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AGREEMENT
between

CITY OF SUNRISE

and

SAWGRASS YOUTH SPORTS SUNRISE, INC.

for

YOUTH TACKLE FOOTBALL AND YOUTH TACKLE FOOTBALL CHEERLEADING SERVICES

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**AGREEMENT
between
CITY OF SUNRISE
and
SAWGRASS YOUTH SPORTS SUNRISE, INC.
for YOUTH TACKLE FOOTBALL AND YOUTH TACKLE FOOTBALL CHEERLEADING SERVICES**

THIS IS AN AGREEMENT (hereinafter referred to as "Agreement") dated this _____ day of _____, 2018, by and between the CITY OF SUNRISE (hereinafter referred to as "CITY") and SAWGRASS YOUTH SPORTS SUNRISE, INC., a Florida corporation (hereinafter referred to as SUNRISE HURRICANES), relating to the provision of services for the operation of a youth tackle football program and youth tackle football cheerleading program.

WHEREAS, the SUNRISE HURRICANES currently provide a youth tackle football program and youth tackle football cheerleading program in the American Youth Football League (hereinafter referred to as "A.Y.F.L.") and the American Youth Football League Cheerleader (hereinafter referred to as "A.Y.F.L.C.") that are available to the residents of Sunrise; and

WHEREAS, the CITY desires to offer a youth tackle football and youth tackle football cheerleading program in the American Youth Football League and the American Youth Football League Cheerleader for its residents;

WHEREAS, the parties agree that this Agreement supersedes and replaces the Agreement between City of Sunrise and Sawgrass Youth Sports Sunrise, Inc. for Youth Tackle Football and Youth Tackle Football Cheerleading Services dated April 20, 2017.

NOW THEREFORE, in consideration of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. SCOPE OF SERVICES.

- 1.1 Operation of Programs. The SUNRISE HURRICANES shall provide a youth tackle football program and youth tackle football cheerleading program during the term of this Agreement.

The "Youth Tackle Football Program" shall consist of teams in the age divisions stipulated by the A.Y.F.L. and shall be open to children five (5) to fourteen (14) years of age or as amended by A.Y.F.L. from time to time. There shall be one team offered in each weight division. Football teams shall have a maximum of forty (40) children and a minimum of eleven (11) children each or as amended by A.Y.F.L. from time to time.

- 1.1.1 The "Youth Tackle Football Cheerleading Program" shall consist of teams in the age divisions stipulated by the A.Y.F.L.C. and shall be open to children four (4) to sixteen (16) years of age or as amended by A.Y.F.L.C. from time to time. Cheer teams shall have a maximum of forty (40) children and a minimum of five (5) children each or as amended by A.Y.F.L.C. from time to time. There shall be one youth tackle football cheerleading squad offered to correspond to each youth tackle football team.
- 1.1.2 SUNRISE HURRICANES shall provide the CITY with a copy of the official rosters for each team from the A.Y.F.L. and A.Y.F.L.C. no later than following the third game of the season.
- 1.1.3 Tournaments All tournaments will be held at a City of Sunrise facility. Days, times and locations to be approved by Leisure Services Director or designee. SUNRISE HURRICANES shall be responsible for collecting registrations and fees, and handling all aspects of tournament logistics (officials, trophies, etc.). The SUNRISE HURRICANES shall establish appropriate fees for all tournaments, subject to Leisure Services Director's approval.
- 1.1.4 Camps/Clinics All Camp/Clinics will be held at a City of Sunrise facility. To be implemented and instructed by SUNRISE HURRICANE coaches to serve as a recruitment program. The SUNRISE HURRICANES shall establish appropriate fees for all Camps/Clinics, subject to Leisure Services Director's approval. Fees will range from \$0 to

\$100 (depending on length of the camp or clinic, etc.). All participants will be required to complete a CITY registration form and standard release. Days, times and locations to be approved by Leisure Services Director or designee.

