

RESOLUTION NO. 2015- 228

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 POMPANO PIRANHAS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO THE POMPANO PIRANHAS SWIM TEAM; 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 Pompano Piranhas, Inc., to provide voluntary leadership, administrative and coaching services to the Pompano Piranhas Swim Team, 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 Pompano Piranhas, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of March, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

FP/ds

2/19/15

l:reso/2015-224f

City of Pompano Beach

LICENSE AGREEMENT

with

Pompano Piranhas, Inc.

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Orig. 18

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 27th day of March, 2015, by and between:

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

and

POMPANO PIRANHAS, INC., a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to the Pompano Piranhas, a local competitive USA swim team, USA water polo team and Youth Lifesaving Team; and

WHEREAS, the CITY recognizes LICENSEE as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 2 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained Pompano Beach Aquatic Center (the "Aquatic Center") to provide leadership, administrative and coaching services to the Pompano Piranhas Swim Team (the "Program" as further detailed in Exhibit 1); 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

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

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

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

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

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

1. Pompano Piranhas, Inc. is a Florida non-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause Pompano Piranhas, 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.

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

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

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

6. 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 competitive U.S.A. swim team administrators and coaches currently practicing under similar circumstances in the same locality.

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

8. 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 City hereby engages LICENSEE to serve as its Program Administrator for the Pompano Piranhas Swim Team at the Aquatic Center for a term of three (3) years, commencing Mar. 27, 2015, and ending Mar. 26, 2018. 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.

ARTICLE 4 RESPONSIBILITIES OF LICENSEE

LICENSEE shall provide the leadership, administrative and coaching 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. 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.

LICENSEE shall perform the duties set forth below at the Aquatic Center, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Pompano Piranhas Swim Team Program at the Aquatic Center, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive swim team. LICENSEE's provision of all merchandise and services at Aquatic Center, including private and group swimming lessons, shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.

3. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against LICENSEE's provision of services or sale of merchandise under this Agreement.

4. LICENSEE is responsible for hiring and managing its own administrative and coaching 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.

5. LICENSEE shall be solely responsible for compensating its administrative and coaching 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.

6. LICENSEE shall be responsible to ensure that all its administrative and coaching 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.

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

8. LICENSEE shall develop a comprehensive competitive swim lesson program for youth of both sexes ages infant-18, which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the Aquatic Center, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

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

10. 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 and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. 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 goods and 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.

11. LICENSEE shall develop, organize and promote Pompano Piranhas Swim Team leagues, tournaments, socials and member relations at the Aquatic Center.

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

ARTICLE 5 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the Aquatic Center 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.).

B. CITY shall provide LICENSEE with the use of the Aquatic Center 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 the Aquatic Center due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

C. CITY shall be responsible to promptly conduct the background checks on LICENSEE's coaches providing services under this Agreement.

ARTICLE 6 ACCOUNTING, RECORDKEEPING AND BACKGROUND CHECK PROCEDURES

A. 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.

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates and time of all Pompano Piranhas Swim Team members utilizing the Aquatic Center which shall at all times be available to CITY personnel.

D. At least one week prior to any coach of LICENSEE providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release (Exhibit 3) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. No coach of LICENSEE is authorized to provide services under this Agreement until the CITY has provided its written approval of such person(s).

ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE AQUATIC CENTER

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the Aquatic Center for special group functions upon reasonable written notice to LICENSEE.

ARTICLE 8 LICENSEE'S INDEMNIFICATION OF CITY

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Aquatic Center.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the Aquatic Center 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 Aquatic Center 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 Aquatic Center.

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 2. 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

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 16 herein.

C. 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 16 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 16 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
ANNUAL PERFORMANCE GOALS AND EVALUATION

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as set forth in Exhibit 1. The CITY shall provide LICENSEE with a written summary of said evaluation and provide an adequate opportunity for LICENSEE to discuss its evaluation with the CITY's Recreation Programs Administrator.

ARTICLE 13 TERMINATION

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advances written notice to LICENSEE in accordance with Article 16 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 16 herein.

ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT

LICENSEE agrees not to discriminate against any of it's or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

ARTICLE 15 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 16 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:

Nemia L. Schulte, Vice President
Pompano Piranhas, Inc.
201 SE 24th Avenue
Pompano Beach, Florida 33062
E-Mail: nemia2000@aol.com
Phone: (954) 849-4631
Fax: (954) 942-0146

**ARTICLE 17
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 18
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.

Nemia L. Schulte shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 19
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 20
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 21
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 22
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 23
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 24
MISCELLANEOUS TERMS AND CONDITIONS

A. Each March 1st under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that calendar year. In addition, to the extent possible, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

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

C. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

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

E. LICENSEE agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

ARTICLE 25
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 26
APPROVALS

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

ARTICLE 27
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 28 BINDING EFFECT

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

ARTICLE 29 NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 30 LICENSE NOT LEASE

Both parties acknowledge and agree this license shall not be deemed a lease of the Aquatic Center but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to the Pompano Piranhas Swim Team, including the sale of attendant goods and services.

ARTICLE 31 ENTIRE AGREEMENT AND INTERPRETATION

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

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

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein

shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

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

"CITY":

Witnesses:

Christine Kendel

Christine Kendel

Shelley R. Bartholomew

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

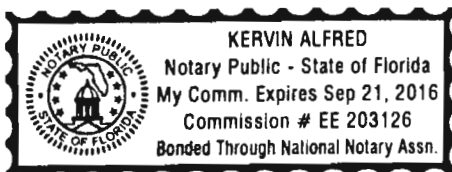
Approved As To Form:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of March, 2015, 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:



Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

"LICENSEE":

Witnesses:

Mark A. Beaudreau
mark A. Beaudreau
Scott Moore
Scott Moore

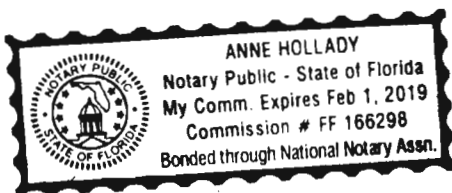
POMPANO PIRANHAS, INC., a Florida non-profit corporation

By: Nemia L. Schulte
Nemia L. Schulte, Vice-President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of
March, 2015, by Nemia L. Schulte, Vice-President of Pompano Piranhas, Inc., a
Florida non-profit corporation. she is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA
Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)
FF 166298
Commission Number

l:agr/recr/2015-571f
2/23/15

Exhibit 1

Scope of Services for License Agreement (“Agreement”) Between City of Pompano Beach (“CITY”) and Pompano Piranhas, Inc. (“LICENSEE”)

- Provide a year round competitive swimming and lifesaving program for youths ages infants to 18 through the guidance of USA Swimming, USA Water Polo, United States Lifesaving Association, and any other aquatic program;
- Plan, administer, coordinate, supervise and staff all aspects of the Piranhas Program, including day to day operations, swim meets, water polo tournaments, lifesaving competitions and member relations;
- Provide a schedule of upcoming practices, swim meets, water polo matches/tournaments, or lifesaving competitions or social gatherings in a timely manner;
- Provide certified USA Swimming Coaches, USA Water Polo Coaches, USLA lifesaving coaches that have been cleared through these organizations’ background checks;
- Maintain an open line of communication with Aquatic Center Staff; and
- Record and preserve complete and accurate records for all activities and revenues generated under the Agreement, including attendance logs that provide the names, dates, times and location of all participants utilizing the Aquatic Center.

PIRANHAS POOL SCHEDULE

During the School Year (August to May)

50 meter Pool (Swim Team)

- | | | | |
|-----------------|-------------------------|------------|-------------|
| • 5:30-7:00 am | Monday/Wednesday/Friday | LC 6 LANES | SC 10 LANES |
| • 4:00-7:00 pm | Monday to Friday | LC 6 LANES | SC 10 LANES |
| • 8:00-10:00 am | Saturday | LC 6 LANES | SC 10 LANES |
| • 2:00-4:00 pm | Saturday | LC 6 LANES | SC 10 LANES |

50 meter Pool (Water Polo Program)

- | | | |
|----------------|------------------|------------------------|
| • 5:30-7:00 pm | Monday to Friday | Deep End / Diving well |
| • 2:00-4:00 pm | Saturday | Deep End / Diving well |

25 meter Pool (Warm Pool)

