

City of Pompano Beach

LICENSE AGREEMENT

with

Embracing Team, Inc.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2016, by and between:

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

and

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

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

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

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

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

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

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

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

ARTICLE 1 REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

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

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

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

ARTICLE 3 TERM AND RENEWAL

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

ARTICLE 4 RESPONSIBILITIES OF LICENSEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 RESPONSIBILITIES OF CITY

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

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

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

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

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

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

Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

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

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

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

5. Background Procedures. LICENSEE, its employees, volunteers, subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit 3. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release (Exhibit 4) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder.

CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy. Neither LICENSEE nor any of its employees, volunteers or other agents shall be authorized to provide services hereunder until the CITY has provided its written approval of such person(s). In addition, if any public or state agency with jurisdiction over the programming LICENSEE is to provide hereunder, LICENSEE shall adhere to those requirements and be responsible for any and all attendant costs.

ARTICLE 7

CITY'S RIGHT TO AUTHORIZE USE OF THE PROPERTY

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

ARTICLE 8

LICENSEE'S INDEMNIFICATION OF CITY

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

same occurs or the cause arises on or away from the Property. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action it has or may have for breaches or defaults by the CITY under this Agreement.

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

3. LICENSEE shall be solely responsible for insuring all personal property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the Property and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

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

ARTICLE 9 INSURANCE

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

ARTICLE 10 INDEPENDENT CONTRACTOR

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

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

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

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

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

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 15 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

ARTICLE 12 TERMINATION

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

ARTICLE 13 NO DISCRIMINATION

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

ARTICLE 14 PUBLIC ENTITY CRIMES ACT

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

ARTICLE 15 NOTICES AND DEMANDS

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

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

For CITY:

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

With a copy to:

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

For LICENSEE:

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

**ARTICLE 16
GOVERNING LAW AND VENUE**

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

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

**ARTICLE 17
CONTRACT ADMINISTRATOR**

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

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

ARTICLE 18
NO CONTINGENT FEE

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

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

ARTICLE 19
ATTORNEY'S FEES

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

ARTICLE 20
FORCE MAJEURE

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

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

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

ARTICLE 21
WAIVER AND MODIFICATION

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

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

ARTICLE 22
RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 23
SEVERABILITY

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

ARTICLE 24
APPROVALS

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

ARTICLE 25
ABSENCE OF CONFLICTS OF INTEREST

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

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

ARTICLE 26
BINDING EFFECT

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

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 28
LICENSE NOT LEASE

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

ARTICLE 29
DRUG FREE WORKPLACE

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

ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION

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

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

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

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

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

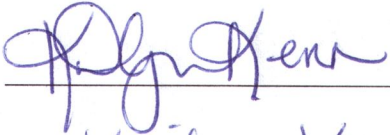
LICENSEE":

Witnesses:



Jonathan Nasser

Print Name

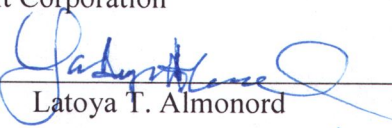


Kathryn Kern

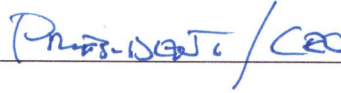
Print Name

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

By:


Latoya T. Almonord

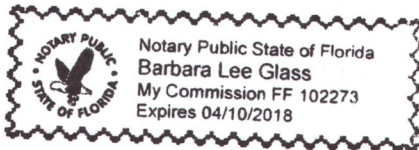
Title:


President / CEO

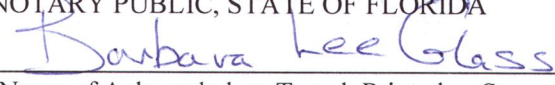
STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA


(Name of Acknowledger Typed, Printed or Stamped)

FF 102273
Commission Number

l:agr/recr/2016-956f
7/28/16