

Org. 7

RESOLUTION NO. 2018- 211

**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 XPRESS YOUTH DEVELOPMENT INSTITUTE, INC. TO USE VARIOUS CITY OWNED FACILITIES TO PROVIDE A TRACK AND FIELD PROGRAM; 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 Xpress Youth Development Institute, Inc., to use Mitchell Moore Park or McNair Park for a track and field program, a copy of which 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 Xpress Youth Development Institute, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of July, 2018.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

03.7

City of Pompano Beach

LICENSE AGREEMENT

with

**Xpress Youth Development Institute,
Inc.**

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Representations	1
2	Non-Assignability and Subcontracting	2
3	Term and Renewal	3
4	Insurance	3
5	Public Records Procedures	4
6	Recordkeeping, Inspection and Audit	5
7	Responsibilities of LICENSEE	5
8	Responsibilities of CITY	7
9	Miscellaneous Terms and Conditions	7
10	Indemnification of CITY	8
11	Independent Contractor	9
12	No Discrimination	9
13	Public Entity Crimes Act	9
14	Notices and Demands	9
15	Governing Law and Venue	10
16	Contract Administrator	10
17	No Contingent Fee	10
18	Attorney's Fees	11
19	Force Majeure	11
20	Waiver and Modification	11

TABLE OF CONTENTS, cont.

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	Severability	12
22	Approvals	12
23	Absence of Conflicts of Interest	12
24	Binding Effect	12
25	License not Lease	12
26	Termination	12
27	No Waiver of Sovereign Immunity	13
28	City's Right to Authorize Use of the City Properties	13
29	Counterparts	14
30	Entire Agreement and Interpretation	14

INDEX OF EXHIBITS

Exhibit A	Scope of Authorization
Exhibit B	Insurance
Exhibit C	Accounting and Recordkeeping Procedures
Exhibit D	City's Youth Programs Background Screening Policy
Exhibit E	RFP E-07-18 Youth Athletic Programs

THIS LICENSE AGREEMENT ("Agreement"), entered into this 13 day of July, 2018, by and between:

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

and

XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., a Florida not-for profit corporation (hereinafter "LICENSEE").

WHEREAS, LICENSEE desires to utilize the City's Mitchell/Moore Park or McNair Park located at 901 NW 10th Street and 951 NW 27th Ave. respectively (the "Properties") as alternate facilities to the Broward County Blanche Ely High School to provide a track and field program (collectively the "Program" described in Exhibit A, Scope of Authorization);

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

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

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

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

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

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

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

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

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

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement. Other terms and conditions are included in the specifications and response to the competitive solicitation expressly incorporated herein as Exhibit E, RFP E-07-18, Youth Athletic Programs. Any inconsistency between this Agreement and any Exhibit, shall be resolved by giving precedence to this Agreement.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

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

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

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

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

ARTICLE 3 TERM AND RENEWAL

The term of this Agreement is for five (5) years and shall commence upon execution by both parties.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) period of five (5) years upon the written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

ARTICLE 4 INSURANCE

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

ARTICLE 5 PUBLIC RECORDS PROCEDURES

Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

ARTICLE 6 RECORDKEEPING, INSPECTION AND AUDIT

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

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

B. LICENSEE's Responsibility for Damage or Loss of CITY Properties. A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Properties prior to set up and after cleanup of Program. CITY expects the Properties to be restored to the same condition which existed prior to set up of the Program.

If the Properties or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. LICENSEE Responsible for all Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program.

D. Required Licenses, Permits and Authorizations. LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Program on the Properties. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the start of the Program, LICENSEE shall have secured all necessary licenses for conducting the Program. LICENSEE shall be responsible for any fees or dues for said licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Program.

If applicable LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. Compliance With all Laws. In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

F. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Properties which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

G. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

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

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

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct, including conducting criminal background screening of all prospective volunteers, instructors, staff, employees or other agents consistent with Exhibit D,

City's Youth Programs Background Screening Policy" and provide proof of same upon City's request.

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

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

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

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

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

ARTICLE 8 RESPONSIBILITIES OF CITY

CITY is responsible to maintain the Properties and surrounding outdoor areas, including the building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (E.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 7.

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

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

B. CITY's Right To Make Improvements, Modify the Properties and the Number and Manner of Streets Closures. Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Properties, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified

or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

C. Incorporation by Reference. All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

D. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

ARTICLE 10 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Properties except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Properties arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of services provided by CITY under this Agreement and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE.