- | | | | |
|--------------------|------------------|---------|--------|
| • 3:30-6:30 pm | Monday to Friday | 2 LANES | 1 WING |
| • 9:00 am-12:00 pm | Saturday | 2 LANES | 1 WING |

Summer Time (June to August)

50 meter Pool (Swim Team)

- | | | | |
|--------------------|------------------|------------|-------------|
| • 8:00 am-12:00 pm | Monday to Friday | LC 6 LANES | SC 10 LANES |
| • 4:00-7:00 pm | Monday to Friday | LC 6 LANES | SC 10 LANES |
| • 8:00-10:00 am | Saturday | LC 6 LANES | SC 10 LANES |
| • 2:00-4:00 pm | Saturday | LC 6 LANES | SC 10 LANES |

50 meter Pool (Water Polo Program)

- | | | |
|----------------|------------------|------------------------|
| • 5:30-7:00 pm | Monday to Friday | Deep End / Diving well |
| • 2:00-4:00 pm | Saturday | Deep End / Diving well |

25 meter Pool (Warm Pool)

- | | | | |
|--------------------|------------------|---------|--------|
| • 9:00 am-12:00 pm | Monday to Friday | 2 LANES | 1 WING |
| • 3:30-6:30 pm | Monday to Friday | 2 LANES | 1 WING |
| • 9:00 am-12:00 pm | Saturday | 2 LANES | 1 WING |

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

The Piranhas are guaranteed a minimum of 10 lanes for short course or 6 lanes for long course, but may use up to 13 lanes for short course or 8 lanes for long course, based upon public usage and demand.

Swim Meets/Water Polo Tournaments/Lifesaving Competitions

LICENSEE shall have the following:

- No less than four (4) “Sizzler” Swim Meets and four (4) USA Swim Meets to be hosted at the Aquatic Center. The LICENSEE may use up to 12 SC lanes for the Sizzler Meets, and up to 14 SC lanes (or 8 LC lanes) for the USA Swim Meets.
- No less than three (3) water polo matches/tournaments.
- No less than two (2) lifesaving competitions.

In the event that LICENSEE hosts an “International” or “Elite Meet” at the Aquatic Center consisting of at least two days, LICENSEE may elect to compensate the City the sum of \$300.00 for each day of the meet (or \$150.00 for a half-day usage) for the usage fees of the Aquatic Center.

The CITY shall close the Aquatic Center to the public during these events.

The number of swim meets/water polo matches and tournaments, and lifesaving competitions, is subject to change each year due to the schedule provided by the respective organizations of each sport. On or before January 31st of each calendar year, LICENSEE shall notify the CITY of the number of swim meets/water polo matches/lifesaving competitions that LICENSEE shall host at the Aquatic Center.

Use of Meeting Room in Pompano Beach Civic Center (during June to July only)

The CITY shall allow LICENSEE the use of one room in the Pompano Beach Civic Center to accommodate no more than 40 children for a period of four hours only (from 12:00 p.m. to 4:00 p.m.), Monday through Friday for the entire months of June and July only, when applicable. In the event the CITY is unable to fully accommodate LICENSEE on any of these dates due to conflicts of scheduling by the CITY, the CITY shall attempt in good faith to provide alternative accommodation at other facilities of the CITY and shall provide transportation in such cases.

Non-Competition During Piranhas’ Pool Schedule

The CITY agrees that during the times of the Piranhas Pool Schedule as set forth above, no other USA Swim Team, USA Water Polo Team or USLA lifesaving team (or any other team which may be in direct competition with LICENSEE) may be allowed to practice or utilize the Aquatic Center.

For purposes of this Agreement, the term “in direct competition” shall mean any person or entity that is engaged in providing the same or similar type of services or products as LICENSEE, regardless as to whether such person or entity engages in competition events for

its members. This provision shall not apply to those out-of-state teams who are utilizing the Aquatic Center on a temporary basis.

The Non-Competition provision herein shall apply to only during those times in which LICENSEE is utilizing the Aquatic Center pursuant to this Agreement.

