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RESOLUTION NO. 2016- 309

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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE EMBRACING TEAM, INC. TO PROVIDE FREE CULTURALLY BASED PROGRAMMING AT MITCHELL MOORE PARK ANNEX BUILDING; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a License Agreement between the City of Pompano Beach and the Embracing Team, Inc. to provide free culturally based programming at Mitchell Moore Park Annex Building, a copy of which Agreement 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 Agreement between the City of Pompano Beach and the Embracing Team, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of September, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

9/15/16
l:reso/2016-291f

Ag. 4

City of Pompano Beach

LICENSE AGREEMENT

with

Embracing Team, Inc.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 30th day of September, 2016, by and between:

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

and

Embracing Team, Inc., a Florida Not-For-Profit Corporation (hereinafter "LICENSEE").

WHEREAS, on March 29, 2016, the CITY issued Request For Proposal L-30-16 (the "RFP" attached hereto and made a part hereof as Exhibit 1) which sought a qualified tax-exempt 501c3 nonprofit organization to provide free culturally based programming for youth and seniors at Mitchell Moore Park (the "Program"); and

WHEREAS, LICENSEE submitted the only response to the aforesaid RFP, a copy of which is attached hereto and made a part hereof as Exhibit 2 (the "Proposal").

WHEREAS, City staff have determined that Licensee is qualified, able and prepared to provide the services and the insurance set forth in Exhibits 1, 2 and 6 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use Annex Building C at Mitchell Moore Park located at 901 NW 10th Street in Pompano Beach, Florida (the "Property") owned by the CITY to operate the Program; and

WHEREAS, the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

WHEREAS, the 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, the CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

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

a. 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.

b. 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.

c. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

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

a. Embracing Team, Inc. is a Florida not-for-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

b. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause Embracing Team, Inc. 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.

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

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

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

f. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other professional youth and senior service providers currently practicing under similar circumstances in the same locality.

g. The CITY shall be entitled to rely upon the administrative, teaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

h. 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 business activities in a reputable manner.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

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.

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

In addition, 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, and 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.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 3 TERM AND RENEWAL

The term of this Agreement shall be three (3) years with two (2) one year renewals. The initial term shall commence on September 30, 2016 and end on September 30, 2019. The CITY reserves the right to extend this Agreement for two (2) one year renewals provided both parties agree in writing to said extension. Renegotiation shall commence at least 180 days prior to normal termination.

ARTICLE 4 RESPONSIBILITIES OF LICENSEE

1. LICENSEE shall provide the Program services hereunder consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

2. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

3. LICENSEE shall provide the services set forth below and in Exhibits 1 and 2, including such other duties as the CITY may, from time to time, require.

4. LICENSEE shall plan, administer and coordinate all aspects of the Program at the Property, including supervising all LICENSEE's instructors, employees, volunteers and other representatives or agents.

5. LICENSEE shall provide free of charge to Program participants culturally based programming for youth ages 5-18 and seniors age 50 plus to include the activities described in the RFP and obtain written permission from the CITY's Recreation Programs Administrator prior to instituting any changes.

6. LICENSEE is responsible for hiring and managing its own administrative and teaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

7. LICENSEE shall be solely responsible for compensating its administrative and teaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

8. LICENSEE shall be responsible to ensure that all its administrative and teaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

9. LICENSEE shall promptly respond to complaints from the CITY and patrons of the Program regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

10. LICENSEE shall immediately provide the CITY's Recreation Program Administrator written notice of any repairs or maintenance necessary to keep the Property and attendant grounds in good and safe condition.

11. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County, the local Health Department, and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted.

12. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of Program services under this

Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

13. LICENSEE shall give the CITY prompt written notice of any accidents occurring at Property in which damage to property or injury to a person occurs.

14. LICENSEE shall be responsible for the general cleanliness of the Property which includes providing the requisite janitorial services and supplies and coordinating daily collection of debris from the aforesaid area.

15. LICENSEE shall utilize the Property exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

16. LICENSEE and its employees shall provide courteous and professional customer service during the term of this Agreement.

17. LICENSEE shall dispose of all garbage and waste in designated on- site dumpsters at the end of each day that LICENSEE provides programming at the Property. In addition, during business hours, LICENSEE shall not store any garbage on the Property that is within sight of the public.

