

Original Agreement

RESOLUTION NO. 2020- 237

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE MCDOUGLE FAMILY FOUNDATION, INC., TO UTILIZE VARIOUS CITY PARKS TO PROVIDE AN ATHLETIC COLLEGE PREPARATORY 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 The McDougale Family Foundation, Inc., to use north Pompano Park and Community Park to provide an athletic college preparatory program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and The McDougale Family Foundation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of September, 2020.

DocuSigned by:

Rex Hardin

502CB780E83E480

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

775D4280316A490...

ASCELETA HAMMOND, CITY CLERK



City of Pompano Beach

LICENSE AGREEMENT

with

**The McDougle Family Foundation,
Inc.**

INDEX OF EXHIBITS

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THIS LICENSE AGREEMENT (“Agreement”), entered into on
September 11, 2020, by and between:

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

and

THE MCDUGLE FAMILY FOUNDATION, INC., a Florida
not-for profit corporation (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s North Pompano Park 4400 NE 18th Ave, Pompano Beach, FL 33064 and Pompano Community Park 820 NE 18th Ave Pompano Beach FL 33060 (the “Property”) to provide an athletic college preparatory program (collectively the “Program” described in Exhibit A, Scope of Authorization);

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

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

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

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

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

obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

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

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

ARTICLE 3 TERM AND RENEWAL

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

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

ARTICLE 4 INSURANCE

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

ARTICLE 5 PUBLIC RECORDS PROCEDURES

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

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

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 Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Program. CITY expects the Property to be restored to the same condition which existed prior to set up of the Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. LICENSEE must abide by and sign Exhibit E COVID Assumption of Risk and Waiver of Liability Forms, attached hereto and made a part of this Agreement. LICENSEE shall not start the program until the CITY has received a signed Exhibit E.

ARTICLE 8 RESPONSIBILITIES OF CITY

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

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

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

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

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.

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 Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to

any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of 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 Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

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

ARTICLE 11 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:

The McDougale Family Foundation, Inc.
49 Dixie Highway
Deerfield Beach, FL 33441
Email: octaviamcdougale@gmail.com
Phone: (954) 461-9009

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. Octavia McDougle 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.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the event to a later date pursuant to the terms of this agreement.

**ARTICLE 20
WAIVER AND MODIFICATION**

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

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

**ARTICLE 21
SEVERABILITY**

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

**ARTICLE 22
APPROVALS**

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

**ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST**

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

**ARTICLE 24
BINDING EFFECT**

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

**ARTICLE 25
LICENSE NOT LEASE**

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

ARTICLE 26 TERMINATION

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

B. *Termination for Convenience of City.* Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may terminate 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 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

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

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

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

ARTICLE 29
COUNTERPARTS

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

ARTICLE 30
NON-EXCLUSIVE LICENSE

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

ARTICLE 31
ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
502CB780EB3F480
By: _____
REX HARDIN, MAYOR

(SEAL)



DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

"LICENSEE":

Witnesses:

Chelsea AndersonChelsea Anderson
(Print or Type Name)John KaneJohn Kane
(Print or Type Name)

The McDougle Family Foundation, Inc.

By:

Stockar L. McDougle, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 20 day of August, 2020 by Stockar L. McDougle as President of The McDougle Family Foundation, Inc., a Florida not for profit corporation on behalf of the corporation. She is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:

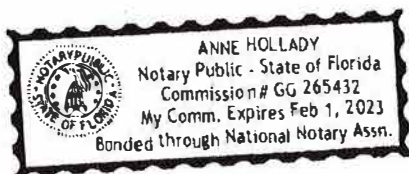
Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDAAnne Hollady
(Name of Acknowledger Typed, Printed or Stamped)GG 265432
Commission Number

Exhibit A
Scope of Authorization
McDougle Family Foundation

A. Introduction/Background

The McDougle Family Foundation, Inc. is partnering with McDougle Technical Institute (also referred to as “MTI or the Company”) to develop an athletic program to go along with its mix of academic pathways that lead students into fulfilling, in-demand careers.

MTI will train its students for careers, while giving them the opportunity to develop their athletic skills in order to take the next step to a Division I or Division II athletic program. It is important to note that no college, trade school, or technical program in South Florida offers this specific combination of programs, with the opportunity to pursue athletic development.

B. Objectives

To allow the LICENSEE a space for the LICENSEE’s athletic program to take place.