Piranhas' Annual Registration Dues for Aquatic Center

LICENSEE agrees that it shall pay to the CITY, on an annual basis, the amount of \$40.00 for each of its registered members which LICENSEE receives for its Team Annual Registration dues from its members. Concurrent with the annual payment to the CITY, LICENSEE shall provide the CITY with a roster of its members which will provide the complete name, address, phone number and email address of each member of LICENSEE from whom LICENSEE collected such amount. (By way of example, if LICENSEE receives annual registration dues from 100 members, LICENSEE shall pay the CITY the annual amount of \$4,000.00 for membership dues.)

Such dues shall represent the "Piranhas Registration Dues" for the Aquatic Center. All individual members of LICENSEE whose names have been submitted to the CITY shall have an registered through the Aquatic Center and shall be afforded the enjoyment and use of the Aquatic Center anytime during its normal business hours generally opened to the public, along with those practice times as set forth above.

Since LICENSEE obtains the bulk of its Team Annual Registration dues from its members in June of each year, LICENSEE shall provide the annual Piranhas Registration Dues to the City no later than July 1st of each year, along with a roster of all members who have paid such registration dues.

With respect to those members of LICENSEE who join the organization of LICENSEE after the month of June, LICENSEE shall provide the Piranhas Registration Dues to the CITY on or before December 31st of each year, and provide the roster of the additional, new members of LICENSEE from whom it collected the Piranhas Registration dues.

The annual Piranhas Registration of the Aquatic Center for the individual members of LICENSEE, shall commence at the time the CITY receives the individual member's name from LICENSEE, either on July 1st or December 31st, and shall be in effect for twelve consecutive months from the date of receipt of such registration dues by the CITY.

First Name	Last Name	Age	Address	City	Res	Non Res
			201 SE 24th Avenue	Pompano Beach		1
lucas	ahrens	4	551 se 13 ct	pompano beach	1	
gabriel	almond	12	106 lake emerald drive apt#312	oakland park		1
Riley	Andres	6	471 SE 7th Ave	Pompano Beach	1	
Reese	Andres	8	471 SE 7th Ave	Pompano Beach	1	
Eva	Anzola	5	150 sunny isles blvd TH303	sunny isles beach		1
Taylor	Ashley	17	2253 NE 30th street	Lighthouse Point		1
Emilio	Barrantes	12	344 sunshine Dr	Pompano Beach	1	
ramon	barrientos	8	106 lake emerald drive apt#312	oakland park		1
Taylor	Barton	15	2550 NE 22nd Court	Pompano Beach	1	
Isabella	Bengala	10	2237 SE 9TH Street	Pompano Beach	1	
Ava	Bengala	5	2237 SE 9TH Street	Pompano Beach	1	
Christine	Bergamini	15	4301 NE 23rd Terr	Lighthouse Point		1
Patrick	Berroni	8	440 Palm Aire Dr W	Pompano Beach	1	
Lilia	Blanco	8	1345 SW 1st Terrace	Pompano Beach	1	
Lucia	Blanco	6	1345 SW 1st Terrace	Pompano Beach	1	
Kira	Booth	14	471 SE 7th Ave	Pompano Beach	1	
Kali	Booth	16	471 SE 7th Ave	Pompano Beach	1	
adriano	brunetti	7	1606 se 1st street	pompano beach	1	
giuliano	brunetti	9	1606 se 1st street	pompano beach	1	
Nicholas	Calice	12	214 NE 25th Ave	Pompano Beach	1	
Matthew	Calice	15	214 NE 25th Ave	Pompano Beach	1	
Caleb	Caponera	5	7420 NW 5th Street, Ste 105	Plantation		1
Jacqueline	Carvallo	14	2520 ne 15th terrace	Pompano Beach	1	
Sophia	Cavaretta	7	4560 NE2nd Ave	Oakland Park		1
Benjamin	Ciminera	8	4431 nw 8th st	coconut creek		1
Isadora	Coelho	3	551 ne 57th ct	Oakland park		1
Teo	Cohen	4	705 Gardens Dr #102	Pompano Beach	1	
Gabriella	Costello	13	2658 se 11th st	Pompano Beach	1	
Evan	Cutt	5	291 SE 9 Court	Pompano Beach	1	
Karina	Dejohn	11	2921 NE 22 Court	Pompano Beach	1	
Hunter	DeVona	8	15 St Nicholas Pl	Red Bank		1
Harrison	DeVona	7	15 St Nicholas Pl	Red Bank		1
Shane	Didriksen	11	436 NE 23rd Avenue	Pompano Beach	1	
Peyton	Didriksen	8	436 NE 23rd Avenue	Pompano Beach	1	
Christian	Emile	5	3212 NE 12th street apt 306	Pompano beach	1	
Xander	Escobar	10	1500 Se 1st St	Pompano Beach	1	
Samantha	Escobar	8	1500 Se 1st St	Pompano Beach	1	
Rebekah	Escuage	21	708 NE 11th ave	pompano beach	1	
emma	etue	4	2205 s. cypress bend drive, #903	pompano beach	1	
amanda	fernandes	4	924 se 16 pl	deerfield beach		1
Claira	Frain	14	1320 Seminole Drive	Ft Lauderdale		1
Kaitlyn	Francis	15	2670 NE 22nd court	Pompano Beach	1	
Bailey	Francis	8	2670 NE 22nd court	Pompano Beach	1	
Carlos	Garriga-Dominguez	15	8423 shadow ct.	coral springs		1
steven	gary	9	1317 se 2 street	pompano beach	1	
Kelly	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Brooke	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Megan	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Masha	Goncharenko	11	2951 NE 9-th Ave	Pompano Beach	1	
Christopher	Griffin	7	1931 NE 28 Ct	LIGHTHOUSE POINT		1
Brody	Griffin	4	1931 NE 28 Ct	LIGHTHOUSE POINT		1
utku	guney	14	628 nw 47 st	pompano beach	1	
EMMA	GURDUS	12	2470 SE 8TH COURT	POMPANO BEACH	1	
SARAH	GURDUS	14	2470 SE 8TH COURT	POMPANO BEACH	1	
Vivianne	Hache	9	1560 NE 33rd St	Pompano Beach	1	
Ronald	Hache	42	1560 NE 33rd St	Pompano Beach	1	
Ronald	Hache	14	1560 NE 33rd St	Pompano Beach	1	
Noah	Hanks	5	1901 NE 27th Street	Lighthouse Point		1
Alyson	Hardin	54	PO Box 267895	Weston		1

