

# **City of Pompano Beach**

## **LICENSE AGREEMENT**

**No. 13214**

**with**

**South Florida Technical College  
Preparatory Inc.**

## **INDEX OF EXHIBITS**

Exhibit “A”	Scope of Authorization
Exhibit “B”	Insurance
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**THIS LICENSE AGREEMENT** (“Agreement”), entered into on \_\_\_\_\_, by and between:

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

and

**South Florida Technical College Preparatory Inc.**, a Florida not for profit corporation (hereinafter “LICENSEE”).

**WHEREAS**, LICENSEE desires to utilize the CITY’s vacant athletic field located at 212 NW 16<sup>th</sup> Street, Pompano Beach, FL 33060 (the “Property”) to provide football practice (collectively the “Program” described in Exhibit “A,” Scope of Authorization); and

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

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

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

## **ARTICLE 1**

The above WHEREAS clauses are incorporated into, and made part of, this Agreement.

## **ARTICLE 2 REPRESENTATIONS**

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

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

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

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

4. CITY will make the Property available to the LICENSEE; additional details shall be set forth within Exhibit "A," Scope of Authorization.

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

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

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

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

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

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

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

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

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

**ARTICLE 3  
NON-ASSIGNABILITY AND SUBCONTRACTING**

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

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

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

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

**ARTICLE 4  
TERM AND RENEWAL**

The term of this Agreement shall commence upon execution by both parties and end on October 31, 2026.

**ARTICLE 5  
COMPENSATION**

LICENSEE compensation to the CITY shall be as specifically set forth in Exhibit "A," Scope of Authorization, and shall include payment of all applicable fees in accordance with the CITY's approved fee schedule, as may be amended from time to time.

**ARTICLE 6  
INSURANCE**

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

**ARTICLE 7  
PUBLIC RECORDS PROCEDURES**

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

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

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

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

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

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

**PUBLIC RECORDS CUSTODIAN**

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

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

**ARTICLE 8**  
**RECORDKEEPING, INSPECTION AND AUDIT**

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

**ARTICLE 9**  
**RESPONSIBILITIES OF LICENSEE**

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

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

B. *LICENSEE’s Responsibility for Damage or Loss of CITY Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the CITY Property prior to set up and after cleanup of Event. CITY expects all such Property to be restored by LICENSEE to the same condition which existed prior to set up of the Event. LICENSEE shall be responsible for all damage to, or loss of, CITY property as a result of its event conducted pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

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

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

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

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

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

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

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement. Furthermore, for programs that interact with minors, LICENSEE, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with a Level 2 background screening, as required by applicable law, including § 435.04, Florida Statutes, as amended from time to time. At least one (1) week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator documentation evidencing completion of the required Level 2 background screening and any releases or forms reasonably required by CITY to verify compliance. 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 under applicable law and/or CITY's background screening standards.

R. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 10 RESPONSIBILITIES OF CITY**

CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (e.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (e.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 9.

**ARTICLE 11**  
**MISCELLANEOUS TERMS AND CONDITIONS**

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

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

**ARTICLE 12**  
**INDEMNIFICATION OF CITY**

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

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

C. The indemnification requirements herein shall not serve as consent or authorization for CITY or LICENSEE to be sued by any third party.

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

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

### **ARTICLE 13 USE OF PREMISES**

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated CITY facilities for operation of its Program or Event(s) as described herein. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

### **ARTICLE 14 NO DISCRIMINATION**

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

### **ARTICLE 15 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 16 NOTICES AND DEMANDS, CONTRACT ADMINISTRATORS**

A. During the term of this Agreement, the CITY's Parks and Recreation Department's Recreation Director or their authorized written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement. LICENSEE's Contract Administrator shall be provided by LICENSEE upon commencement of services (or their authorized written designee) as further identified below.

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

**For CITY:**

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

**With a copy to:**

Recreation Director  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
scott.moore@copbfl.com  
(954) 786-4148 office  
(954) 786-4113 fax

**FOR LICENSEE:**

South Florida Technical College Preparatory Inc.  
1500 W Cypress Creek Road Suite 404  
Fort Lauderdale, FL 33309  
delvin.king@southfloridatechnicalcollege.org  
(954) 532-4116

**ARTICLE 17  
GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO 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 hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature 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 either party is unable to perform or delayed in their performance of any obligations hereunder 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.

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

## **ARTICLE 21 WAIVER AND MODIFICATION**

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

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

**ARTICLE 22  
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 23  
APPROVALS**

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

**ARTICLE 24  
ABSENCE OF CONFLICTS OF INTEREST**

During the time period this Agreement is in effect, LICENSEE, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, LICENSEE, its employees subcontractors, and agents shall refrain from acting adverse to the CITY's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the CITY and may be waived only upon additional review and approval by the CITY Manager.

Furthermore, none of LICENSEE's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or LICENSEE is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude LICENSEE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Article 27 below, Termination.

**ARTICLE 25  
BINDING EFFECT**

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

**ARTICLE 26  
LICENSE NOT LEASE**

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

**ARTICLE 27  
TERMINATION**

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 16 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Termination for Convenience of CITY.* Upon thirty (30) calendar days written notice in accordance with Article 16 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may terminate any activity of Program held pursuant to this Agreement upon the occurrence of any riot, violent disturbance or similar conduct, or hazardous weather condition, any of which threaten the immediate health or safety of the public or participants.

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

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default, as he/she deems appropriate under the circumstances. The CITY Manager shall render a decision within forty-five (45) days' receipt of the written notice or demand. If the CITY Manager's decision is not implemented within the deadline set forth therein, it shall be lawful for the 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.