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

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE 11 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 12 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

ARTICLE 13 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 14 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

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

FOR LICENSEE:

Joseph Ballard
4821 N.W. 19th Street
Coconut Creek, FL 33063
jxpress.jb@gmail.com
(754) 366-9918 office
(954) 943-6747 fax

**ARTICLE 15
GOVERNING LAW AND VENUE**

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

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

**ARTICLE 16
CONTRACT ADMINISTRATOR**

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

B. Joseph Ballard shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

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

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

ARTICLE 18 ATTORNEY'S FEES

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

ARTICLE 19 FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented 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 20 WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

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

ARTICLE 21 SEVERABILITY

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

ARTICLE 22 APPROVALS

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

ARTICLE 23 ABSENCE OF CONFLICTS OF INTEREST

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

ARTICLE 24 BINDING EFFECT

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

ARTICLE 25 LICENSE NOT LEASE

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Properties but rather a license granted to LICENSEE by CITY to provide the Program activities, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Properties in "as is" condition.

ARTICLE 26 TERMINATION

A. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. Termination for Convenience of City. Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all

services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. Termination for Safety. CITY may terminate this event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event which threatens the immediate health or safety of the public.

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

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default, as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 12 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

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

ARTICLE 27 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of the CITY's sovereign immunity as provided for in §768.28, Florida Statutes.

ARTICLE 28 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTIES

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

ARTICLE 29 COUNTERPARTS

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

ARTICLE 30 ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Monahan
Shelly R. Bartholomew

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
GREGORY P. HARRISON, 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 13 day of July, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** 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
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____



"LICENSEE":

Witnesses:

[Signature]

Print Name: Shanquanette Walker

[Signature]

Print Name: Kate Miller

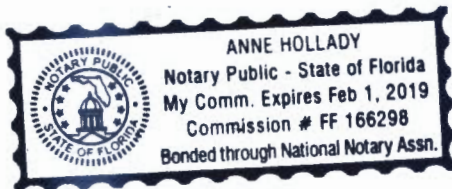
Xpress Youth Development Institute, Inc., a Florida
Not for Profit Corporation

By: [Signature]
Joseph Ballard, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of June, 2018, by Joseph Ballard as President of Xpress Youth Development Institute, Inc., on behalf of the corporation. He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

Exhibit A
Scope of Authorization

A. Introduction/Background

Xpress Youth Development Institute, Inc. (Licensee) provides services to the youth of the City of Pompano Beach (City) through mentoring and track and field coaching and technique improvements. Licensee primarily uses the Broward County Blanche Ely High School track to conduct practices and track meets, however, Licensee may utilize the City's Mitchell/Moore Park or McNair Park located at 901 NW 10th Street and 951 NW 27th Ave

B. Objectives

Licensee shall provide and promote a track and field program and mentoring to youth ages 5-18 and ensures that a minimum of 51 % of program participants shall be residents of the City.

C. Scope of Work

As Licensee desires to utilize the City's facilities, Licensee shall:

- Inform the City of any grant money/sponsorship that is awarded to Licensee
- Host an organized track meet at Blanche Ely High School– Licensee shall use the City's Mitchell Moore or McNair Park as alternate locations as needed.
- Provide transportation to organized track meets with transportation services made available within the City of Pompano Beach
- Register participants with AAU organization and shall be responsible for any subsequent fees
- Register organization with AAU organization which provides insurance benefits
- Complete all registration transactions
- Set their own amount for all fees associated with the program which are outside those stipulated under RFP E-07-18 and City Code of Ordinances

D. Work Breakdown Structure

The practice season shall be January 1- June 30 and practice time will be from 5:00pm-8:00pm/

Each January 31st under this Agreement, Licensee shall provide the City's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule. 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.

Exhibit A
Scope of Authorization

E. Summary Schedule of Tasks and Deliverables

Compensation - Licensee shall pay on a quarterly basis the City a fee of 10% of the revenue from each non-resident participant as compensation for the use of the City's Property and services hereunder. Complete roster and quarterly compensation shall be sent to Parks, Recreation and Cultural Arts Department, Attention Recreation Programs Administrator, 1801 NE 6th Street, Pompano Beach, FL 33060.

Trash and Clean-up of Permitted Area - Licensee shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. Licensee shall further be responsible for dismantling and removing all supplies and equipment.