- 1.2 Supervision The SUNRISE HURRICANES shall provide coaches and program staff who shall conduct themselves at all times and in all matters in a courteous, competent, and professional manner. SUNRISE HURRICANES shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Agreement. SUNRISE HURRICANES represent that its principal owners, corporate officers, employees, coaches, program staff, and volunteers do not have any criminal charges, and CITY reserves the right to approve or reject, for any reason, SUNRISE HURRICANES' employees, coaches, program staff, or volunteers assigned to perform services under this Agreement at any time. In addition, SUNRISE HURRICANES agree that employees, coaches, program staff and volunteers performing services under this Agreement shall be subject to a Level II background screening as set forth in Florida Statutes Chapter 435. SUNRISE HURRICANES shall provide the CITY with sufficient information for the CITY to conduct the first ninety-six (96) Level II background screenings annually at CITY's expense. Thereafter, all Level II background screenings shall be conducted by SUNRISE HURRICANES at its expense. SUNRISE HURRICANES shall conduct state and national criminal record checks on all employees, coaches, program staff and volunteers providing services under this Agreement before such individuals perform services under this Agreement. Proof of criminal history checks must be provided to the CITY once per year. All coaches will be required to show proof of CPR/AED certification from a recognized agency. The CITY will provide up to 4 CPR/AED classes annually, at no cost, for those coaches that do not currently have the required certification.
- 1.2.2 Supervision of Coaches. SUNRISE HURRICANES shall assure that all coaches abide by and adhere to the rules and regulations of the A.Y.F.L., A.Y.F.L.C. and the City of Sunrise Leisure Services Department. The CITY's Leisure Services Director (hereinafter referred to as DIRECTOR) or designee may require that the SUNRISE HURRICANES not be permitted to use coaches who have failed to follow the aforementioned rules and regulations or who fail to conform to the standards expected under the terms of the Agreement including but not limited to the provisions of Section 2.6 of this Agreement.
- 1.3 Equipment. SUNRISE HURRICANES shall only use equipment that meets the nationally recognized standards for use in Youth Tackle Football and Youth Tackle Football Cheerleading Program. SUNRISE HURRICANES shall be responsible for purchasing and maintaining all program equipment, except as noted in Section 2.7 Equipment, for the term of this Agreement.
- 1.4 American Youth Football League. The Chairperson of Sawgrass Youth Sports Sunrise, Inc., shall select representatives to serve on the A.Y.F.L. and A.Y.F.L.C. boards. The SUNRISE HURRICANES shall remain members in good standing for the term of the Agreement. The CITY may consider any league sanctions imposed against the SUNRISE HURRICANES as grounds for Termination for Cause of this Agreement.
- 1.5 Budget, Payment of Expenses and Financial Reporting.
 - 1.5.1 Establish Program Registration Fees. The CITY shall be responsible for establishing program registration fees for children participating in the Youth Tackle Football Program and Youth Tackle Football Cheerleading Program.
 - 1.5.2 Payment of Program Expenses. The CITY shall pay all officials for all league games. The CITY shall pay for the cost of the league registration for affiliation with the American Youth Football League and the American Youth Football League- Cheerleading, league film dues, league camera fees, and required A.Y.F.L. advertising fees. The SUNRISE HURRICANES shall be responsible for the payment of any other expenses incurred by the organization that are not identified by this Agreement as being payable by or through the CITY.

- 1.5.3 Financial Reporting. The SUNRISE HURRICANES shall provide an accurate accounting of all revenues and expenditures to the DIRECTOR or designee by January 31 of each year of the Agreement for the 12-month period ending December 31.

The CITY's Auditor shall have the right, upon giving reasonable notification, to examine and audit any and all financial books and records of the SUNRISE HURRICANES as same relates to compensation due to CITY.

The SUNRISE HURRICANES shall ensure the DIRECTOR or designee is provided a complete and current list of children in the program, as often as deemed necessary by the DIRECTOR or designee and without delay, to verify paid participation in the program.

- 1.6 Safety. SUNRISE HURRICANES shall be responsible for the safety of all individuals while participating in any program authorized by this Agreement. The CITY, at all times, reserves the right to expel from CITY property any person conducting himself or herself in violation of the CITY ordinances, regulations, or rules. SUNRISE HURRICANES will not be held accountable for any unknown and unobservable defects in the CITY's facilities except those unknown and unobservable defects in the CITY's facilities that would have been known and observable with the use of reasonable care by SUNRISE HURRICANES. SUNRISE HURRICANES shall exercise reasonable care in avoiding injury as a result of any known defects or safety hazards.
- 1.7 Subcontracting. Unless otherwise specified, SUNRISE HURRICANES shall not subcontract or otherwise engage subcontractors to perform the required services without prior written consent of CITY.

