~~CITY OF COOPER CITY~~
~~LICENSEE~~
AMENDED AND RESTATED **FACILITY USE AGREEMENT**

THIS IS AN AGREEMENT, dated the _____ day of _____, 2026~~5~~, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50 Place, Cooper City, Florida 33328, hereinafter referred to as "CITY," and

THE OPTIMIST CLUB OF COOPER CITY, INC., a nonprofit corporation authorized to do business in the State of Florida, with a business address of 10500 Stirling Road, Cooper City, 33026**,** hereinafter referred to as "LICENSEE." CITY and Licensee may be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the CITY owns, operates and maintains specific athletic fields and buildings within the City intended for recreational purposes; and,

WHEREAS, the relationship between the CITY and the LICENSEE has~~ds~~ historically been governed by Resolution No. 12-7-5, dated July 30, 2012, as amended; and

WHEREAS, on June 27, 2025, the Parties entered into a Facility Use Agreement, thereby redefining the relationship between the Parties and establishing terms and conditions for the LICENSEE's use of the CITY's athletic fields and facilities (the "Original Agreement"); and

WHEREAS, the Original Agreement was terminated by the City for convenience, effective October 12, 2026; and

WHEREAS, the Parties now desire to enter into this amended and restated ~~a written~~ agreement providing for the LICENSEE's continued use of certain athletic fields and buildings for recreational purposes consistent with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and LICENSEE agree as follows:

ARTICLE 1
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
TERM AND TERMINATION

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2.1 The term of this Agreement shall commence on ~~June 11, 2025~~October 28, 2026, and terminate on June 30, 2030 (the "Initial Term.").

2.2 The Agreement will automatically renew for additional five (5) year periods upon the same terms and conditions, unless terminated by either party pursuant to this Article.

2.3 *Termination:* This Agreement may be terminated by the CITY for default due to LICENSEE's failure to operate under the terms and conditions set forth herein. In the event of a default by the LICENSEE, the CITY shall provide the LICENSEE with written notice of any failure to operate under terms and conditions of this Agreement within ten (10) days said of action, and the LICENSEE shall be given at least thirty (30) days to cure the aforementioned default prior to a recommendation for termination being placed on a City Commission meeting agenda. CITY shall give LICENSEE no less than fourteen (14) days' advanced written notice of the City Commission meeting at which such recommendation for termination shall be determined. Additional time to cure any default may be granted by the CITY, in its sole discretion, if LICENSEE is diligently pursuing corrective action of said failure perform or observe any terms or provisions.

Additionally, the CITY may terminate this Agreement for convenience by providing the LICENSEE with no less than forty-five (45) days' written notice or notice of termination to be effective at the end of any existing season, whichever is shorter. If the CITY terminates this Agreement for convenience, LICENSEE shall be able to complete any youth sports programs that have commenced when written notice of termination has been received, including any programs that have completed registration. LICENSEE shall not begin registration for any youth sports programs following the receipt of notice of termination by the CITY pursuant to this section. In the event of a termination for convenience pursuant to this section, the CITY shall reimburse the LICENSEE for any equipment purchased and reasonable expenses incurred by LICENSEE within six (6) months prior to the CITY's issuance of a notice of termination. The intent of this provision is to ensure that if the CITY terminates this Agreement for convenience, such termination shall not disrupt any ongoing sports program that is in progress at the time of such termination by the CITY.

2.4 In June of every year, the Parties shall meet, in good faith, to discuss the performance of each party under this Agreement. At that meeting, the City may recommend reasonable amendments to this Agreement, subject to the LICENSEE's approval, which shall not be unreasonably withheld. Any amendments shall be evidenced by a written amendment to this Agreement.

ARTICLE 3
USE OF PROPERTY

3.1 The CITY hereby grants to the LICENSEE a non-exclusive license for the limited use of the "Property" listed in Exhibit "A." Use of the Property by the LICENSEE for any other activity(ies) is subject to the prior written approval of the City Manager or his or her designee. Approval shall

be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days before the date scheduled for the event. Notwithstanding anything contained herein to the contrary, the CITY shall have the right to authorize third parties to utilize the Properties for weekend tournaments or other temporary programs.

3.2 The Parties agree that special events sponsored by the CITY shall have priority for the use of the Property. The Parks and Recreation Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events, provided it does not conflict with previously scheduled activities.

3.3 Notwithstanding anything contained hereto to the contrary, nothing in this Agreement is intended to apply to any camp programs, including specialized camps or summer camp programs otherwise approved by the CITY. Further, this Agreement is solely intended to authorize the use of the CITY facilities by the LICENSEE, as set forth herein. Any other organizations affiliated with the LICENSEE or any of its members shall require a separate agreement with the CITY in order to utilize CITY facilities.