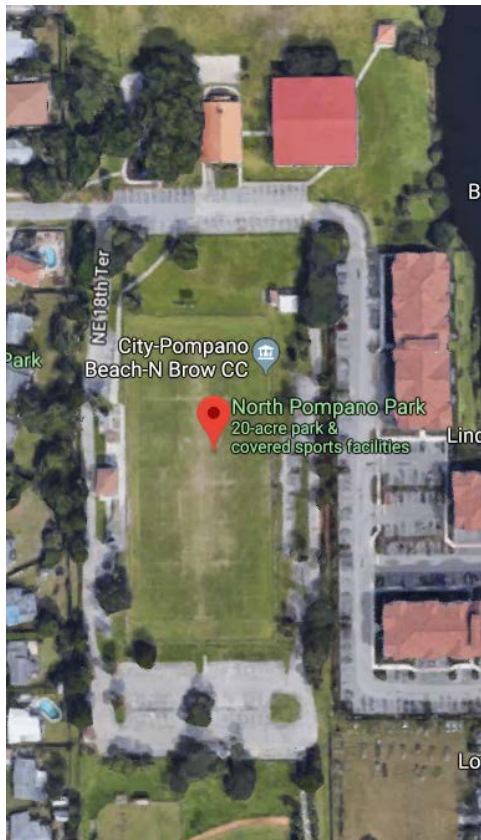
C. Scope of Work

The Foundation will utilize the North Pompano Park 4400 NE 18th Ave, Pompano Beach, FL 33064 as the primary field to conduct football and basketball practice and games.

The CITY shall ensure that at least five (5) times per week, Monday through Friday for a minimum of two (2) hours per day, both park(s) are available, based upon public usage and demand. Licensee and City shall mutually agree upon the times prior to the start of the program.

In the event the CITY is unable to fully accommodate Licensee on any of these dates due to conflicts of scheduling by the CITY, the CITY shall attempt in good faith to provide alternative accommodation at other facilities of the CITY and shall provide transportation in such cases, if available. There will be a minimal charge for transportation services to be paid to the CITY, according to City Ordinance 34.007. If City transportation is being used, Licensee shall provide registration roster of students participating in that day’s activities.

North Pompano Park



Summary Schedule of Tasks and Deliverables

Compensation - Licensee shall pay to the CITY ten percent (10%) of every non-resident participation cost. This will be paid to the City of Pompano Beach's Parks and Recreation Department, located at 1801 NE 6th Street, Pompano Beach, FL 33060, on a quarterly basis. Once the quarter has ended, payment will be due within thirty (30) days. Payment will include a monthly report showing a list of participants registered in the program and their residency status. Licensee shall ensure that a minimum of fifty-one (51) percent of the program participants will be residents of the City of Pompano Beach. Licensee shall complete daily rosters of participating students. If participation falls below fifty-one (51) percent, the organization will be responsible for paying all fees according to City Ordinance 98.10. These rosters shall be made available to the City upon request.

Licensee shall be responsible for field rental payment for any game and/or practice that falls outside of the timeframe listed above in the Scope of Authorization as per the Field Rental Fees in the City Ordinance 98.10. Cancellations for field rentals that fall outside of the timeframe listed above will follow the cancellation policy listed in City Ordinance 98.10.

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

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.

COVID Additional Procedures – LICENSEE will comply with all County and City policies and procedures for the program with regards to the COVID-19 pandemic precautions and safety measures to include, but not limited to, all participants, coaches, instructors, etc. will sign the City's Exhibit E – Assumption of Risk and Waiver of Liability Forms.

LICENSEE shall also provide the CITY an up to date written operational plan prior to execution to ensure all CDC guidelines are met. Licensee shall update said plan as necessary to match any updates to CDC guidelines. Failure to meet this requirement shall constitute grounds for immediate termination of this Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS: THE MCDOUGLE FAMILY FOUNDATION, INC.

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance		Limits of Liability	
GENERAL LIABILITY:		Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis			
XX	comprehensive form	bodily injury and property damage	
XX	premises - operations	bodily injury and property damage	
—	explosion & collapse hazard		
—	underground hazard		
XX	products/completed operations hazard	bodily injury and property damage combined	
XX	contractual insurance	bodily injury and property damage combined	
XX	broad form property damage	bodily injury and property damage combined	
XX	independent LICENSEEs	personal injury	
XX	personal injury		
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:		Minimum \$10,000/\$20,000/\$10,000	

REAL & PERSONAL PROPERTY			
—	comprehensive form	Agent must show proof they have this coverage.	

