

City of Pompano Beach

LICENSE AGREEMENT

No. 2041

with

Pompano Piranhas, Inc.

INDEX OF EXHIBITS

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

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

and

Pompano Piranhas, Inc., a Florida Not for Profit Corporation (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s Aquatic Center, 820 NE 18th Avenue, Pompano Beach, FL 33060, or if needed the Houston Sworn Aquatic Center (the “Property”) to provide year-round competitive, developmental, and instructional youth swim program (collectively the “Program” described in Exhibit A, Scope of Authorization);

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

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

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

4. City will make the Aquatic Center (820 NE 18th Ave) or the Houston Sworn Aquatic Center (901 NW 10th St) available to the LICENSEE, additional details for each item shall be set forth within Exhibit "A," Scope of Authorization.

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

1. LICENSEE is a 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 ten percent (10%) of the revenue from each non-resident participant as compensation for the use of the Property on a quarterly basis. Complete roster, showing participant's residency, along with quarterly compensation shall be sent to Parks & Recreation Department, Attention Recreation Director, 1801 NE 6th Street, Pompano Beach, FL 33060. The City reserves the right to levy fees for the use of its facilities anytime the organization's roster fall below 25% of Pompano residents.

For every swim event Licensee hosts at the Property, Licensee shall compensate the City the sum of four hundred dollars (\$400.00) for each day of the meet or two hundred dollars (\$200.00) for a half-day usage. For the purpose of this Agreement, a half-day is defined as five (5) hours or less including set up. Competition rentals in excess of ten (10) consecutive hours per day, shall result in a fifty-dollar (\$50) surcharge per additional hour.

Licensee shall compensate the City a total of two hundred dollars (\$200.00) for equipment needs and use of the scoreboard system, for every competition. This fee is applicable per event and not charged per day. The City will close the Property to the public, during these scheduled events.

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 three (3) years and shall commence upon execution by both parties.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) periods of one (1) year upon the

written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

ARTICLE 4 INSURANCE

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

ARTICLE 5 PUBLIC RECORDS PROCEDURES

Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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.

Q. LICENSEE shall provide sufficient background information and releases to

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

R. 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.

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
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

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

FOR LICENSEE:

Pompano Piranhas, Inc
201 SE 24th Avenue
Pompano Beach, 33062
nemias2000@aol.com
(954) 849-4631

**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. Nemias L. Schulte 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

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By:_____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSEE"

Pompano Piranhas, Inc.

Witnesses:

Shane Schulte
SHANE SCHULTE

(Print or Type Name)

Nemua L. Schulte
Nemua L. Schulte

(Print or Type Name)

By:

Joshua Von Blanco
Joshua Von Blanco, President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30th day of October, 2023, by Joshua Von Blanco as President of Pompano Piranhas, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:



Nemua L. Schulte
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG947627
Expires 3/17/2024

Nemua L. Schulte
NOTARY PUBLIC, STATE OF FLORIDA

Nemua L. Schulte
(Name of Acknowledger Typed, Printed or Stamped)

GG947627
Commission Number

Exhibit A
Scope of Authorization
Pompano Piranhas, Inc.

A. Introduction/Background

Since 1970, Pompano Piranhas, Inc. ("Licensee"), has been providing year-round competitive, developmental, and instructional swim programs to the youth, ages five to eighteen (5 – 18) of the City of Pompano Beach ("City") through the guidance of USA Swimming, and United States Swim School Association.

B. Objectives

Licensee shall plan, administer, coordinate, supervise and staff all aspects of the swim Program, including day to day operations, swim meets, and member relations for youth ages, five to eighteen (5-18) and require that a minimum of 25% of Program participants are residents of the City.

C. Scope of Work

Licensee shall utilize the Aquatic Center located at 820 NE 18th Ave, Pompano Beach, FL 33060 (Property), or if needed, the Houston Sworn Aquatic Center located at 901 NW 10th Street, Pompano Beach, FL 33069, year-round to conduct practices.

