams. It is currently the longest running semi-pro league in the state of Florida and has been recognized by the NFL as one of the elite 12 leagues in the country.

**B. Objectives**

To plan, administer, coordinate and supervise the semi pro adult football league at the athletic fields located in the City parks.

**C. Scope of Work**

Licensee shall plan, market and oversee the league. Licensee and the City will mutually agree upon an overall yearly football schedule after the execution of this Agreement. The overall yearly seasonal schedule will be completed on an annual basis.

The Licensee shall utilize athletic fields at one of the following parks: Ultimate Sports Park (1580 NW 3<sup>rd</sup> Ave), McNair Park (951 NW 27<sup>th</sup> Ave), Mitchell Moore Park (901 NW 10<sup>th</sup> St) or North Pompano Park (4400 NE 18<sup>th</sup> Ave). The scheduling of athletic field usage will be mutually agreed upon between the Licensee and the City. This will take place at least sixty (60) days prior to the beginning of each sport season.

The City will ensure that the local City semi-pro football team, Pompano Outlaws, will be able to practice, free of charge, at least five (5) times per week, Monday through Friday for a minimum of two (2) hours per day at one of the above approved athletic fields, based upon public usage and demand. Licensee and City will mutually agree upon the times prior to the start of the Program. Any additional requested days for field usage will be mutually agreed upon between Licensee and City and be at the cost of the Licensee.

**Summary Schedule of Tasks and Deliverables**

**Compensation** - Licensee shall be responsible for field rental payment for any game, tournament and/or scrimmage during any day of the week. Each game shall cost a hundred and four dollars, and fifty cents (\$104.50) and must be paid before the game. Any additional costs for BSO/security or other City services shall be at the cost of the Licensee.

Exhibit A  
Scope of Authorization  
Florida Champion Football League Inc

Any additional requested practice, that falls on a Saturday, Sunday, or City Holiday, Licensee shall be required to pay the Field Rental Fees according to City ordinance Section 98.10.

Cancellations for field rentals that falls outside of the timeframe listed above shall follow the cancellation policy listed in the City Section 98.10.

**Trash and Clean-up of Permitted Area** – Licensee shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. Licensee shall further be responsible for dismantling and removing all supplies and equipment. No items shall be stored on site.

**Banners/Signage** – City will allow Licensee to temporarily hang banners at venues during games only. All banners and signage must be removed at the conclusion of the final game that same day.

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

\* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX premises - operations

bodily injury and property damage

— explosion & collapse  
hazard

— underground hazard

XX products/completed  
operations hazard

bodily injury and property damage combined

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

— sexual abuse/molestation

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

— liquor legal liability

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

**AUTOMOBILE LIABILITY:**
☐

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

XX comprehensive form

☒

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

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

— other than umbrella

bodily injury and  
property damage  
combined

\$2,000,000

\$2,000,000

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

— \* Policy to be written on a claims made basis

\$1,000,000

\$1,000,000

(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.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2024

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

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

<b>PRODUCER</b>  JAL Insurance Services 1719 E. Commercial Blvd.  Fort Lauderdale FL 33334		<b>CONTACT</b> <b>NAME:</b> John Lombardo <b>PHONE</b> (A/C, No, Ext): (954) 958-0878 <b>E-MAIL ADDRESS:</b> jlombardo@jalinsurance.com	
		<b>FAX</b> (A/C, No): (954) 958-0873	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> COVINGTON SPECIALTY INS CO	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
<b>INSURED</b>  Florida Champion Football League  300 Delaware Ave Ft Lauderdale FL 33312			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBA832507	03/24/2024	02/24/2025	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Broward Outlaws

The certificate holder is an additional insured, but solely with the respect to the operations of the named insured.

APPROVED Rebecca Harrison  
By Rebecca Harrison at 3:41 pm, May 02, 2024

CERTIFICATE HOLDER

CANCELLATION

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



# Parks and Recreation Dept.

City of Pompano Beach, Florida

1801 NE 6 Street, Pompano Beach, Florida 33060 | phone: 954.786.4131

May 6, 2024

Florida Champion Football League  
300 Delaware Ave.  
Ft. Lauderdale, FL 33312

Dear Debarris James,

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

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

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 1801 NE 6<sup>th</sup> St, Pompano Beach, 33060. If you have any questions about this letter please telephone me at 954-786-4131.

Very truly yours,

*Jerold Smith*

Jerold Smith  
Recreation Activities Supervisor

**REVIEWED** *C. Lawrence*  
**By LawCin at 10:56 am, May 08, 2024**

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

*DEBARRIS JAMES*

Signature

5/6/2024

Date

DeBarris James / Owner

Name and Title (print)

**Important Information**

Here are your Policy Identification Cards  
We've provided two (2) cards for each vehicle on your policy.

**Need additional ID cards?**

The GEICO Mobile app is the quickest way to get additional ID cards. You can also send a copy of your ID cards to anyone that needs them right from the app!

If your address changes, update it using the app or log in to geico.com. By keeping your information up-to-date, you'll continue to receive important policy documents.

DEBARRIS LUKE JAMES  
1300 HEIDE AVE NW  
PALM BAY FL 32907-1052

**REVIEWED** *C. Lawrence*  
**By LawCin at 10:58 am, May 08, 2024**

Cut Along the Dotted Line

Cut Along the Dotted Line

**Florida Automobile Insurance Identification Card****GEICO** GEICO INDEMNITY COMPANY

<b>Policy Number / Florida Code No.</b>	<b>Effective Date</b>
6036-56-87-95/ 09170	03/01/24

<input type="checkbox"/> Personal Injury Protection Benefits/Property Damage Liability	<input checked="" type="checkbox"/> Bodily Injury Liability
---	---

**Named Insured(s)**  
DeBarris Luke James

**2019 DODGE AVENGER**  
**Vehicle ID No.** 1B3CC5FB1AN202314

Not valid more than one year from the effective date

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**2019 DODGE AVENGER****Additional Drivers****Florida Automobile Insurance Identification Card****GEICO** GEICO INDEMNITY COMPANY

<b>Policy Number / Florida Code No.</b>	<b>Effective Date</b>
6036-56-87-95/ 09170	03/01/24

<input type="checkbox"/> Personal Injury Protection Benefits/Property Damage Liability	<input checked="" type="checkbox"/> Bodily Injury Liability
---	---

**Named Insured(s)**  
Debarris Luke James

**2015 LINCOLN NAVIGATOR**  
**Vehicle ID No.** 5LMJJ2HT5FEJ06248

Not valid more than one year from the effective date

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**2015 LINCOLN NAVIGATOR****Additional Drivers**

**Need another form of proof of insurance?**

You may need the Insurance Binder for most finance companies, dealerships or vehicle registrations.

**Scan this code to get another form of proof of insurance immediately!**



Cut Along the Dotted Line

**2010 DODGE AVENGER**

Coverage, including collision, may extend to rental vehicles that qualify as temporary substitutes or non-owned autos in your policy.  
Misrepresentation of insurance is a first degree misdemeanor.

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**If you're in an accident:**

- Stay at the scene and find a safe area.
- Do not admit fault or disclose your coverage limits.
- Call the police, and gather driver and vehicle information.
- Find any witnesses and get their contact information.

**To report a claim**

Go to [geico.com/claims](http://geico.com/claims), use the GEICO Mobile app or call 1-800-841-3000.

**Need a tow or roadside assistance?**

Using the GEICO Mobile app is a quick and easy way to request Emergency Road Service.

U4FL (06-20)

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U4FL (06-20)