18. LICENSEE shall secure and insure LICENSEE's business and personal property. LICENSEE shall be held responsible for all damages at the Property not covered under the CITY's master property insurance program, including any applicable deductible.

19. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep Property in good and safe condition.

20. LICENSEE shall accept the Property and any CITY-owned equipment such as a refrigerator, tables and chairs in "as is" condition. Any additional equipment desired by LICENSEE shall be acquired and installed at LICENSEE's sole expense. In addition, if any public agency having jurisdiction requires safety or other improvements to any of the equipment or the Property such as electrical upgrades, plumbing, roofing, flooring, LICENSEE shall be required to make these improvements at its sole expense.

21. During the contract term, unless it is financially infeasible as determined by CITY, LICENSEE shall be financially responsible to make and pay for any repairs to the Property. At end of the contract term, LICENSEE is responsible to return said Property in full, functioning and presentable condition.

22. LICENSEE shall not make any improvements, additions or repairs to the Property without prior written approval from the CITY's Recreation Programs

Administrator. If modification or revisions are made, LICENSEE agrees to return the area to the original working condition at its own expense at the end of contract if CITY so requests.

23. LICENSEE shall be responsible for any additional services desired such as extermination, cable and internet.

24. LICENSEE may advertise and install signage on the Property to promote the Program provided all signs and advertisements comply with all applicable laws, ordinances and regulations. Any permit fees required shall be at LICENSEE's sole expense.

25. LICENSEE and its employees shall provide courteous and professional customer service during the term of this Agreement.

26. LICENSEE shall provide programming at the Property between the hours of 8:00am-8:00pm Monday through Friday.

ARTICLE 5 RESPONSIBILITIES OF CITY

1. CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

2. CITY shall provide LICENSEE with the use of Property for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of Property due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

3. CITY, at its sole cost, shall provide such amenities as electricity, water and power and also maintain the fire and alarm systems.

ARTICLE 6 COMPENSATION, ACCOUNTING, RECORDKEEPING, PUBLIC RECORDS AND BACKGROUND CHECK PROCEDURES

1. Compensation. LICENSEE understands and agrees that LICENSEE is solely responsible for obtaining and/or otherwise securing the funding necessary to provide the Program at the Property and that CITY's sole compensation to LICENSEE hereunder is in the form of in-kind benefits such as the license to use the Property without payment of any fee(s).

2. Accounting and Recordkeeping Procedures. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act,

Chapter 119, Florida Statutes. 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.

Upon reasonable notice, LICENSEE shall make available locally at a reasonable time for CITY's examination, inspection and audit all membership rosters; attendance, financial and statistical records; federal tax returns, state sales tax returns; and any other documents or records directly or indirectly related to LICENSEE's provision of services hereunder. If such examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the amount due and also pay for the cost of CITY's audit within ten (10) calendar days. Incomplete and incorrect entries in LICENSEE's records hereunder shall be grounds for the disallowance of any fees based upon such entries. LICENSEE's failure to timely comply with the provisions of this paragraph shall be deemed a material breach which entitles CITY to terminate this Agreement in accordance with Article 12 herein.

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

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

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 this Agreement and following completion of the contract term if the LICENSEE does not transfer the records to the CITY.

d. Upon termination of this 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 termination of this Agreement, 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 termination of this Agreement, 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.

e. 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 CONTRACT, 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**

5. Background Procedures. 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 3. 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 (Exhibit 4) on all such persons so that CITY, at its sole cost, 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. Neither LICENSEE nor any of its employees, volunteers or other agents shall be authorized to provide services hereunder until the CITY has provided its written approval of such person(s). In addition, if any public or state agency with jurisdiction over the programming LICENSEE is to provide hereunder, LICENSEE shall adhere to those requirements and be responsible for any and all attendant costs.

ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of Property for special group functions upon forty-five (45) days written notice to LICENSEE.

ARTICLE 8 LICENSEE'S INDEMNIFICATION OF CITY

1. LICENSEE shall at all times indemnify, hold harmless and defend the CITY and its authorized agents hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities of whatsoever kind arising directly or indirectly out of or in connection with LICENSEE's provision of services hereunder whether

same occurs or the cause arises on or away from the Property. 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 it has or may have for breaches or defaults by the CITY under this Agreement.