EXCESS LIABILITY		Per Occurrence	Aggregate
—	other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

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

(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2020

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

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

PRODUCER Fairmont Ins. Brokers, Ltd. 1600 60th Street Brooklyn NY 11204	CONTACT NAME: Goldie Glauber PHONE (A/C, No, Ext): (718) 232-3300 FAX (A/C, No): (718) 256-9062 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Covington Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Lloyds Of London</td> <td></td> </tr> <tr> <td>INSURER C: Federal Insurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance Company		INSURER B: Lloyds Of London		INSURER C: Federal Insurance		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED The McDougale Family Foundation, Inc., DBA McDougale Technica 49 S. Dixie Highway Deerfield Beach FL 33441															

COVERAGES**CERTIFICATE NUMBER:** CL2061599207**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		VBA760787	06/10/2020	06/10/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B/C	Professional/Abuse Liability Accident & Health			SML19016A20/9909-56-28	05/24/2020	05/24/2021	PL Limit \$ 1,000,000
							A&C Limit \$ 25,000

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

Certificate Holder listed below is included as Additional Insured if required by written contract. Excluding Professional liability Coverage

APPROVED

By Danielle Thorpe at 10:41 pm, Jun 22, 2020

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	---

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Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

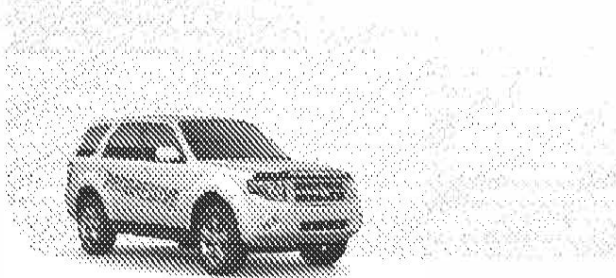
Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 12:45 pm, Aug 06, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962

Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY
FOUNDATION, INC

Year Make

2003 FORD

Model

E450 SUPER DUTY

VIN

1FDXE45S83HA16207

Policy Type: Commercial

NAIC Number: 10193

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

NEED ROADSIDE ASSISTANCE?*

Call 1-800-776-2778.

*Available only if Roadside coverage selected for this vehicle.

See claims reporting information on reverse side.

Misrepresentation of insurance is a first degree misdemeanor.

PROGRESSIVE

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Your ID Cards

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Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 10:52 pm, Aug 19, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962

Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY
FOUNDATION, INC

Year Make

Model

VIN

2014 MERCEDES-BENZ

SPRINTER 2500

WDZPE7DC9E5921186

Policy Type: Commercial

NAIC Number: 10193

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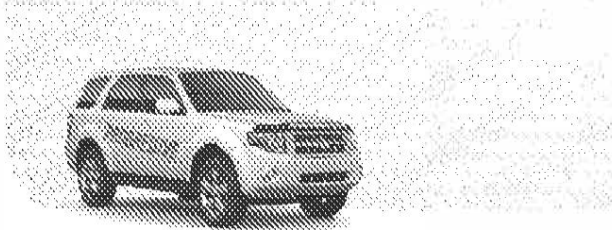
Thank you for choosing Progressive.

APPROVED

Thorpe
By Danielle Thorpe at 10:53 pm, Aug 19, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

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Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY

FOUNDATION, INC

Year Make

2015 MERCEDES-BENZ

Model

SPRINTER 2500

VIN

WDZPE7DC0F5992646

Policy Type: Commercial

NAIC Number: 10193

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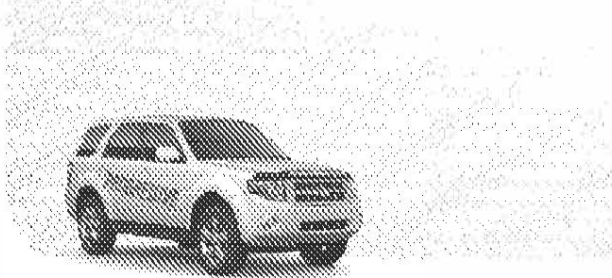
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APPROVED

By Danielle Thorpe at 10:53 pm, Aug 19, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

Florida Automobile Insurance Identification Card

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Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY

FOUNDATION, INC

Year Make

2016 MERCEDES-BENZ

Model

METRIS

VIN

WD4PG2EE5G3124595

Policy Type: Commercial

NAIC Number: 10193

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

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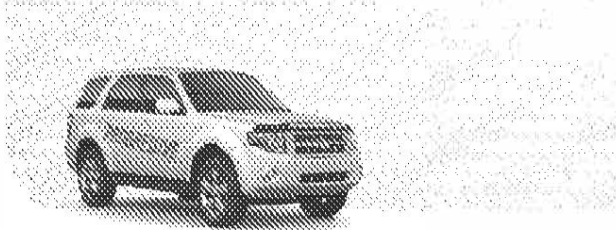
Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 10:53 pm, Aug 19, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