Rose	Hawley	43	109 Pennock Landing Circle	Jupiter		1
Andrew	Hayes	10	2721 NE 9th Terrace	Pompano Beach	1	
Kathryn	Hayes	7	2721 NE 9th Terrace	Pompano Beach	1	
Kira	Heath	11	278 sw 7th ct.	pompano beach	1	
Christian	Henderson	13	371 SE 5th Terrace	Pompano Beach	1	
Daniela	hernandez	8	701 ne 30 st	Pompano.beach	1	
Kyle	Jensen	4	2144 NE 61st Court	Fort Lauderdale		1
Courtney	Jensen	7	2144 NE 61st Court	Fort Lauderdale		1
sky	junhasiri miller	5	140 se 11 st	pompano beach	1	
CHARLI	JURVIC	9	6500 NE 21st Lane	Fort Lauderdale		1
Gia	Jurvic	5	6500 NE 21st Lane	Fort Lauderdale		1
Daniel	Kelley	11	2831 NE 34th Court	Lighthouse Point		1
Spencer	Kelly	14	2113 NE 29th Court	Fort Lauderdale		1
Chad	Kersey	15	2328 SE 13 Street	Pompano Beach	1	
Brock	Kiene	9	1437 SE 3 St	Pompano Beach	1	
JOAO	LOPES-SILVA	6	170 CYPRESS CLUB DRIVE # 724	POMPANO BEACH	1	
Davin	Louis	8	400 NE 2nd Street	Pompano Beach	1	
Denzel	Louis	11	400 NE 2nd Street	Pompano Beach	1	
Mia	Marquez	14	3600 NW 23rd Place	Coconut Creek		1
Alex	Marquez	13	3600 NW 23rd Place	Coconut Creek		1
Raymond	Marquez	44	3600 NW 23rd Place	Coconut Creek		1
Brody	McClaine	7	2225 Imperial Point Dr	Fort Lauderdale		1
Becket	Menacho	5	344 sunshine Dr	Pompano Beach	1	
Vincent	Micheletti	7	140 SW 12th St	Pompano Beach	1	
DON	MITCHELL	68	1528 SE 11 STREET	FORT LAUDERDALE		1
Victoria	Miyamoto	15	9939 Boca Gardens Trail unit:C	Boca Raton		1
Emerson	Miyamoto	43	9939 Boca Gardens Trail unit:C	Boca Raton		1
Raina	Moffat	8	3400 NE 14th Terrace	Pompano Beach	1	
Dallen	Morejon	7	1636 SE 1st Street	Pompano Beach	1	
Hermes	Oliva	52	1161 nw 101 way	Plantation		1
Sophia	Oliva	19	1161 nw 101 way	Plantation		1
Daniel	Oliveira	15	150 SE 7th Street, Unit 8	Deerfield Beach		1
maximo	otazu	8	2350 ne 14 street #315	pompano beach	1	
Bence	Perez	8	2430 NE 9TH TER	POMPANO BEACH	1	
Julian Teoman	Petrowski	8	710 N. Ocean Blvd. #809	Pompano Beach	1	
Ceylin	Petrowski	4	710 N. Ocean Blvd. #809	Pompano Beach	1	
Dante	Poe	13	3100 NE 49th Street, 706	Fort Lauderdale		1
Dante	Poe	13	1111 E Sunrise Blvd., Apt. 910	Fort Lauderdale		1
Istana	Poe	11	3100 NE 49th Street, 706	Fort Lauderdale		1
keila	putinaite	11	212 se 22nd ave apt 1	pompano beach	1	
Christian	Quinones	11	2741 NE 15th St	Pompano Beah	1	
Alejandro	Quinones	15	2741 NE 15th St	Pompano Beah	1	
OLIVIA	RAPP	8	2600 NE 5 STREET	POMPANO BEACH	1	
SOPHIA	RAPP	10	2600 NE 5 STREET	POMPANO BEACH	1	
ENZO	REIS	5	3308 SE 2ND STREET	POMPANO BEACH	1	
Alina	Rodriguez	5	1250 SE 7th Ave	Pompano Beach	1	
Rachel	Roeder	11	139 SE 3rd Ave.	Pompano Beach	1	
Marianne Robin	Russo	55	2421 NE 45 Street	LIGHTHOUSE POINT		1
Jonathan	Sanchez	5	3411 Ne 14 Ave	Pompano Beach	1	
Bryan	Sanchez	8	3411 Ne 14 Ave	Pompano Beach	1	
Jocelyn	Sanchez	9	3411 Ne 14 Ave	Pompano Beach	1	
Lauren	Sandell	7	24 NE 15 Ave	Pompano Beach	1	
Mattheus	Santos	13	1843 Coral heights Lane	Oakland Park		1
Raphael	Santos	12	1843 Coral heights Lane	Oakland Park		1
YAM	SARID	6	3213 Dover rd	Pompano beach	1	
Alexander	Saucha	9	1361 S. Ocean Blvd 202	Pompano Beach	1	
Lee	Scharf	37	1367 S.E. 3rd Ave.	Pompano Beach	1	
Julia	Schulte	18	201 SE 24th Avenue	Pompano Beach	1	
Shane	Schulte	14	201 SE 24th Avenue	Pompano Beach	1	
Christopher	Schulte	16	201 SE 24th Avenue	Pompano Beach	1	
Jake	Schulte	10	201 SE 24th Avenue	Pompano Beach	1	