2. SERVICES TO BE PROVIDED BY CITY.

- 2.1 Registration of Interested Children. The CITY shall register interested children in the Youth Tackle Football Program and Youth Tackle Football Cheerleading Program.
- 2.2 Collection of Program Registration Fees. The CITY shall be responsible for the collection of all program registration fees. The CITY shall keep one hundred percent (100%), of the total program registration fees it collects for the SUNRISE HURRICANES Youth Tackle Football Program and Youth Tackle Football Cheerleading Program. These fees shall be used to pay the expenses of the programs. The SUNRISE HURRICANES shall not under any circumstances collect program registration fees.
- 2.2.1 Registration. The SUNRISE HURRICANES will remove children from a division if registration exceeds the maximum number of children permitted. Cuts shall be based on age and skill level. Children cut from a division shall be eligible for a full refund of registration fees.
- 2.3 Collection of Fees for Camps/Clinics The CITY shall be responsible for the collection of all Camp/Clinic registration fees. The CITY shall compensate the SUNRISE HURRICANES based upon monthly registration.
- 2.3.1 The SUNRISE HURRICANES total compensation for Camps/Clinics shall be seventy-five percent (75%) of the total registration. Any work done or services performed by the SUNRISE HURRICANES after said maximum amount of fees has been incurred shall be at the risk of the SUNRISE HURRICANES. CITY shall not be responsible for payment to SUNRISE HURRICANES of any fees in excess of the amount stated in this paragraph.
- 2.3.2 Payment for Camps/Clinics shall be made by the CITY within thirty (30) calendar days after receipt of and approval of the invoice by the DIRECTOR or designee.
- 2.4 Facilities. The DIRECTOR or designee shall be responsible for scheduling facilities for practices and games for the Youth Tackle Football Program and Youth Tackle Football Cheerleading Program. The CITY shall provide all

maintenance of the scheduled facilities, owned and operated by the CITY, at a level established by the DIRECTOR or designee.

- 2.4.1 When scheduling facilities for games and practices the DIRECTOR or designee shall strive to make the best facilities available recognizing the need to provide the most appropriate facilities for all CITY programs.
- 2.4.2 When required, CITY shall provide meeting space at no cost to the program, based upon space availability.
- 2.5 Program Promotion and Publicity. The CITY shall provide program promotion and publicity through the CITY'S "Horizons" publication and media releases in a manner consistent with that of other CITY recreation programs.
- 2.6 Background Checks. As set forth in Section 1.2.1, the CITY will pay for the cost of ninety-six (96) Level II background checks for employees, coaches, program staff and volunteers, and SUNRISE HURRICANES will pay and perform any additional Level II background checks. The CITY will use the results of these background checks to determine the suitability of potential employees, program staff, and volunteers to participate in the program. The CITY will provide Identification Badges for all SUNRISE HURRICANES employees, coaches, program staff, and volunteers that have met the requirements of the background check. It is mandatory that these badges be worn while serving as a SUNRISE HURRICANES' employees, coaches, program staff, or volunteers. Failure to wear the badge, can result in removal from the position by CITY or by determination of SUNRISE HURRICANES' Board of Directors.
- 2.7 Equipment. The CITY shall provide the SUNRISE HURRICANES with the following equipment, one each or set per participant:

Football

1 each reconditioned or new helmet with chin strap, facemask, and helmet decal;
1 pair socks to match game uniform;
1 each reconditioned or new shoulder pads (lifespan of 5 Years);
1 each game jersey;
1 each practice Jersey
1 each integrated game pants;
1 each integrated practice pants;
1 each football belt;
1 each mouthpiece
1 each coach's shorts
1 each coach's hat
Practice footballs as needed
Game footballs as needed
Kicking tees as needed
Helmet repair supplies as needed
Shoulder pad repair supplies as needed
Weight scale