Florida Automobile Insurance Identification Card

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Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY
FOUNDATION, INC

Year Make

Model

VIN

2003 INTERNATIONAL

INTERNATIONAL

4DRBJAAN13A957074

Policy Type: Commercial

NAIC Number: 10193

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

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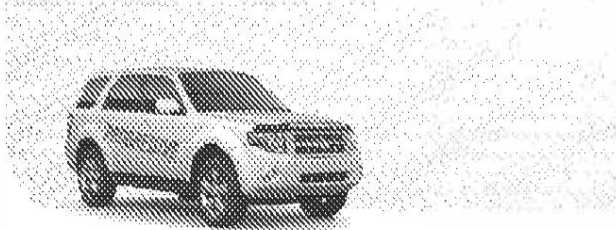
Thank you for choosing Progressive.

APPROVED

By Danielle Thorpe at 10:53 pm, Aug 19, 2020



MCDUGLE FAMILY FOUNDATION, INC



FormA022 FL (03/11)

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962

Policy Number: 00439957-1

Effective Date: 07/07/2020

Expiration Date: 07/07/2021

☒ Personal Injury Protection

☒ Bodily Injury Liability

Benefits/Property Damage Liability

Named Insured(s):

MCDUGLE FAMILY
FOUNDATION, INC

Year Make

2018 FORD

Model

T-350 TRANSIT W

VIN

1FBVU4XM2JK425597

Policy Type: Commercial

NAIC Number: 10193

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

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Parks and Recreation Department
City of Pompano Beach, Florida

1650 NE 50 Court, Pompano Beach, Florida 33064 | phone: 954-786-7871 | fax: 954-360-7464

APPROVED

By Danielle Thorpe at 10:54 pm, Aug 19, 2020

Date: April 30, 2020

The McDougle Family Foundation, Inc.
49 Dixie Highway
Deerfield Beach, FL 33441
Email: octaviamcdougle@gmail.com
Phone: (954) 461-9009

Dear Mrs. Octavia McDougle

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

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


Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to my attention at 1650 NE 50th Court, Pompano Beach, 33064. If you have any questions about this letter please telephone me at (954)786-7871.

Very truly yours,

Tommie Bright

Recreation Supervisor

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


Signature


Date

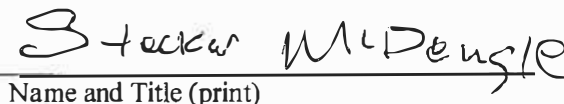

Name and Title (print)

EXHIBIT C

RECORDKEEPING, INSPECTION AND AUDIT PROCEDURES

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

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

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

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

Incomplete and incorrect entries in LICENSEE ' s records will be grounds for the CITY's 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

Exhibit E – Assumption of Risk and Waiver of Liability Forms

Assumption of Risk and Waiver of Liability Relating to
Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Pompano Beach (City) has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, instructing classes or programs at a City of Pompano Beach venue could increase your risk of contracting COVID-19. **Therefore, if you choose to participant in any of the City sponsored events, activities and/or programs you must acknowledge and agree to all provisions of this Waiver for yourself, child and/or children, sign and submit this form.**

ACKNOWLEDGEMENT

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by instructing a class or program at a City of Pompano Beach venue and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at City activities may result from the actions, omissions, or negligence of myself and others, including but not limited to City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I may experience or incur in connection with my attendance at City activities or programming. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its officials, employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

Signature of Instructor

Date

Print Name of Instructor

Name of Activity Participant(s)

Exhibit E – Assumption of Risk and Waiver of Liability Forms

Assumption of Risk and Waiver of Liability Relating to
Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Pompano Beach (City) has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, attending City sponsored activities could increase your risk and your child or children's risk of contracting COVID-19. **Therefore, if you choose to participate in any of the City sponsored events, activities and/or programs you must acknowledge and agree to all provisions of this Waiver for yourself, child and/or children, sign and submit this form.**

ACKNOWLEDGEMENT

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child or children and I may be exposed to or infected by COVID-19 by attending City activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at City activities may result from the actions, omissions, or negligence of myself and others, including but not limited to City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or children or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or my child or children may experience or incur in connection with my child or children's attendance at City activities or programming. On my behalf and on behalf of my child or children, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its officials, employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Activity Participant(s)