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

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

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

EXHIBIT "B"

INSURANCE REQUIREMENTS

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 at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

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

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

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

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

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

B. Liability Insurance.

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

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

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

Minimum \$200,000 Per Occurrence and
\$300,000 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 LICENSEES	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$200,000 Per Occurrence and \$300,000 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

— 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
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

Exhibit B

CERTIFICATE OF INSURANCE		PRINT DATE: 2/23/2018 CERTIFICATE NUMBER: 20180223594457	
AGENCY:			
Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:		INSURERS AFFORDING COVERAGE:	
USA Track & Field, Inc. Pompano Xpress Track Club 130 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058	
EVENT INFORMATION:			
USATF Registered Club Practices (2/23/2018 - 10/31/2018)			
POLICY/COVERAGE INFORMATION:			
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE: EXPIRES: LIMITS:
A	GENERAL LIABILITY		
	<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM 11/1/2018 12:01 AM
	<input checked="" type="checkbox"/> Participant Legal Liability		
			GENERAL AGGREGATE (Applies Per Event) \$3,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 MEDICAL EXPENSE (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY		
	<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM 11/1/2018 12:01 AM
			EACH OCCURRENCE \$10,000,000 AGGREGATE (Applies Per Event) \$10,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:			
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies. The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002) The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01) The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04). Excess policy follows form of underlying General Liability.			
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> APPROVED <i>By John Mealer at 10:36 am, Feb 26, 2018</i> </div>			
CERTIFICATE HOLDER:		NOTICE OF CANCELLATION:	
City of Pompano Beach 1801 NE 6th Street Pompano Beach FL 33060		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.	
		AUTHORIZED REPRESENTATIVE:	
			

EXHIBIT C

RECORDKEEPING, AND AUDIT PROCEDURES

LICENSEE shall be required to record and preserve complete and accurate records attendant to 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.

LICENSEE shall make available locally at a reasonable time for CITY's examination and audit all attendance logs, sign in sheets, rosters, monthly reconciliations, financial and statistical records and any other documents attendant to LICENSEE's provision of goods and services under this Agreement. 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 the CITY's audit within 10 calendar days.

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

Exhibit D

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



Florida's Warmest Welcome

CITY OF POMPANO BEACH

REQUEST FOR PROPOSALS

E-07-18

YOUTH ATHLETIC PROGRAMS

**RFP OPENING: February 26, 2018 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 26, 2018

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-07-18

YOUTH ATHLETIC PROGRAMS

The City is seeking proposals from qualified firms to provide youth athletic programs to the City.

The City will receive sealed proposals until **2:00 p.m. (local), February 26, 2018**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

The City shall make an award to one proposer per athletic discipline. In case of multiple proposals for a discipline (e.g. soccer, baseball, lacrosse, etc.) the highest rated proposal shall receive the award. The City reserves the right to rent facilities at times not being used by awarded proposers.

Introduction

The City of Pompano Beach maintains several parks and athletic facilities for the use and enjoyment of its residents. Historically the City has allowed organizations to run competitive youth athletic programs at its facilities. The City is issuing this RFP to select qualified organizations to run competitive youth athletic programs in City of Pompano Beach, including but not limited to individual or team sports. American tackle football and competitive cheerleading and dance are excluded from this solicitation.

Organizations (Proposers) that are interested in running their programs on City facilities shall respond to this RFP and provide the following with their response:

- A detailed summary of the proposed athletic program and background of the organization including past history of the organization's programs and past participant numbers.
- Description of the proposed athletic program and how it will be run. Proposer shall include their marketing plan for the program and anticipated number of participants.
- A detailed season schedule. This shall include, but not be limited to, proposed dates for practices, games, exhibitions, tournaments, meets and competition schedules. Proposer shall also list all the City facilities required for running the program and all associated events.
- Qualifications of the staff along with any accreditation the organization possesses.

- If available any background checks of coaches within the last year.
- References from past venues and contracts used by proposer's organization and letters of awards and succession programs.

A. Requirements and Fees

The City of Pompano Beach is committed to its community. As such the City is requiring Awarded Proposers to give back at least forty (40) hours per calendar year to Pompano Beach youth in their organization's discipline. This may include, but it is not limited to; recreational programming, youth camps, free lessons, clinics, etc. Proposers must include a plan to achieve this with their proposal.