2. LICENSEE acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by LICENSEE. The parties agree that one percent (1%) of the in-kind benefits provided to LICENSEE by CITY shall constitute specific consideration to LICENSEE for the indemnification provided under this Article.

3. LICENSEE shall be solely responsible for insuring all 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 property placed at the Property and that CITY is hereby expressly released and 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.

4. The indemnification and other provisions of this Article shall survive the expiration or termination of this Agreement in accordance with applicable statutory limitations.

ARTICLE 9 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 5. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

1. 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.

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

3. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 15 herein.

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 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

ARTICLE 12 TERMINATION

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 15 herein. LICENSEE may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 15 herein.

ARTICLE 13 NO DISCRIMINATION

LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any of its employees, volunteers or other agents, Program participants, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

ARTICLE 14 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing,

sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For LICENSEE:

Latoya T. Almonord
Embracing Team, Inc.
P.O. Box 668402
Pompano Beach, Florida 33060
Lalmonord28@gmail.com
954-786-4157 phone

ARTICLE 16 GOVERNING LAW AND VENUE

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.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 17 CONTRACT ADMINISTRATOR

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

Latoya T. Almonord shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

ARTICLE 18 NO CONTINGENT FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 19 ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 20 FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

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

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

ARTICLE 21 WAIVER AND MODIFICATION

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.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 22 RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 23 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 24 APPROVALS

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

ARTICLE 25 ABSENCE OF CONFLICTS OF INTEREST

LICENSEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

LICENSEE shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence LICENSEE's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that LICENSEE intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by LICENSEE.

ARTICLE 26 BINDING EFFECT

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

ARTICLE 27 NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 28 LICENSE NOT LEASE

Both parties acknowledge and agree this license shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program services contemplated herein.

ARTICLE 29 DRUG-FREE WORKPLACE

LICENSEE acknowledges and agrees that it shall at all times operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.

ARTICLE 30 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.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses
Shirley R. Bartholomew

By: [Signature]
 LAMAR FISHER, MAYOR

By: [Signature]
 DENNIS W. BEACH, CITY MANAGER

Attest: [Signature]
 ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
 MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of September, 2016, by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
 (Name of Acknowledger Typed, Printed or Stamped)



Commission Number

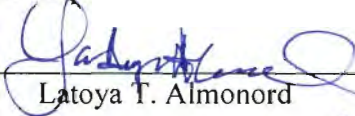
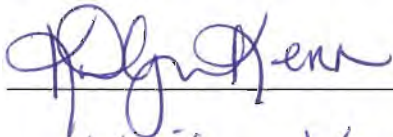
LICENSEE":

Witnesses:

EMBRACING TEAM, INC., a Florida Not-For Profit Corporation


Jonathan Nasser

Print Name

By:  Latoya T. AlmonordTitle: President / CEO


Kathryn Kern

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of August, 2016, by Latoya T. Almonord, as _____ of Embracing Team, Inc., a Florida Not-For-Profit Florida corporation who is personally known to me or who has produced FLDLA455-538-82-969-0 (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

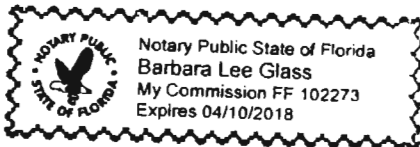
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7/28/16

Exhibit 1



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-30-16**

**YOUTH AND SENIOR MULTI-CULTURAL ARTS
SERVICES**

**RFP OPENING: APRIL 28, 2016 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

March 29, 2016

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
L-30-16
Youth and Senior Multi-Cultural Arts Services

The City is seeking proposals from qualified firms to provide free youth and adult services focusing on the multi-cultural arts to the City.

The City will receive sealed proposals until **2:00 p.m. (local), April 28, 2016**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City of Pompano Beach, Florida desires to obtain the services of qualified incorporated 501c3 company(s) to provide free youth and adult services focusing on the multi-cultural arts at the Mitchell Moore Annex building on an annual contract term basis. It is the intention of the City to award a single contract to the first ranked Proposer responding to this Request for Proposals (RFP).

The Parks, Recreation and Cultural Arts Department is seeking proposals from qualified incorporated 501c3 company(s) to manage and operate the Mitchell Moore Annex Building at no cost to the proposer with the understanding that all programs will be at no cost to the participants. Programming can be offered between the hours of 8:00 a.m. to 9:00 p.m.