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

**ARTICLE 28  
NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 29  
CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY**

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

**ARTICLE 30  
COUNTERPARTS**

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

**ARTICLE 31  
NON-EXCLUSIVE LICENSE**

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

**ARTICLE 32**  
**SCRUTINIZED COMPANIES**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, LICENSEE certifies that LICENSEE is not participating in a boycott of Israel. LICENSEE further certifies that LICENSEE is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has LICENSEE been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

ii. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after LICENSEE has submitted a certification, shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to LICENSEE of the CITY's determination concerning the false certification. LICENSEE shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, LICENSEE shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If LICENSEE does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**ARTICLE 33**  
**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. The entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

**ARTICLE 34**  
**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**ARTICLE 35**  
**ENTIRE AGREEMENT AND INTERPRETATION**

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

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

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**"LICENSEE"**

**South Florida Technical College Preparatory Inc.**

Witnesses:

*Valerie Valderrama*  
Signature

Valerie Valderrama  
Name Typed, Printed or Stamped

*Filaret Cotelban*  
Signature

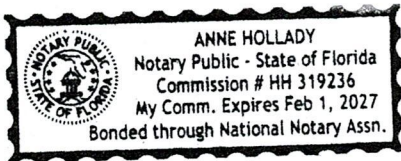
Filaret Cotelban  
Name Type, Printed or Stamped

By: *[Signature]*  
Delvin M. King, President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of June, 2026, by Delvin M. King as President of South Florida Technical College Preparatory Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:



*Anne Hollady*  
NOTARY PUBLIC, STATE OF FLORIDA

HH 319236 / Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

HH 319236  
Commission Number

Exhibit A  
Scope of Authorization  
South Florida Technical College Preparatory Inc.

**A. Introduction/Background**

South Florida Technical College Preparatory Inc. (“Licensee”) is a school, offering associate through doctoral degrees. It was established in 2025. Licensee recently launched its athletics program, including tackle football.

**B. Scope of Work**

The Licensee shall utilize a City of Pompano Beach (“City”) vacant athletic field located at 212 NW 16<sup>th</sup> Street, Pompano Beach, FL 33060 for football practice only. The scheduling of athletic field usage will be mutually agreed upon between the Licensee and the City.

The City will ensure that Licensee will be able to practice only, free of charge, Monday through Friday for a maximum of two (2) hours per day at the approved athletic field. Licensee and City will mutually agree upon the times prior to the start of the Program. Any additional requested days for field usage will be mutually agreed upon between Licensee and City and be at the cost of the Licensee.



Parcel Id: [484226000470](#)  
Owner: CITY OF POMPANO BEACH  
Situs Address: 212 NW 16 ST POMPANO  
BEACH FL 33060

Exhibit A  
Scope of Authorization  
South Florida Technical College Preparatory Inc.

**Summary Schedule of Tasks and Deliverables**

**Compensation -**

Licensee shall be responsible for the payment of all applicable fees associated with the use of the City's athletic field locations, including, but not limited to, field rental reservations for any requested football games. Payment shall be made in accordance with the City's approved fee schedule, as may be amended from time to time, and shall be due at least two (2) weeks in advance of the applicable reservation or event date.

Any additional costs for BSO/security, Parks staff, Public Works staff, Fire Rescue staff or other City services shall be at the sole cost of the Licensee.

Cancellations for field rentals that fall outside of the timeframe listed above shall follow the fourteen (14) day cancellation policy.

**Transfers/Subcontracts of Field Rentals and Reservations**

Licensee shall not be permitted to transfer, assign, resell, or otherwise convey their reservation to another party. Subcontracting, sublicensing, or allowing any third party to use the reserved field under the original permit holder's name is strictly prohibited.

The individual or organization listed on the approved rental agreement must be the sole user and responsible party for the duration of the reservation.

**Adult-Only Field Use Policy**

This reservation is limited exclusively to individuals eighteen (18) years of age or older.

Under no circumstances are minors permitted to participate, be present on the field, or engage in any activity associated with the rental, including but not limited to players, assistants, or informal participants.

**Prohibition on Sales**

The sale of concessions, food, beverages, merchandise, or any goods or services is not permitted in conjunction with this field rental.

**Field Use Limitation**

This reservation is restricted to football practice use only. No additional or secondary activities are allowed on the field at any time, to include, but not limited to, bands, cheerleaders, DJ's, entertainment groups, or any non-football-related participants or activities are strictly prohibited.

**Violations**

Any violation(s) of any of the above listed policies may result in immediate termination of the reservation without refund and suspension of future rental privileges.

Exhibit A  
Scope of Authorization  
South Florida Technical College Preparatory Inc.

**Trash and Clean-up of Permitted Area** – Licensee shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after any practice, scrimmage, meet or tournament. Licensee shall further be responsible for dismantling and removing all supplies and equipment. No items shall be stored on site.

## EXHIBIT B

### INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email [cindy.lawrence@copbfl.com](mailto:cindy.lawrence@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

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

B. Liability Insurance.

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

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

<b>Type of Insurance</b>	<b>Limits of Liability</b>		
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations	bodily injury and property damage		
___ explosion & collapse hazard			
___ underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent LICENSEES	personal injury		
XX personal injury			
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate		
-----			
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$10,000/\$20,000/\$10,000		
-----			
<b>REAL &amp; PERSONAL PROPERTY</b>			
___ comprehensive form	Agent must show proof they have this coverage.		
-----			
<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
-----			
<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
-----			

(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

## EXHIBIT C

### RECORDKEEPING, INSPECTION AND AUDIT PROCEDURES

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

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

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

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

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