Awarded Proposers shall not pay any fees for the use of City facilities for practices as long as Pompano Beach residents comprise at least 51% of the roster. Awarded proposers shall pay a fee of 10% of the revenue from each non-resident participant. The Awarded Proposers shall provide a roster and fees owed to the City on a quarterly basis. The City reserves the right to levy fees for the use of its facilities any time the Organization's roster falls below 51% of Pompano residents. Usage fees shall be based on the City of Pompano Beach's Code of Ordinances section 98.10 Parks and Playgrounds: Fees, included as Exhibit A of this solicitation.

Awarded proposers shall open and maintain a dedicated bank account as well as a separate ledger of accounts within its accounting system to account for all its revenues and expenditures.

All coaches for awarded proposers will be required to obtain and maintain an updated certification for CPR and AED and provide to the City proof of the certifications at least two weeks prior to the beginning of the season. Any associated fees for these certifications will be the responsibility of the awarded proposers.

B. Use of Facilities

During regular business hours awarded Organizations may use at the City's sole discretion, City's activities centers for banquets and meetings. After regular business hours Organizations shall pay additional fees for the use of the facilities.

Organizations shall not store any equipment at the City's facilities without written approval from the City's Recreational Programs Administrator or designee. The City will not be liable for loss or damage to stored equipment at City's facilities.

Prior to holding any tournament, competition, scrimmage or meet Proposer shall request permission from the City, the Proposer shall pay the City a fee based on ordinance 98.10 Fees. Proposer shall be responsible for all equipment needed to successfully conduct their tournaments, competitions scrimmage or meet, including but not limited to, tables, chairs, tents, paper products, audio equipment, show mobile, uniforms, award trophies and plaques, etc. All transportation, if required, is solely the responsibility of the Proposer. Furthermore, the City reserves the right to charge additional fees for any additional services required by City staff due to an Organization's tournaments, competitions, scrimmage or meets.

C. Background Checks

All coaches dealing with minors will go through a level I background checks annually and provide the results for all coaches to the City at least two weeks prior to the beginning of season. Any associated fees will be the responsibility of the awarded proposers. Youth Program Background Screening Policy is included with the RFP as Exhibit B.

D. Award

The intent of this solicitation is to award one proposer for each sports discipline. Awarded proposers will enter into a five (5) year license agreement with City. The award is subject to City facility availability.

E. 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: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

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

F. 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 certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. 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 certified 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.

G. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

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 the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's Organization, type of youth athletic program, address, telephone number, name of contact person, email, organization website if applicable, 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 requirements of the solicitation 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.

Athletic Program Background and Description:

Proposer must provide a detailed summary of the proposed athletic program and background of the organization including past history of the organization's programs and past participant numbers.

Proposed Program Description and Marketing Plan:

Proposer must provide a description of the proposed athletic program and how it will be run. Proposer shall include their marketing plan for the program and anticipated number of participants.

Community Commitment:

The City of Pompano Beach is committed to its community. As such the City is requiring Awarded Proposers to give back at least forty (40) hours per calendar year to Pompano Beach youth in their organization's discipline. This may include, but it is not limited to, recreational programming, youth camps, free lessons, clinics, etc. Proposers must include a plan to achieve this with their proposal.

Schedule and Facilities:

Proposer must provide a detailed season schedule. This shall include, but not be limited to, proposed dates for practices, games, exhibitions, tournaments, meets and

competition schedules. Proposer shall also list all the City facilities required for running the program and all associated events.

Qualifications of Staff:

Proposer must provide qualifications of the staff along with any accreditation the organization possesses and, if available, any background checks of coaches within the last year.

References:

Provide references from past venues and contracts used by proposer's organization and letters of awards and succession programs.

Litigation:

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

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

H. 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.

1. 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.
2. Liability Insurance
 - a. 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.
 - b. 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 \$200,000 Per Occurrence and
\$300,000 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 \$200,000 Per Occurrence and \$300,000 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

— 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
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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c. 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 three (3) years unless terminated sooner by the applicable statute of limitations.

3. 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.

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

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

5. 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.

6. 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.

I. 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, Expertise and Membership Previous related work experience and qualifications in the subject area and coaching staff experience, including whether or not the organization and/or coaching staff are currently members in nationally recognized youth organizations. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the proposal.	0-20
2 References History and performance of organization/ team on similar projects. References and recommendations from previous clients.	0-20
3 Resources and Methodology Adequacy of amount of quality resources assigned to the program. Overall approach to program. Consideration of services provided and approach to meeting goals and objectives of the program. Financial resources.	0-30
4 Cost Including the overall program budget and itemized cost breakdowns to organization participants.	0-25
5 Existing Programs Consideration given, unless the City has documented issues on file.	5
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.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at 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.