Summer	Schulte	12	201 SE 24th Avenue	Pompano Beach	1	
Sione	Sizemore	12	15 SE 13th Avenue	Pompano Beach	1	
Sloan	Sizemore	14	15 SE 13th Avenue	Pompano Beach	1	
Santana	Sizemore	16	15 SE 13th Avenue	Pompano Beach	1	
Mareta	Sizemore	45	15 SE 13th Avenue	Pompano Beach	1	
jack	stiffler	5	1 Winona Lane	Sea Ranch Lakes		1
Leonora	Stojanovic	5	2621 NE 48th Court	Lighthouse Point		1
london	sudlow	4	1136 sw 2nd avenue	pompano beach	1	
Colton	Sutton	6	4301 NW 2nd Court	Coconut Creek		1
MARCUS	SZABO	9	2765 SE 2 ST	POMPANO BEACH	1	
Gabrielle	Taylor	8	821 N. Riverside Dr #701	Pompano Beach	1	
Mason	Udell	6	1421 South Ocean Blvd. #305	Pompano Beach	1	
KAYA	ULUCAY	5	200 SE 5TH CT	POMAPNO BEACH	1	
Reagan	Van Buskirk	7	2236 NE 31 St	Lighthouse Point		1
Wyatt	Van Buskirk	5	2236 NE 31 St	Lighthouse Point		1
Jesse	Vassallo	53	The Pool	Pompano Beach	1	
Victor	Vassallo	21	3210 SE 10st apt 2A	Pompano Beach	1	
Alejandro	Vassallo	18	3210 SE 10st apt 2A	Pompano Beach	1	
Bethsy	Vassallo	50	3210 SE 10st apt 2A	Pompano Beach	1	
Amanda	Walker	11	2550 Ne 11th Street	Pompano Beach	1	
Diesel	Warywoda	5	3351 NE 13 Ave	Pompano Beach	1	
Magnus	Warywoda	6	3351 NE 13 Ave	Pompano Beach	1	
Fatimah	Westbrook	16	4430 NW 25th Place	Lauderhill		1
Stephanie	Wild	24	3047 NW 91st AVE	Coral Springs		1
Victor	Zielinski	17	670 North East 56 CT	Oakland park		1
Alicja	Zielinski	14	670 North East 56 CT	Oakland park		1
Victoria	Zielinski	14	670 North East 56 CT	Oakland park		1
Tyler	Zuyus	14	2506 NE 30th Street	Fort Lauderdale		1
					94	55