Cheerleading

1 each practice short;
2 each practice t-shirts;
1 each game bloomers;
1 each Game uniform;
1 each Body liner;
1 each Hair Bow or accessory of equal value;
1 pair Socks to match game uniform;
1 each Cheer bag or accessory of equal value;

General

1 each AYFL Shirt for Official League Rep, Alternate League Rep and General Field League Reps
1 each Coaches / Team mom polo shirt
1 each Participation Award

- 2.8 Other items to be provided The CITY shall provide the SUNRISE HURRICANES with the following
Cheer/Stunt Clinic at CITY Facility (up to \$2500 value per fiscal year)
CITY transportation to cheer competition for cheerleaders and cheer coaches (Pending availability of CITY transportation resources. If CITY resources are not available, SUNRISE HURRICANES will be responsible for transportation to cheer competition.)
1 each Cheer Competition lunch at DIRECTOR or designee's approval.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall become effective upon execution by both parties and shall continue in effect for two (2) full years from the date of execution, unless otherwise terminated earlier as provided in Paragraph 11. This Agreement may be extended for two (2) one-year terms by written mutual agreement of SUNRISE HURRICANES, the CITY's DIRECTOR or designee and the CITY's Procurement Manager.
- 3.2 Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement, including, but not limited to Section 7, Indemnification, shall survive termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 3.3 The City of Sunrise is a bona fide governmental entity of the State of Florida with the CITY's fiscal year ending on September 30 of each calendar year. If the CITY does not appropriate sufficient funds to purchase or continue the services required under this Agreement for any of the CITY's fiscal years subsequent to the one in which the Agreement is executed and entered into, then, notwithstanding Section 11 "Termination" below, this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of CITY's obligation under this Agreement were last appropriated by CITY and CITY shall not, in the sole event be obligated to make any further purchase or payments beyond said fiscal year.

4. **RELATIONSHIP OF THE PARTIES.**

- 4.1 Independent Contractor. SUNRISE HURRICANES, its instructors, employees, subcontractors, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.
- 4.2 No Benefits. Neither SUNRISE HURRICANES nor any of its employees, subcontractors, volunteers and agents shall receive or be entitled to any benefits afforded to CITY employees.
- 4.3 Taxes and Other Employment Levies. CITY shall not be responsible for reporting or paying to SUNRISE HURRICANES employment taxes or other similar levies which may be required by federal or state law.
- 4.4 Duty to Use Reasonable Care for Accident Prevention. SUNRISE HURRICANES shall exercise reasonable care and precaution at all times for the protection of persons and property at the premises provided under this Agreement. SUNRISE HURRICANES shall notify the DIRECTOR or designee in writing within three (3) days of any event.

- 4.5 Third Party Beneficiaries. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
5. TAXES. SUNRISE HURRICANES shall pay all applicable sales, consumer, use and other similar taxes required by law.
6. LICENSE FEES AND ROYALTIES. SUNRISE HURRICANES shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patents rights of copyrights held by others and used in the performance of the work which is the subject of this Agreement, except those items specifically provided by the CITY.
7. INDEMNIFICATION.
- 7.1 General Indemnification. SUNRISE HURRICANES shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities reasonable attorneys' fees, and court costs arising out of or alleged to have arisen out of or in consequence of the performance of the services by the SUNRISE HURRICANES or its subcontractors, agents, officers, servants, independent contractors, employees or volunteers pursuant to this Agreement, specifically, including but not limited to, any act, omission, default or negligence of the SUNRISE HURRICANES in the provision of the services under this Agreement; and the violation of applicable federal, state, county or municipal laws, ordinances or regulations by SUNRISE HURRICANES.
- 7.2 SUNRISE HURRICANES shall defend all actions in the name of CITY when applicable, and select legal counsel with CITY's prior approval to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of SUNRISE HURRICANES under this indemnification agreement. Nothing contained in this Agreement is intended nor shall be construed to waive CITY's rights and immunities under the Section 768.28, Florida Statutes, as amended from time to time. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.
- 7.3 These indemnifications shall survive the term of this Agreement.
8. INSURANCE.
- 8.1 SUNRISE HURRICANES agree to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by SUNRISE HURRICANES is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SUNRISE HURRICANES.
- 8.2 Commercial General Liability: SUNRISE HURRICANES agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.
- 8.3 Additional Insured: The SUNRISE HURRICANES agree to endorse the CITY as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04, or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsement. The Additional Insured shall read "City of Sunrise."
- 8.4 Waiver of Subrogation. SUNRISE HURRICANES agree by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit SUNRISE