T. 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.

U. 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.

V. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic 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.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. 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.

W. Standard Provisions

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Public Records

- a. 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, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. 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;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

**IF THE CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER
119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'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**

X. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. 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. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Y. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. 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. Addenda will be posted to the RFP solicitation in the eBid System.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company 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 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 _____

Exhibit C- Contractor Performance Report



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit C- Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
ADD ABOVE RATINGS TO THE TOTAL NUMBER OF CATEGORIES BEING RATED		

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

<div> <div></div> <div>Ratings completed by (print name)</div> </div>	<div> <div></div> <div>Ratings completed by signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Department Head (print name)</div> </div>	<div> <div></div> <div>Department Head Signature</div> </div>	<div> <div></div> <div>Date</div> </div>
<div> <div></div> <div>Vendor Representative (print name)</div> </div>	<div> <div></div> <div>Contractor Representative Signature</div> </div>	<div> <div></div> <div>Date</div> </div>

Comments, corrective actions etc., use additional page if necessary:

10

§ 98.10 FEES.

(A) City swimming pools.

<i>Daily Admissions</i>		
	<i>Resident</i>	<i>Nonresident</i>
Child (under 18)	\$1.75	\$2.25
Adult	\$2.50	\$4.50
<i>Passes Annual</i>	<i>Resident</i>	<i>Nonresident</i>
Adult	\$96.00	\$175.00
Child	\$64.00	\$160.00
Family	\$214.00	\$480.00
<i>Passes Semiannual</i>		
Adult	\$62.00	\$135.00
Child	\$55.00	\$115.00
Family	\$150.00	\$315.00
All fees include sales tax.		

Facility rental*	\$1,200.00 - 8 hours
	\$800.00 - 6 hours
	\$600.00 - 4 hours
Pool party rentals*	\$200.00 - 3 hours maximum.
	Up to 50 participants
	Additional fees: \$60.00/each additional group of up to 50
Group/team rentals*	\$13.00/lane per hour
*All rentals require a \$25.00 non-refundable application fee and \$50.00 refundable security deposit. All rental fees are subject to applicable sales tax.	

	<i>Resident</i>	<i>Nonresident</i>
Water exercise classes	\$3.00/class	\$3.50/class
	\$25.00 - 10 class pass	\$30.00 - 10 class pass
Summer group swim lessons	\$76.00 - 8 lessons	\$150.00 - 8 lessons
Private swim lessons	\$15.00/class	\$20.00/class
American Red Cross programs		
pool fees	\$100.00/class	\$150.00/class
Masters program	\$35.00/month	\$45.00/month
Dive shop rentals*		
9:00 a.m. - 4:00 p.m.	1 student - \$20.00	

	2 students - \$30.00	
	3 students - \$40.00	
	4 to 10 students - \$50.00	
7:00 p.m. - 10:00 p.m.	\$50.00/dive shop	
Evening dive shops*	Require a two-week notice.	

*All rentals require a \$25.00 non-refundable application fee and are subject to applicable sales tax.

(B) Pompano Beach Tennis Center.

(1) *Schedule*. In addition to the fee schedule provided herein, an additional fee of \$3.00 per court for lighting shall be assessed for night play.

<i>Fees</i>		
	<i>Resident Day</i>	<i>Nonresident Day</i>
<i>Hourly</i>		
Adult	\$7.50	\$10.00
Child	\$3.75	\$7.00
All fees include sales tax.		
<i>Annual Membership Dues</i>		
Adult	\$300.00	\$480.00
Child	\$100.00	\$150.00
Family (2 persons)	\$425.00	\$650.00
Each additional family member	\$100.00	\$175.00
All fees include sales tax.		

The City Manager or his designee may give discounts to hotels and motels for their guests and also offer specials during the period of May 1 through October 31 which makes the city's fees competitive with other local tennis facilities.

(2) *Terminology definitions*. For the purpose of this subsection, the following definitions shall apply.

CHILD. 17 years of age or younger.

FAMILY. Two or more people related or residing together at the same address.

HOURLY RATE. If no one is waiting to use the court after an hour, a person may extend play on the court if the individual first pay an additional fee at the Tennis Center.

(C) All rental applications require a \$25.00 non-refundable application fee and all rental fees are subject to applicable sales tax.

(D) Park/field rentals.