ARTICLE 4
OBLIGATIONS OF THE LICENSEE

4.1 The LICENSEE and the CITY shall attempt to maximize the participation of Cooper City residents in all of their programs. The following conditions shall apply to the registration of all programs sponsored by the LICENSEE:

- Residents shall not be denied a spot on any recreational program provided they register within the open registration period.
- Residents who wish to participate in Travel sports that meet the performance criteria, as determined by the assigned LICENSEE Travel Coach, shall not be denied a spot.
- Residents shall receive early notification of the registration process and shall be allowed to pre-register for all sports and activities operated by the Licensee.
- All non-resident participants shall pay a field usage surcharge at the time of registration as determined by the CITY, subject to Article 4.13. .
- Participants shall utilize a CITY- provided software for registration of all players and coaches. The City shall collect a registration fee for all resident participants; and a registration and field usage fee through the software program from each non-resident participant as determined by the CITY and as referenced in section 4.13.
- The LICENSEE shall utilize a CITY provided software for registration of all players and coaches, field assignments, payments, provide notifications and alerts to the participants, outside tournaments and background checks tracking. The intent of this Article is to provide for the uniform registration of all participates through the City-provided software, and the Parties shall coordinate in good faith to ensure a seamless registration process for all participants. The Parties will work in good faith to ensure a seamless transition to the

CITY-provided software for all registration. This may include the initial registration of one sport through the CITY's software with the intent of all registrations being processed through the CITY-provided software.

- To avoid confusion, the Parties agree that the intent of the CITY-provided software is to ensure that all registration fees, field usage fees, banner and team sponsorships and field rental fees are collected by the CITY. LICENSEE shall not receive remuneration from any third parties for field usage. All funds collected by the CITY and due to the LICENSEE shall be promptly remitted to the LICENSEE or deposited directly into the LICENSEE's bank account. The Parties shall work together in good faith to ensure a timely allocation of funds to each party and a proper accounting of all funds collected through the CITY-provided software system.

4.2 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.

4.3 The LICENSEE agrees that it shall be solely responsible for all costs and expenses associated with, or as a result of the operation of its programs under this Agreement excluding, but not limited to, building maintenance, field maintenance, cleaning and maintenance of the restroom facilities, structural and roof repairs to all concession stands, field equipment maintenance (ie nets, goals batting cages, l-screens, etc.) at the Sports Complexes as referenced in exhibit A; and further agrees that it shall be responsible for obtaining any licenses, permits, or certificates required to operate under this Agreement, including the cost associated therewith unless waived by the City; subject to Article 5 of this Agreement. Notwithstanding the foregoing, the LICENSEE shall conduct regular inspections of the restroom adjacent to the concession facilities, and shall immediately notify the City of any maintenance or upkeep needs at such facilities.

The Licensee may, at the CITY's sole discretion be provided access to and granted permission to store equipment within City facilities at the Sports Complexes.

4.4 The LICENSEE agrees that it shall not discriminate against any person based on race, color, religion, sexual orientation, gender, or gender identity in its use of the facilities above.

4.5 The LICENSEE agrees that it shall not make, or permit to be made, any improvements that required a building permit or improvements to the facilities listed in Exhibit A, except upon written approval of the City. Any improvements, changes or modifications approved by the City shall remain as part of the facility and the Property of the CITY at the end of the term of this Agreement. Naming of CITY facilities is subject to Sec. 2-8 of the CITY's Code of Ordinances, and nothing in this Agreement is intended to authorize the LICENSEE to name or rename any CITY facilities.

4.6 LICENSEE shall comply with Sec. 943.0438, F.S. (the "Statute), as may be amended from time to time. More specifically, LICENSEE shall ensure that all "athletic coaches," as defined by the Statute have completed and passed a Level II background screening pursuant to Section 435.04, F.S. before LICENSEE's use of the Property under this Agreement. Effective on the

implementation of the State Clearinghouse, the CITY will take responsibility for conducting the Level II background checks for all sports commissioners, board members, volunteers, officials, concessionaires and coaches. Any person who is deemed eligible to volunteer ("Covered Individual") will receive a City of Cooper City Volunteer Identification Card issued by the City in accordance with Exhibit C.

In its sole discretion, the City may request other individuals to undergo a Level II background screening before engaging in activities pursuant to this Agreement. Unless otherwise agreed to by the Parties, the LICENSEE shall be responsible for the cost of all background screening required pursuant to this section.

4.7 LICENSEE shall require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to possess an official City of Cooper City Volunteer Identification Card while on the Property. Failure to possess the identification card, while in direct contact with Program participants, guests, or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. City must provide all coaches, managers, or volunteers with the Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C" and as approved by the City.

4.8 The LICENSEE shall provide a calendar of activities for each specific sports activity to the Director of Parks and Recreation for approval. Each calendar shall be due to the Director no later than twenty (20) business days before the opening registration date and shall include, at a minimum: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; f) Approximate number of teams in the appropriate divisions of each activity. The Director of Parks and Recreation shall provide comments or approval of the proposed calendar within ten (10) days of receipt and will determine the number of participants that can be accommodated in each program. No unapproved or unscheduled events shall take place on the City Property. The Director of Parks and Recreation, or his/her designee, may stop any games or events not previously approved.