During the School Year (August to May)

50-meter Pool (Swim Team)

- | | | | | |
|-------------------------|-------------------------|------------|----|-------------|
| • 5:30 a.m. - 7:00 a.m. | Monday/Wednesday/Friday | LC 6 LANES | OR | SC 11 LANES |
| • 4:00 p.m. - 7:00 pm | Monday to Friday | LC 6 LANES | OR | SC 11 LANES |
| • 7:00 a.m. - 9:00 am | Saturday | LC 6 LANES | OR | SC 11LANES |

25-meter Pool (Warm Pool)

- | | | | | |
|-----------------------|------------------|---------|-----|--------|
| • 3:30 p.m. - 6:30 pm | Monday to Friday | 3 LANES | AND | 1 WING |
|-----------------------|------------------|---------|-----|--------|

Summer Time (June to August)

50-meter Pool (Swim Team)

- | | | | | |
|------------------------|------------------|------------|----|-------------|
| • 7:00 am - 11:00 a.m. | Monday-Friday | LC 6 LANES | OR | SC 11 LANES |
| • 4:00 p.m. – 7:00 pm | Monday to Friday | LC 6 LANES | OR | SC 11 LANES |
| • 7:00 a.m. - 9:00 am | Saturday | LC 6 LANES | OR | SC 11 LANES |

25-meter Pool (Warm Pool)

- | | | | | |
|-----------------------|------------------|---------|-----|--------|
| • 3:30 p.m. - 6:30 pm | Monday to Friday | 3 LANES | AND | 1 WING |
|-----------------------|------------------|---------|-----|--------|

During Long Course Season (April 1st through August 31st), the City will ensure that at least five (5) times per week, excluding Saturday, the lane lines will be long course lanes.

Licensee is guaranteed a minimum of eleven (11) lanes for short course, or six (6) lanes for long course, but may use up to fourteen (14) lanes for short course or eight (8) lanes for long course, based upon daily programming public use. Lane allocation may also be temporarily reduced due to accommodate special events or programing for entities such as Broward County Public Schools, Special Olympics, and seasonal traveling teams.

Exhibit A
Scope of Authorization
Pompano Piranhas, Inc.

The City agrees that during the times of the Program Schedule as set forth above, no other Youth USA Swimming Team (or any other youth team which may be in direct competition with Licensee) may be allowed to practice or utilize the Property.

For purposes of this Agreement, the term “in direct competition” shall mean any “competitive youth swim program” that is engaged in providing the same or similar type of services or products as Licensee. This provision will not apply to those out-of-state teams, whom are utilizing the Property on a temporary basis nor programming funded and operated by the City.

The non-competition provision herein will only apply to the times in which Licensee is utilizing the Property pursuant to this agreement listed above.

Meeting Room Use in the Grand Room - The City will allow Licensee use of the Grand Room at Property during the Program schedule when the Grand Room is unoccupied or without programing. In the event the City is unable to fully accommodate Licensee on any of these dates due to conflicts of scheduling by the City, the City will attempt in good faith to provide alternative accommodation at other facilities of the City.

Banquet Room - The City will allow Licensee the use of one (1) banquet room in either the Emma Lou Olson Civic Center (1801 NE 6th St, Pompano Beach, FL 33060), the Herb Skolnick Center (800 SW 36th Ave, Pompano Beach, FL 33069), or Charlotte J. Burrie Community Center (2669 N Federal Hwy, Pompano Beach, FL 33064) once per year for its annual team banquet at discounted rate of fifty percent (50%) applicable non-profit rental fees according to City Ordinance 98.47.

Office – The City will allow Licensee the use of office space located at the Property. Licensee will have access during facility hours only. The closet in the office space will be shared between the City and Licensee.

D. Competition Structure

Licensee shall have the following:

- No more than four (4) single day “Sizzler” swim meets and six (6) USA swim meets to be hosted at the Property. The Licensee may use up to twelve (12) SC lanes for the Sizzler swim meets, and up to entire facility for the USA swim meets.
- No more than one Open Water Beach event (“P.O.W.E.R. Challenge”)
- The use of all tables and chairs located at the Property during swim meet events.

The number of swim meets and lifesaving competitions, is subject to change each year due to the schedule provided by the respective organizations of each sport. On or before January 31st of each calendar year, Licensee shall notify the City of the number of swim meets/lifesaving competitions that Licensee shall host at the Property, Houston Sworn Pool or Pompano's Public Beach.

Exhibit A
Scope of Authorization
Pompano Piranhas, Inc.

E. Summary Schedule of Tasks and Deliverables

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, except for bleachers, shades, tables and chairs as well as setting up and dismantling the scoreboard system.