	<i>Resident</i>	<i>Nonresident</i>
(1) Softball/baseball field.		
Each preparation- No lights	\$27.50/first hour	\$62.50/first hour
	\$20.00/additional hour	\$22.00/additional hour
Each preparation-With lights	\$43.50/first hour	\$67.00/first hour
	\$23.00/additional hour	\$29.00/additional hour
(2) Football/soccer field.		
Each preparation- No lights	\$82.50/first hour	\$150.00/first hour

	\$11.00/additional hour	\$19.00/additional hour
Each preparation-With lights	\$162.00/first hour	\$175.00/first hour
	\$15.00/additional hour	\$25.00/additional hour
Practice only- No lights	\$11.00/hour	\$19.00/hour
Practice only- With lights	\$13.00/hour	\$25.00/hour
(3) Pavilion	\$75.00/daily	\$135.00/daily

(4) Great Lawn - Open space on the public beach (end of Atlantic Blvd. and Pompano Beach Blvd.)	
Social Gathering (weddings, birthdays or other similar uses) Fees:	
\$25.00 application fee	
\$200.00 security/damage deposit	
\$25.00 per hour personnel fee - * Staff will be there one hour before the rental time and return when rental time ends for clean-up.	
Residents:	\$150.00 - 3 hour minimum
	\$15.00 each additional hour
Nonresident:	\$300.00 - 3 hour minimum
	\$30.00 each additional hour
Fitness/Educational Classes	
\$25.00 Application fee	
Residents: \$11.00 per hour	
Nonresidents: \$19.00 per hour	

	<i>Resident</i>	<i>Nonresident</i>
(5) Asphalt tennis/basketball courts.		
No lights	\$29.00/hour per court	\$43.00/hour per court
With lights	\$30.50/hour per court	\$46.00/hour per court
(6) Sand volleyball courts.		
No lights	\$10.00/hour per court	\$20.00/hour per court
With lights	\$13.00/hour per court	\$26.00/hour per court

All rental applications shall require a \$25.00 non-refundable application fee.

Only city personnel will be permitted to adjust, connect, set up, and breakdown rooms. Applicants will be required to pay \$25.00 an hour per staff required.

(E) Gymnasium - McNair and Mitchell/Moore Centers.

(1) Any organization or individual using any gymnasium for activities or a sporting event where no charge is made for admission or free will donation accepted.

	<i>Resident</i>	<i>Nonresident</i>
	\$165.00 for three hours	\$300.00 for three hours

	Exhibit "E" RFP E-07-18	
	\$15.00 additional hour	\$40.00 additional hour

(2) Any organization or individual using any gymnasium for activities or sporting events fund-raising purposes.

	<i>Resident</i>	<i>Nonresident</i>
	\$251.00 for three hours	\$500.50 for three hours
	\$50.25 additional hour	\$100.00 additional hour

Only city personnel will be permitted to adjust, connect, set up, and breakdown rooms. Applicants will be required to pay \$25.00 an hour per staff required.

** During the hours of normal operation of the facilities, if the gymnasium is not being utilized nor reserved for use pursuant to established procedures of the Parks, Recreation and Cultural Arts Department, residents may utilize the gymnasium for basketball play provided that all established rules and directions of the Parks, Recreation and Cultural Arts Department are obeyed throughout the period of play. Residents will be required to pay \$10.00 for an annual membership card and \$20.00 for nonresidents.

(3) Security deposit of \$200.00 will be required of persons using the gymnasium. The deposit will be returned upon the completion of the gym security check. In the event that the damage is greater than the security deposit, the applicant shall be liable for remaining cost.

(F) Preschool.

	<i>Resident</i>	<i>Nonresident</i>
(1) Registration fee	\$25.00	\$50.00
(2) Full-day program	\$486.00/month	\$669.00/month
(3) Half-day program	\$306.00/month	\$350.00/month

(G) Specialty Camps.

	<i>Resident</i>	<i>Nonresident</i>
(1) Registration fee	\$25.00	\$50.00
(2) Full-day program	\$96.00/week	\$100.00/week
(3) Half-day program	\$60.00/week	\$70.00/week

(H) Summer Programs.

	<i>Resident</i>	<i>Nonresident</i>
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(1) Registration fee	\$25.00	\$50.00
(2) Weekly fee	\$35.00/week	\$45.00/week
(3) Winter camp	\$120.00	\$150.00
(4) Spring camp	\$100.00	\$120.00

(I) Recreation Programs and City Operated Youth Programs.