HURRICANES to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUNRISE HURRICANES agree to 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 specifically prohibiting such an endorsement, or voids coverage should SUNRISE HURRICANES enter into such an agreement on a pre-loss basis.

- 8.5 Certificate(s) of Insurance: SUNRISE HURRICANES agree to provide CITY a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) days' endeavor to notify due to cancellation or non-renewal of coverage. In the event the required coverage herein is cancelled, non-renewed or terminated for non-payment, the SUNRISE HURRICANES agree to notify the CITY via email within five (5) business days of the SUNRISE HURRICANES receiving said notice.

The Certificate Holder address shall read:

Original to:	Copy to:
City of Sunrise	City of Sunrise
Attn: Leisure Service Director	Attn: Risk Manager
Leisure Services Department	Risk Management Division
10610 W. Oakland Park Blvd,	10770 W. Oakland Park Blvd.
Sunrise, FL 33351	Sunrise, FL 33351
Fax 954-572-2476	Fax 954-572-2382

- 8.6 Right to Revise or Reject. CITY's Risk Manager reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- 8.7 Accidental Medical Insurance. The SUNRISE HURRICANES agree to maintain Accidental Medical Insurance in an amount not less than limit of \$100,000 per claim with a per claim deductible not to exceed \$100. Coverage shall also include Accidental Death and Dismemberment in an amount not less than \$25,000 per claim. CITY agrees to reimburse, not pay on behalf of, the SUNRISE HURRICANES for the annual policy cost, including final audits, of the Accidental Medical Insurance based on the limits set forth herein. Reimbursement is contingent on the CITY being furnished with a copy of the policy's quote from SUNRISE HURRICANES' agent, a copy of the policy's declaration page showing the annual premium, and a paid receipt from the SUNRISE HURRICANES' agent or copy of the front/back of the cancelled check for the amount of the annual premium. CITY's Risk Management Division shall review the supporting documents prior to reimbursement being authorized.

9. PUBLIC RECORDS.

- 9.1 The SUNRISE HURRICANES shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the SUNRISE HURRICANES and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the SUNRISE HURRICANES shall: (a) keep and maintain public records required by the CITY to perform the services provided hereunder; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow public 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 term of this Agreement and following completion of this Agreement if the SUNRISE HURRICANES do not transfer the records to the CITY; and (d) upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the

possession of the SUNRISE HURRICANES or keep and maintain public records required by the CITY to perform the service. If the SUNRISE HURRICANES transfer all public records to the CITY upon completion of the Agreement, the SUNRISE HURRICANES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUNRISE HURRICANES keep and maintain public records upon completion of the Agreement, the SUNRISE HURRICANES 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. If the SUNRISE HURRICANES fail to comply with the requirements in this Section 9, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the SUNRISE HURRICANES fail to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE SUNRISE HURRICANES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUNRISE HURRICANES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUNRISE HURRICANES SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk@sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

10. **WARRANTIES.**

- 10.1 SUNRISE HURRICANES warrant to CITY that it shall comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the Agreement.
- 10.2 SUNRISE HURRICANES warrant to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

11. **TERMINATION.**

- 11.1 **Termination for Convenience of CITY.** Upon ninety (90) calendar days' written notice delivered by overnight mail or by certified mail, return receipt requested, the CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Upon receipt of the notice of termination for convenience, the SUNRISE HURRICANES shall discontinue all work on or before ninety (90) calendar days from the receipt of written notice. Any services performed or expenses incurred by the SUNRISE HURRICANES shall be at SUNRISE HURRICANES own risk and the CITY shall not be responsible for the costs of those post termination services or expenses. The SUNRISE HURRICANES shall be paid for all work properly performed prior to the effective date of termination and for all materials, supplies and services which cannot be canceled and which were placed prior to the effective date of the termination.
- 11.2 **Termination for Cause.** This Agreement may be terminated by CITY for cause with thirty (30) calendar days' written notice delivered by overnight mail or by certified mail, return receipt requested to the SUNRISE HURRICANES, upon failure of the SUNRISE HURRICANES to materially perform any of the terms, obligations, restrictions, conditions, provisions or requirements set forth herein. The SUNRISE HURRICANES shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