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

Surveys – Licensee shall conduct participation surveys for all youth who were enrolled in the Program and provide results to the City. These surveys shall be conducted at the end of each season.

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

Volunteer Instruction - Pursuant to City-sponsored programs and at times designated by City, Licensee shall, at no cost to City or participants, provide fifty (50) hours of youth instruction each year of this Agreement.

EXHIBIT B

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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$300,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

XX	comprehensive form	<div><input checked="" type="checkbox"/></div> 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	\$1,000,000 \$1,000,000

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

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

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

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

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

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

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

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

EXHIBIT C

RECORDKEEPING, INSPECTION AND AUDIT PROCEDURES

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

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

Exhibit D
Youth Program Background
Screening Policy

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

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

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

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

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

1. SEX OFFENSES INVOLVING CHILDREN

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

2. FELONIES

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

Exhibit D
Youth Program Background
Screening Policy

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

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

3. MISDEMEANORS

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

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

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

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

Exhibit D
Youth Program Background
Screening Policy

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

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

Parks, Recreation and Cultural Arts Dept.

City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg C Pompano Beach, Florida 33060 | p: 954.786.4098 | f: 954.786.4168

March 3, 2023

Pompano Piranhas, INC
2211 E Sample Rd.
Suite 104
Light

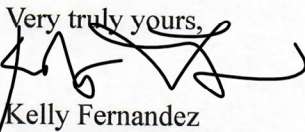
Dear Coach Jesse Vassallo,

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 6th St, Pompano Beach, 33060. If you have any questions about this letter please telephone me at

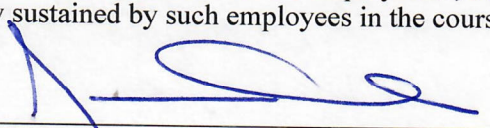
Very truly yours,


Kelly Fernandez
Recreation Supervisor

APPROVED

Edgar P. Alba
By Edgar P. Alba at 2:42 pm, Apr 10, 2023

Pompano Piranhas, INC has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida Pompano Piranhas, 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

March 17-2023
Date

Jesse Vassallo → Head Coach
Name and Title (print)

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD
THE STANDARD FIRE INSURANCE COMPANY

POLICY NUMBER - COMPANY CODE

997055836 203 1 - 01760

EFFECTIVE DATE

01/21/2023

☒ PERSONAL INJURY PROTECTION BENEFITS/
PROPERTY-DAMAGE LIABILITY

☒ BODILY INJURY
LIABILITY

NAMED INSURED

JESUS VASSALLO

YEAR/MAKE

21/SUBARU

VEHICLE IDENTIFICATION NUMBER (VIN)

JF2GTAEC5M8265181

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

AGENT/CASE

WENANTS INSURANCE AGENCY INC

AGENT CODE

0M4885

APPROVED

Edgar P. Alba

By Edgar P. Alba at 2:54 pm, May 01, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2023

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

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

PRODUCER Insurance Office of America 200 Broad Street, SW, Suite 100 Gainesville GA 30501	CONTACT NAME: PHONE (A/C, No, Ext): 678-919-1150 E-MAIL ADDRESS: usascoi@ioausa.com FAX (A/C, No): 678-450-9180
INSURED USA Swimming, Inc. dba USA Swimming; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	INSURER(S) AFFORDING COVERAGE INSURER A: Accredited Surety & Cas Co Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1545696796**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338546-00	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1-TRE-CO-17-01338547-00	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE 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)

Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: USA Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of USA Swimming, Inc., group members, volunteers and "member coaches" solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
820 NE 18th Ave.
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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc. dba USA Swimming; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, "Covered Activities" are defined as:

1. Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one to the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
2. Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or U.S. Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
3. USA Swimming, Inc., Swim-A-Thons, fundraising activity which clubs can purchase for lap-a-thons.
4. Approved social events and approved fundraising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
5. Swimming tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and how has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve-month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
6. Office premises liability for member clubs and LSCs.
7. STSC, CPR and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
8. "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA member clubs with community teams that are not USA Swimming member clubs.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. A Waiver of Subrogation also applies in favor of the Additional Insured as required by written agreement.

Member Club: Pompano Beach Piranhas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU
HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE
CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.