	<i>Resident</i>	<i>Nonresident</i>
(1) Tiny tots	\$10.00/month	\$20.00/month
(2) Kids day off	\$15.00/day	\$25.00/day
(3) Youth athletic programs	\$25.00	\$50.00
(4) Tackle football	\$50.00	\$84.00
(5) Tackle cheerleading	\$42.00	\$84.00

(J) Full refunds will be made for programs, activities and events cancelled by the Parks, Recreation and Cultural Arts Department. If a refund is requested by the participant, a \$15.00 administrative fee will be deducted from the program/activity/event fee paid. The administrative fee will be assessed per activity refunded. Registration fees are non-refundable. There will be no refunds for weekly camps if the participant has attended any day(s) of that week.

(K) Adult Athletic Leagues.

	<i>Resident</i>	<i>Nonresident</i>
(1) Adult softball leagues*	\$400.00/team	\$500.00/team
(2) Co-ed softball leagues*	\$350.00/team	\$450.00/team
(3) Adult volleyball leagues*	\$185.00/team	\$235.00/team
(4) Adult frisbee leagues*	\$100.00/team	\$150.00/team

*Resident team - 51% of team is made up of Pompano Beach residents and pay resident rate. If team has less than 51% Pompano Beach residents, then they pay nonresident rate. Any team sponsored by a City of Pompano Beach business will receive the resident rate. Business sponsor must pay team league fee with business check. Adult athletic leagues prices are subject to change due to participation, length of leagues, holidays, etc.

(L) Recreation Department instructor agreements will be subject to 70%/30% share between the instructor and city. Agreements will be renewed the beginning of each fiscal year (October 1).

(M) Fees for recreation programs not specifically provided for in this chapter shall be published at least two times each fiscal year. Printed flyers and publications shall also be available at Pompano Beach recreational facilities. Residents registered for city-run programs will have priority for placement in those programs when group size or space is a limiting factor.

(N) Refund of Reservations. A refund of 75% of the total rental fee for the softball/baseball fields, football/soccer fields and gymnasiums will be given if the cancellation is made 30 days or more prior to the reservation date. No refunds of the rental fee for such facilities will be made for cancellations that are less than 30 days from the reservation date.

(O) An annual fee is charged for all adult programs.

Residents: \$10.00.

Nonresidents: \$20.00.

Registration fee cards are valid from October 1 through September 30.

(P) Tournaments. All users/renters requesting the use of city owned fields for tournaments shall complete

Exhibit "E" RFP #18-07-18
a tournament application and submit to Parks, Recreation and Cultural Arts Department staff. Tournament rental fees will include field preparation of all rented field(s) twice per rental hour(s). Field preparation shall consist of dragging and lining of the field(s). The guidelines will be the same for all field locations listed below:

(1) Locations: Pompano Community Park, Kester Park, Mitchell/Moore Park, McNair Park and North Pompano Park.

(2) Tournament guidelines:

(a) All teams, leagues and tournament directors wishing to use a City of Pompano Beach softball/baseball field or multi-use field must fill out a rental application form and submit it to the Parks, Recreation and Cultural Arts Department within 30 days of the proposed tournament event.

(b) \$25.00 application fee and insurance document is due with the rental application form.

(c) A deposit of \$200.00 for each tournament is required at the time that the event/tournament is booked. There will be no field reservations without payment of the deposit.

(d) Full payment must be made 15 days prior to the start of the event/tournament.

(e) All fields pending availability can be rented from 8:00 a.m. – 10:00 p.m.

(f) The Parks, Recreation and Cultural Arts Department reserves the right to cancel/terminate the rental application if application and operational policies and procedures are not met.

(g) There shall be no sub-renting of the fields at any time.

(h) All cancellations are subject to the Parks, Recreation and Cultural Arts Department cancellation policy.

(3) Community Park.

(a) Any tournament requiring the use of all four fields at the Four Fields Complex shall be at a rate of \$625.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Community Park shall be at a rate of \$300.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of both fields at the Baseball Complex shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Baseball Complex shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of the city parks and/or fields.

(c) Any tournament requiring the use of the football/soccer field at Community Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(4) Kester Park.

(a) Any tournament requiring the use of both baseball fields at Kester Park shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Kester Park shall be at a rate \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of football/soccer field at Kester Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(5) Mitchell/Moore Park.