RESIDENTS - 94
NON-RESIDENTS - 55

**CITY OF POMPANO BEACH
INDEPENDENT GROUP USE REQUEST**

Independent Group Name: **Pompano Piranhas, Inc.**

Brief Description of Program:

Piranhas Swim Team (Aquatic Program)

Specific Dates of Program for Use of Pompano Beach Aquatic Center:

August thru May:

M-F	5:30-7:00am	10 SC Lanes or	6 LC Lanes
Saturday	8:00-10:00am	10 SC Lanes or	6 LC Lanes
Saturday	2:00-4:00pm	10 SC Lanes or	6 LC Lanes
M-F	4:00-7:00pm	10 SC Lanes or	6 LC Lanes
M-F	3:30-6:30pm	Wing of Small pool (2 Lanes 1 wing)	
Saturday	9:00am-noon	Wing of Small pool (2 Lanes 1 wing)	

June to August:

M-F	8:00am-noon	10 SC Lanes or	6 LC Lanes
M-F	4:00-7:00pm	10 SC Lanes or	6 LC Lanes
Saturday	8:00-10:00am	10 SC Lanes or	6 LC Lanes
Saturday	2:00-4:00pm	10 SC Lanes or	6 LC Lanes
M-F	9:00am-noon	Wing of Small pool (2 Lanes)	
M-F	3:30-6:30pm	Wing of Small pool (2 Lanes)	
Saturday	9:00am-noon	Wing of Small pool (2 Lanes)	

In addition, up to four (4) "Sizzler" Swim Meets, four (4) USA Swim Meets, three (3) water polo matches/tournaments, and two (2) lifesaving competitions per year to be conducted during the hours and days above, or at a mutually agreeable time and date.

During Long Course Season (April 1st through August 31st), the pool lanes shall be long course lanes at least five times per week.

The Piranhas are guaranteed a minimum of 10 lanes for short course or 6 lanes for long course, but may use up to 13 lanes for short course or 8 lanes for long course, based upon public usage and demand.

Specific Dates of Program for Use of Pompano Beach Civic Center:

June 1st to July 31st:

M-F

Noon-4:00pm

**One room to accommodate no less than
40 swimmers**

Field users must attach an approved weekly schedule.

Requested Facility/Fields: **Pompano Beach Aquatic Center**

Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) **May require
Public Event Permit**

**Four (4) "Sizzler" Swim Meets, four (4) USA Swim Meets, three (3) water polo
matches/tournaments and two (2) lifesaving competitions**

Scheduling Contact Person: **Jesse Vassallo or Nemia Schulte**

Phone #: **(954) 849-4631**

Email Address: **nemia2000@aol.com**

Submitted By: _____

Date: _____

Approved By: _____

Date: _____

EXHIBIT 2

INSURANCE REQUIREMENTS

CONTRACTOR/LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR/LICENSEE is responsible to deliver to the CITY's Risk Manager for his 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/LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR/LICENSEE under this Agreement.