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12. **ADVERTISEMENTS.** Requests for signs or advertisements of any kind shall be directed to the DIRECTOR, who will determine at her sole discretion whether to authorize signs or advertisements. Posters and flyers advertising any programs shall be approved in advance, in writing by the DIRECTOR or his duly authorized representative.
 13. **ASSIGNMENT.** SUNRISE HURRICANES recognize that the services of the SUNRISE HURRICANES are unique in nature and, therefore, the SUNRISE HURRICANES shall not assign, or transfer its rights, title or interests in the Agreement nor shall SUNRISE HURRICANES delegate any of the duties and obligations undertaken by SUNRISE HURRICANES without CITY'S prior written approval.
 14. **NON-EXCLUSIVITY.** This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase from other sources or perform with its own forces, the same kind of services to be provided by SUNRISE HURRICANES during the term of this Agreement.
 15. **NON-DISCRIMINATION.** No person, on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.
 16. **GOVERNING LAW; VENUE.**
 - 16.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.
 - 16.2 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in courts having jurisdiction over Broward County, Florida. Both parties agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in Section 7, should the parties be involved in legal action arising under or connected to the Agreement, each party will be responsible for their own attorneys' fees and costs.
 17. **PUBLIC ENTITY CRIMES**
 - 17.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, SUNRISE HURRICANES represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.
 18. **DISCRIMINATORY VENDOR LIST**
 - 18.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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. By execution of this Agreement, SUNRISE HURRICANES represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
 19. **PROHIBITION AGAINST CONTINGENT FEES.** SUNRISE HURRICANES warrant that it has not employed or retained any company or person other than a bona fide employee working solely for SUNRISE HURRICANES 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 bona fide employees working solely for SUNRISE HURRICANES any fee, commission, percentage, gift or other consideration contingent upon or resulting for the award for making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties relating to the subject matter superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.
21. **CUMULATIVE REMEDIES.** The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or in the future existing at law or in equity.
22. **SEVERABILITY.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected.
23. **PARAGRAPH HEADINGS.** All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limited or expanding the terms set out in this Agreement.
24. **NOTICES.** All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

CITY: Leisure Services Director
 City of Sunrise
 10610 West Oakland Park Blvd.
 Sunrise, Florida 33351

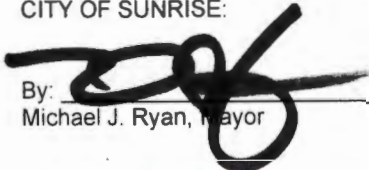
Copy to: Sunrise City Attorney
 City of Sunrise
 10770 West Oakland Park Blvd.
 Sunrise, Florida 33351

SUNRISE HURRICANES:
 George Guerra
 Sawgrass Youth Sports Sunrise, Inc.
 Program President
 395 Cambridge Lane
 Weston, FL 33326

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its duly authorized representative and the SUNRISE HURRICANES by and through its duly authorized representative on the dates indicated below.

CITY

CITY OF SUNRISE:

By: 
Michael J. Ryan, Mayor

Date: 3/30/18

AUTHENTICATION:

By: 
Felicia M. Bravo, City Clerk

(SEAL)

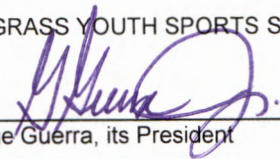


Approved as to form and legal sufficiency for the CITY:

Ely: 
Kimberly A. Kisslan, City Attorney

SUNRISE HURRICANES

SAWGRASS YOUTH SPORTS SUNRISE, INC.:

By: 
George Guerra, its President

Date: _____