1. Scope Of Services

It is the intent of this RFP to provide the City of Pompano with a qualified incorporated 501c3 company to provide free culturally based programming for our youth and seniors. The Contractor must be responsible for administering all aspects of the programs offered at the Mitchell Moore Annex building located in the Mitchell Moore Park 901 NW 10th Street, Pompano Beach, FL 33060. The Contractor must also be responsible for scheduling the proper number of certified, insured and successfully background checked personnel for each program as required. All programs will emphasize/ but are not limited to the following:

- Cultural Enhancement and Academic Achievement
- Leadership Development and Career Focusing
- Self-Growth and Awareness
- Cultural Activities and dance
- Social Skills
- Senior Activities
- Mentoring Programs and activities
- Multi-Cultural Arts based programs
- Special Events

2. **Tasks/Deliverables**

- A. Contractor is only authorized for the term of this contract to provide youth and/or senior programs/services at the Mitchell Moore Annex building.
- B. All programs must be at no cost to all participants.
- C. For each program a roster must be provided showing that the participants make up at least 51% Pompano Beach residents.
- D. Contractor on a quarterly basis is to turn in a roster for each program listing addresses.
- E. Contractor will be responsible for any and all upgrades to the building that are required for programs and/or activities held at the Annex building and must be approved by the city prior to any changes.
- F. Contractor is responsible for any and all materials related or needed for all programs conducted at the Mitchell Moore Annex Building.

3. **Term of Contract**

The terms of the agreement shall be for an initial period of three (3) years from the date of execution. The City reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination. The successful proposer will be required to enter into a licensing agreement with the City.

4. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Work:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of programming that would be provided.

Schedule:

Proposer shall provide a proposed schedule for the programming to be provided.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

7. Insurance

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

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

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

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

- 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	bodily injury and property damage combined
operations hazard	
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$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
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and
property damage
combined

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) 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.

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

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of youth and senior multi-cultural arts programs. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the services.	0-40
2.	References History and performance of firm on youth and senior multi-cultural art programs. References and recommendations from previous clients.	0-30
3.	Resources and Methodology Adequacy of amount of quality resources assigned to providing the services. Overall approach to the youth and senior multi-cultural arts programs. Consideration of services provided and approach to meeting goals and deadlines.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be

assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

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

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

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

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

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

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

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

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

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

i. Withdrawal Of Proposals

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

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

I. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP L-30-16, Youth and Senior Multi-Cultural Arts Services

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Exhibit 2
Licensee's Proposal

SECTION 2. SCOPE OF WORK

Embracing Team, Inc. is invested in positive change through arts and culture through artistic expression and cultural development. Our arts constitute an integral component that will help produce a healthy community and build bridges across generations' timelines for greater interactions between youth and adults. This will allow us to increase imagination and creativity in producing a better environment with the arts contributing to a strong and more vibrant Pompano Beach culture.

Embracing Team, Inc. brings a broad range of artistic disciplines and cultural traditions directly into the community to strengthen education, stimulate creative self-expression and inspire a more enticing view into our city. We expect to have a positive impact on the economic development of the City of Pompano focusing around the bounty of attractions, traditions, art forms, history, celebrations and cultural experiences that are authentic and unique to your community.

Embracing Team, Inc. and the Mitchell Moore Annex Building have been closely associated as a unit of one; it has already been branded and a positive social force with our community. A continued effort must be made and maintained to support this positive image of cultural arts and opportunities in the city of Pompano Beach. ETI has help provide equipment, resources, and services over the years to enhance the Annex Building, which now positions and poises it to become a cultural arts center. Presently, our participants will be displayed to draw even more participates into our vision of a progressively positive cultural community. We are positively correlating with the city's vision that will welcome new participation from visitors who might seriously considering relocation into the city.

Program Goals

- To provide children and seniors the opportunity for ongoing/long-term direct participation in the arts.
- To provide artistic excellence and foster cultural participation in order to build a vibrant community; thus, amplify the voice of underrepresented communities, and celebrate the diversity of the Pompano Area.
- To introduce the many aspects of culture, education, technique and art, and acquaint the children with the craft skills necessary to produce live dance theatre and a viable vocational experience.
- To cultivate self-expressions, cooperative learning, discipline, and creativity

- To promote Pompano Beach as a tourist attraction seeking natural cultural art resources provided by City of Pompano Beach.
- To assist our seniors in meeting and gaining a greater awareness of the health through education, exercise, and social interaction
- To inspire our seniors in mentorship roles with our youth.