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

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

B. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 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	
xx	underground hazard	
xx	products/completed operations hazard	bodily injury and property damage combined
xx	contractual insurance	bodily injury and property damage combined
xx	broad form property damage	bodily injury and property damage combined
xx	independent contractors	personal injury
xx	personal injury	
xx	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

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

xx comprehensive form
xx owned
xx hired
xx non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

xx	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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C. Employer's Liability. CONTRACTOR/LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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

Exhibit 2
Insurance – Pompano Beach Piranas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2015

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 Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712		CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:		FAX (A/C No.): 602-274-9138
INSURED POMPAÑO BEACH PIRANAS USA Swimming, Inc dba USA Swimming 820 NE 18TH AVE POMPAÑO BEACH, FL 33060		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NATIONAL CAS CO		11991
		INSURER B: MUTUAL OF OMAHA INS CO		71412
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 42810948

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	KK0000000048566-00	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COM/OP AGG \$ 2,000,000 Abuse/Molestation \$ 1,000,000
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	X	X	KK000000004856700	01/01/15	01/01/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH- <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident-Medical			T5MFSP35054	01/01/15	01/01/16	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES.
 Abuse/Molestation Aggregate on the General Liability Policy is \$5,000,000. Abuse/Molestation is excluded in the Excess Liability Policy. Excess Medical/Dental Accident coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.
 30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER

City Of Pompano Beach
 Scott Moore
 1801 NE 6th St
 Pompano Beach, FL 33060

APPROVED
 RISK MANAGEMENT
 ON: 01/27/15
 BY: JFM
 USA

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

Carolyn J. Blumit

Exhibit 3

Release for Background Checks

Pompano Piranhas, Inc. Agreement



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:

**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

This certifies that

Jesse Vassallo

POMP-FG 080061JESDVASS

Background: 01/31/2017

CPR: 12/23/2015

Ath. Protection: 12/31/2017

Safety Training: 12/30/2015

In a coach member of USA Swimming
By accepting a membership of USA Swimming, I hereby agree to abide
by the rules, regulations and Code of Conduct of USA Swimming.



Valid To 12/23/2015

This certifies that

Betsy Vassallo

POMP-FG 041366BET*VASS

Background: 01/31/2017

CPR: 12/23/2015

Ath. Protection: 12/31/2017

Safety Training: 12/30/2015



**American
Red Cross**

Marianne Robin Russo

has successfully completed requirements for

Adult First Aid/CPR/AED: valid 2 Years

Date Completed: 01/10/2015

conducted by: American Red Cross

Instructor: Fida Guberek

Sandy Robbins



to verify
Scan code or visit
redcross.org/verify

Progress Report

<http://enr.classes.redcross.org/learningcenter/1103/C151>



**American
Red Cross**

Progress Report

Russo, Marianne Robin

has successfully completed the online portion for

Safety Training for Swim Coaches

Successful completion of the in-water skills session is required for certification.

01/16/2015

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Non Profit Corporation**

POMPANO PIRANHAS, INC.

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Principal Address201 S.E. 24TH AVENUE
POMPANO BEACH, FL 33062

Changed: 03/13/2009

Mailing Address201 S.E. 24TH AVENUE
POMPANO BEACH, FL 33062

Changed: 03/13/2009

Registered Agent Name & AddressSCHULTE, NEMIA L
201 S.E. 24TH AVENUE
POMPANO BEACH, FL 33062

Name Changed: 06/09/2008

Address Changed: 03/13/2009

Officer/Director Detail**Name & Address**

Title PRES

MARQUEZ, RAYMOND
3600 NW 23rd Place
Coconut Creek, FL 33066

Title VP

Schulte, Nemia L
381 SE 5th Terrace
Pompano Beach, FL 33060

Title TREA

Schulte, Nemia L
381 SE 5th Terrace
POMPANO, FL 33060

Title SEC

Escuage, Tami
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POMPANO BEACH, FL 33060

Annual Reports

Report Year	Filed Date
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2015	01/15/2015

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