

**City of Pompano Beach**

**LICENSE AGREEMENT**

**with**

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## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between:

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

and

\_\_\_\_\_, an independent contractor  
(hereinafter “LICENSEE”)

**WHEREAS**, the CITY requires services which LICENSEE is capable of providing under the terms and conditions hereinafter described; and

**WHEREAS**, LICENSEE is able and prepared to provide the services and the insurance set forth respectively in Exhibits 1 and 4 with the dates and times to be mutually established by both parties; and

**WHEREAS**, subject to the terms of this Agreement, LICENSEE may use the CITY-owned and maintained premises located at \_\_\_\_\_ (the “Property”) to provide the services set forth in Exhibit 1 and more specifically detailed herein (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**

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

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

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

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

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

1. 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 (as applicable) or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

2. 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.

3. 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.

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

5. The CITY shall be entitled to rely upon the technical and leadership skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

6. 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**

This Agreement shall be for a \_\_\_\_\_ **week/month/year** term commencing \_\_\_\_\_, 201\_\_, and ending \_\_\_\_\_, 201\_\_. The CITY reserves the right to extend this Agreement for two (2) \_\_\_\_\_ week/month/year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 45 days prior to normal termination.

### **ARTICLE 4 RESPONSIBILITIES OF LICENSEE**

LICENSEE shall at all times provide the scope of services set forth in Exhibit 1 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.

1. 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.

2. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, ordinances and regulations as may now exist or as may hereafter be adopted, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity. Specifically, LICENSEE shall comply with Florida Statutes §501.143 (Dance Studio) and §501.0125 (Health Studio), where applicable. Additionally, LICENSEE shall at all times comply with CITY Code §98.06 (Unattended Children). Ignorance of the law will in no way relieve LICENSEE from this responsibility.

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

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

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

## **ARTICLE 5 RESPONSIBILITIES OF CITY**

A. 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.).

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

C. CITY, at CITY's sole expense, shall be responsible to promptly conduct the background checks on LICENSEE and its agents providing services under this Agreement.

## **ARTICLE 6 COMPENSATION, RECORDKEEPING, INSPECTION, AUDIT, BACKGROUND CHECK AND PUBLIC RECORDS PROCEDURES**

A. Compensation. CITY shall collect the registration, admission and/or application fees for all services LICENSEE provides under this Agreement in accordance with the provisions of this Article and Exhibit 2. Thirty percent (30%) of the total Program fees shall be retained by CITY and seventy percent (70%) shall be paid to LICENSEE by CITY as compensation for the services provided as described herein. CITY agrees to pay LICENSEE within thirty (30) days of the close of the month, if fees are collected on a monthly basis, or within thirty (30) days of the date on which fees are due from Program participants, if fees are collected on a one-time basis. LICENSEE shall receive no portion of additional registration, admission or application fees charged in accordance with the CITY's Fee Schedule, to wit, recreation program registration fees of \$10 for CITY residents and \$20 for non-residents.

B. Recordkeeping, Inspection and Audit Procedures. LICENSEE shall be required to record, preserve and make available at all reasonable times for CITY's local inspection, examination and audit, 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, if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this 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.



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

C. Background Check 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 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.

D. Public Records. 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 Agreement's term and following completion of the Agreement 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 Agreement, 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.

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](mailto:RecordsCustodian@copbfl.com)**

**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 the Property for special group functions upon reasonable written notice to LICENSEE.

**ARTICLE 8**  
**LICENSEE'S INDEMNIFICATION OF CITY**

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY and its agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly or indirectly out of or in connection with LICENSEE's provision of services and goods 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 other 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. 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 total compensation paid to LICENSEE hereunder shall constitute specific consideration to LICENSEE for the indemnification provided under this Article. These provisions shall survive expiration or early termination of this Agreement.

C. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property, stock or inventory of LICENSEE placed at the Property and that LICENSEE is solely responsible for insuring same against damage or loss of any nature or kind. LICENSEE further agrees 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 on the Property.

## **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 4. 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 for all purposes and not in any manner a CITY employee. As such, neither LICENSEE nor any of its agents performing services under this Agreement shall be subject to any withholding for tax, social security or other purposes by CITY nor entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from the CITY.

## **ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION**

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

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

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within

ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 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**

Both CITY and LICENSEE may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advances written notice to the other in accordance with Article 15 herein. However, CITY may provide LICENSEE verbal notice of termination if, in CITY's sole discretion, termination is necessary to protect the public health, safety or welfare although CITY shall promptly confirm said verbal notice in writing.

In the event of termination without cause, LICENSEE shall be compensated for services prior to the effective date of such termination. In the event LICENSEE abandons this Agreement or otherwise causes it to be terminated by CITY, LICENSEE shall indemnify the CITY against any loss pertaining to this termination. In the event that LICENSEE is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, said termination shall be deemed a termination for convenience.

## **ARTICLE 13 NO DISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND AMERICAN WITH DISABILITIES ACT**

A. No Discrimination. In the performance of this Agreement, LICENSEE and its agents shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, age, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, political affiliation or any other factor which cannot lawfully or appropriately be used as basis for service delivery.

B. American with Disabilities Act ("ADA"). LICENSEE shall affirmatively comply with all applicable provisions of the ADA, including Titles I and II regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines, and standards. LICENSEE shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for

employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

#### **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](mailto: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 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 86-4113 fax

**For LICENSEE:**

**E-Mail:**

**Phone:**

**Fax:**

#### **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.

\_\_\_\_\_ 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 AND COSTS**

In the event of any litigation involving the terms and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels. 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 LICENSEE's time and skill as does not interfere with LICENSEE's obligations hereunder.

## **ARTICLE 23 MISCELLANEOUS TERMS AND CONDITIONS**

A. 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.

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

C. The agents and representatives of CITY shall have the right to enter in and/or make inspections of the designated premises at any time for the purpose of securing compliance with the terms and conditions of this Agreement.

D. LICENSEE shall not, at any time, promote any privately owned business or studio without first receiving the express written consent of the CITY as to the method of its promotion. LICENSEE's failure to abide by this condition shall result in the immediate termination of this Agreement and LICENSEE being required to return or refund any portion of any compensation paid hereunder.

E. LICENSEE shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. LICENSEE shall not make any statements or take any actions detrimental to this effort.

F. LICENSEE and CITY acknowledge and agree that this Agreement and other contracts and agreements pertaining to LICENSEE's performance hereunder shall not create any obligation on the part of LICENSEE or CITY to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

#### **ARTICLE 24 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 25 APPROVALS**

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

#### **ARTICLE 26 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.

#### **ARTICLE 27 BINDING EFFECT**

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



**ARTICLE 28**  
**NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 29**  
**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 services set forth in Exhibit 1.

**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.

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**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:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, 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 is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number