Description of Types and Qualities of Programming

Program Services shall be provided to address the specific needs of clients. They shall include:

Subject	Content	Frequency	Method of Instruction	Grade Level
Cultural Arts Education	Children shall be provided the opportunity to learn about other cultures, customs, history, and local differences	A minimum of three (3) cultural arts activities per week	Lecture, class discussion, small group discussion, simulation, experience, or individual project, presentation at various locations	K-12
Arts Instruction	Children shall be introduced students to the basic elements of art (color, line, shape, form, and texture) and to show students how artists use these elements in different ways in their work.	2 times per week for thirty minutes (30) minutes per activity.	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Arts Intervention	Children shall be provided with research-based guidance, resources, and tools that reflect "best practices" for intensifying instruction in art for students with significant learning difficulties	2 times per week for thirty minutes (30) minutes per activity.	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Cultural Activities	Children shall be provided with opportunities and experiences such as participation in drama or dance classes, painting cultural music activities and story telling	Daily for fifteen (30) minutes per activity	Relationship building and assessment, cultural mapping, demonstrating, role-play, coaching and practical	K-12

			homework exercises.	
Remedial/ Expressive Arts	Children shall be provided with opportunities and experiences such as participation in drama or dance classes, painting cultural music activities and story telling	Daily for fifteen (30) minutes per activity	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Theatrical Stage Performances	Children shall be provided with opportunities and experiences such as participation in acting/drama, sound, lighting, and stage equipment	A minimum of one (1) stage performance per month	Technical skills, body alignment, movement, simulation, experience, or individual project	K-12
Out-of-School/Public Arts Exhibitions and Performances	Children shall be provided with opportunities and experiences such as participation in physical, permanent artworks and sculptures	A minimum of one (1) art exhibition per month	Simulation, experience, or individual project	K-12
Historical Reflections/ Site Visit	Students will be engaged in activities that include visits to art galleries, theaters and museums, historic sites, communities or landmarks, cultural events, concerts and festivals, fairs, ethnic communities and neighborhoods, and architectural treasures.	A minimum of one (2) site visit per month	Simulation, experience, or individual project	K-12
Social Skills Building	Social skills shall be planned using the skills streaming or equivalent, a literacy based curriculum which shall improve social skills and in interactions with peers and adults and/or activities to improve social and adaptive behavioral functioning or daily living skills, delivered	2 times per week for thirty minutes (30) minutes per activity.	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Reading/	Interactive reading activity	One (1) hour of	Student will	K-12

Comprehension Activities	the includes at least one technique from each group: Group A - Read aloud - Read w/ buddies Group B - Create plays/skits - Keep journals - Write stories	interactive reading activities	improve basic reading skills	
Community Service	Community Service opportunities shall be provided that will help the children feel a stronger sense of connectedness to their communities	Minimum of five (5) projects per year	Lecture, class discussion, small group discussion, simulation, experience, or individual project. Performance at various location as well as entertainment and community clean up activities	K-12
Parental Involvement	Children and parents shall be provided with opportunities to bridge the communication gap between the school and home. Strategies shall include home visits, school visits, counseling, parent/teacher conferences, and monthly parent meetings.	Ongoing parental involvement activities	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Nutrition	The children's nutritional needs shall be met with the provision of breakfast, snacks, and lunch that meet the USDA guidelines.	Daily for fifteen (15) minutes per activity	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12
Career Development	Activities instructing adolescents on career develop and exploration shall be provided to help the youth connect work and learning;	Once per week for thirty (30) minutes per activity	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12

Drowning Prevention / Water Safety	Children shall participate in swimming lessons provided by Swim Central	One hour of weekly swimming lessons	Tell, show and do methods in water safety Basic Safety instruction	K-12
Case Management	Individual face-to-face or phone contact with youth, family members and/or collateral contacts to provide case management and support. Assistance to school personnel in communicating with program families and facilitating linkages with community resources.	Ongoing parental involvement activities	Lecture, class discussion, small group discussion, simulation, experience, or individual project	K-12

The program seeks to accomplish four (3) major objectives:

- Significantly increase the mastery of program-specific skills and other developmentally appropriate life skills
- Measurably advance the academic progress of students
- Successfully transition the range of participants into a bilateral agreement of cooperation with one another.