(a) Any tournament requiring the use of both baseball fields at Mitchell/Moore Park shall be at a rate of \$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at Mitchell/Moore Park shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of the football/soccer field at Mitchell/Moore Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(6) McNair Park.

(a) Any tournament requiring the use of the football/soccer field at McNair Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(7) North Pompano Park.

(a) Any tournament requiring the use of baseball fields at North Pompano Park shall be at a rate of

\$325.00 per day or part thereof for both residents and non-residents. Any tournament requiring the use of a single field at North Pompano Park shall be at a rate of \$175.00 per day or part thereof. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(b) Any tournament requiring the use of the football/soccer field at North Pompano Park shall be at a rate of \$275.00 per day or part thereof for both residents and non-residents. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(Q) Senior Softball League Rental. Any senior league requiring the use of the city softball fields will be charged at a rate of \$300.00 per field for a four month period for residents and \$350.00 for non-residents. All senior leagues will be required to submit with its application a current membership roster showing that at least 51% of the members of the organization reside within the city limits and will be classified as resident league for purposes of the fee schedule. In addition all senior leagues will be required to submit with its application a membership roster verifying that all members are 55 years or older for the purposes of the fee schedule. These rates shall be in addition to other fees associated with the use of city parks and/or fields.

(R) Dog Park Fees.

(1) All persons using the dog park must first obtain a dog park membership and register their dog prior to entry into the park.

	<i>Resident</i>	<i>Nonresident</i>
(a) Annual Membership:	\$30 per year for one dog,	\$60 per year for one dog,
	\$5 per additional dog	\$5 per additional dog
(b) Six Month Membership:	\$20 for 6 months for one dog,	\$40 for 6 months for one dog,
	\$5 per additional dog	\$5 per additional dog
(c) Weekly Membership:	\$10 per week per dog	\$20 per week per dog
(d) Daily Membership:	\$5 per visit per dog	\$10 per visit per dog

(2) Rules for the Dog Park can be found in § 90.38 of the city's Code of Ordinances. Upon registration, the following shall be applicable for all applicants:

(a) Dog owner will furnish proof of current rabies vaccination for each dog registered.

(b) The applicant shall receive a copy of the rules and regulations of the dog park and sign an agreement that they have read, understand and will abide by the dog park rules and they agree that if they allow access into the park to any other person not using their own key fob or if they loan their key fob to unpermitted users, they will have key fob revoked and be prohibited from park use. Applicant may appeal the decision to prohibit use of dog park according to § 90.38(D)(2).

(c) Adult family members residing in same residence may be authorized on the permit but no more than two key fobs will be issued per household.

(d) Information collected and stored in RecTrac will include driver's license or another form of picture ID and birthdate for all authorized household users listed on the key fob.

(e) The information collected will include the weight of each dog, as stated by owner.

(f) For six months and 12 months memberships the key fob will include a photo of the registered dog, which will be provided by the dog owner and information will be associated with the user household in RecTrac. If this is not completed at time of membership purchase, then Animal Control will follow-up by meeting with the applicant and taking the photo of the dog. This must be done within two weeks of purchasing membership or key fob will be deactivated until photo is provided.

('58 Code, § 33.15) (Ord. 66-31, passed 3-7-66; Am. Ord. 81-77, passed 8-25-81; Am. Ord. 84-85, passed 7-

31-84; Am. Ord. 86-10, passed 10-29-85; Am. Ord. 88-74, passed 7-19-88; Am. Ord. 88-81, passed 9-13-88; Am. Ord. 89-59, passed 4-11-89; Am. Ord. 89-60, passed 4-11-89; Am. Ord. 90-2, passed 9-19-89; Am. Ord. 91-17, passed 12-4-90; Am. Ord. 92-37, passed 4-28-92; Am. Ord. 92-41, passed 5-12-92; Am. Ord. 93-15, passed 12-8-92; Am. Ord. 94-67, passed 9-27-94; Am. Ord. 95-97, passed 9-26-95; Am. Ord. 97-17, passed 11-26-96; Am. Ord. 98-18, passed 12-9-97; Am. Ord. 2001-24, passed 12-12-00; Am. Ord. 2012-12, passed 11-22-11; Am. Ord. 2013-27, passed 12-11-12; Am. Ord. 2012-45, passed 3-12-13; Am. Ord. 2014-27, passed 2-25-14; Am. Ord. 2015-22, passed 1-13-15)

Cross-reference:

Golf course rates, see §§ 98.34 through 98.38

Recreation Activities Center fees, see § 98.47

**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