Program Entities of Emphasis

- Arts Instruction
- Arts Intervention
- Cultural Activities
- Remedial/Expressive Arts
- Theatrical Stage Performances
- Out-of-School/Public Arts Exhibitions and Performances
- Historical Attractions/Site Visit

Program Highlights:

- Multi-Cultural Stage Productions
- Historical Community Attractions
- Theatrical Dance Creations
- Musical Theatre Production
- Promotes Pompano Beach as a Tourist Area

Exhibit 3

**CITY OF POMPANO BEACH
ADMINISTRATIVE 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.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY**

PAGE 2

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.

**CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY****PAGE 3**

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.


Dennis W. Beach, City Manager

Exhibit 4



Background Consent/Release Form

Organization _____

Applicant's Legal Name (printed)

Social Security Number _____ **Date of Birth** _____

Applicant's Address

City _____ **State** _____ **Zip** _____

I, _____, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name:

_____ **Date:** _____

Signature:

Exhibit 5- Insurance Requirements

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 \$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		
—	owned		
—	hired		
—	non-owned		

REAL & PERSONAL PROPERTY			
XX	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
XX	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

Exhibit 5- Insurance Requirements

survive the termination or expiration of the Agreement for a period of four (4) 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.

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

Exhibit 5 - Embracing Team, Inc. Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2016

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME PHONE (888) 202-3007 FAX E-MAIL contact@hiscox.com ADDRESS
INSURED Embracing Team Inc. 901 NW 10th Street Pompano Beach, FL 33060	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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.					
INSURER	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	UDC-1008766-CGL-16	08/31/2016	08/31/2017
APPROVED RISK MANAGEMENT DATE: 4/14/16 BY: [Signature] HR Director					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			
A	Professional Liability	Y	UDC-1808766-EO-16	08/31/2016	08/31/2017
LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ S/T Gen Agg COMBINED SINGLE LIMIT (E&O) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$					
Each Claim \$1,000,000 Aggregate \$1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Reports Schedule, may be attached if more space is required)

City of Pompano Beach is an Additional Insured. The Hiscox Commercial General Liability Policy covers property damages subject to policy terms and conditions. The Hiscox General Liability Policy UDC-1808766-CGL is endorsed with waiver of subrogation endorsement E5402 in favor of City of Pompano Beach. Sexual misconduct, sexual abuse and/or child abuse is subject to the \$200,000 sublimit per the Professional Liability Policy terms and conditions.

CERTIFICATE HOLDER City of Pompano Beach 1801 NE Sixth Street Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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Parks, Recreation and Cultural Arts
City of Pompano Beach, Florida

1801 NE 6th Street, Pompano Beach, Florida 33060 | p: 954.786.4111 | f: 954.786.4113

8/25/16

Embracing Team, Inc
P.O. Box 668402
Pompano Beach, FL 33060

Dear Latoya Almonord,

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.

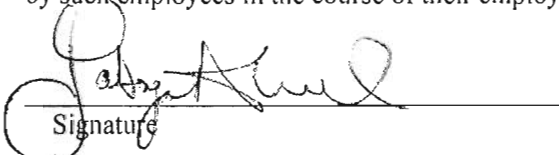
The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

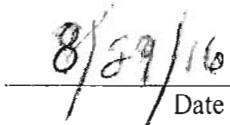
Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 1801 NE 6th Street Pompano Beach, 33060. If you have any questions about this letter please telephone me at _____.

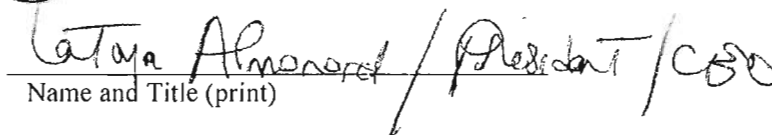
Very truly yours,

Jonathan Nasser
Interim Recreation Manager

Embracing Team Inc, has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Embracing Team 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


Date


Name and Title (print)