4.8.1 The LICENSEE must submit to the Director of Parks and Recreation, in writing, at least ten (10) business days before scheduled games, actual field dimensions and set up desired for play. Failure to submit the required information may result in a delay in holding the scheduled game(s). These delays will not extend the season. The CITY shall be responsible for preparing the fields, moving goals and equipment as required for each game, unless specifically authorized in writing by the Parks and Recreation Director.

4.8.2 LICENSEE shall provide revisions to the calendar to the Director of Parks and Recreation pursuant to Section 6.8.

4.8.3All games/events that need to be re-scheduled shall require LICENSEE to provide the time, date, and location with no less than a 24-hour notice to the CITY.

4.8.4 The City will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B."

4.9 The CITY will require field shutdown periods during the year for field restoration and renovation. The CITY shall provide LICENSEE with no less than 30 days' notice of field shutdown periods for any shutdown greater than three (3) days. Notwithstanding the foregoing, the CITY may immediately shut down any field that it is deemed by the CITY to be a safety issue or unforeseen issue that requires immediate attention to protect the safety and welfare of the users of such field. The LICENSEE must coordinate the schedule for each season with the Parks and Recreation Department to accommodate this mandatory field shutdown. Upon receipt of a notification of a shutdown pursuant to this section, LICENSEE shall immediately notify its membership of the shutdown.

4.10 The Licensee shall be required to establish and provide recreational teams for each sport and each season, as listed on Exhibit "A," as may be added by the CITY from time to time.

4.11 LICENSEE shall not allow coaches, managers, or volunteers to be compensated, either directly or indirectly, without prior written approval from the CITY. Notwithstanding the foregoing, no board member nor relative of any LICENSEE board member shall receive compensation for any services rendered pursuant to this Agreement, with the exception of referees or umpires. For purposes of this section, "relative" shall be as defined in Sec. 112.3135, F.S., as may be amended from time to time. A registration discount offered to coaches shall not be considered prohibited compensation pursuant to this section.

4.12 LICENSEE will establish, following the end of the official registration period for recreational sports programs, two (2) distinct sign-up waiting lists. One list will be for residents and the second for non-residents. With each available opening in a program, the resident's waiting list will be exhausted before contacting any non-resident. Further, the resident list shall be exhausted in the following order:

4.12.1 First - prior participants in the Program:
4.12.2 Second - persons who have not previously participated

4.13 Children of CITY employees, coaches and BSO personnel assigned to Cooper City, will be processed as part of the residents' priority group.

4.14 LICENSEE will always follow the City's Lightning Prediction System policy.

4.15 LICENSEE shall not hang any signs on CITY property without the written approval of the Director of Parks and Recreation. All approved signs shall be subject to Chapter 25, Article 2 of the City's Code of Ordinances (the "Code"), as may be amended from time to time. The Parties acknowledge that, at the time of execution of this Agreement, the Code prohibits banner signs in the CITY, and no signs shall be installed on any CITY property unless the Code is amended to authorize such signage. Notwithstanding anything stated herein to the contrary, the placement and location of all signs shall be subject to CITY approval, which LICENSEE shall obtain before installing any signs within the CITY. The CITY reserves the right, in its sole discretion, to deny or reject any sponsorship or signage that is determined by the CITY not to be in its best interests.

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4.16 The LICENSEE shall notify the Parks and Recreation Department of any damage, vandalism, needed repairs, or safety issues at their respective parks as soon as possible, not later than the next day.

4.17 In the event of any damage outside of normal wear and tear caused by the LICENSEE or any of its employees, volunteers, coaches, and officials the LICENSEE shall be responsible for restoring the Property or any other damaged area to its pre-existing condition before the damage. LICENSEE shall notify the CITY of any damage pursuant to this section prior to performing any repairs, and any repairs conducted by the LICENSEE shall be subject to all applicable permitting and procurement requirements.

4.18 The LICENSEE shall immediately notify the Parks and Recreation Department of any alcoholic beverages or illegal drugs known to be consumed on City property or in City facilities.

4.19 LICENSEE is required to pull a special event permit for all events (other than regular season games and season finals, such as but not limited to evaluations, opening/closing ceremonies) that require any additional equipment being brought into the park (including, but not limited to, bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval from the Director of Parks and Recreation and must be coordinated with the City before being forwarded to the City Clerk's office for processing.

4.20 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

4.21 Concession Stands.

4.21.1 CITY shall provide LICENSEE with access to concession stand facilities. The CITY will endeavor to manage the temperature within such facilities through reasonably available methods. All equipment within the concession stand facilities at the time of the execution of this Agreement shall be conveyed to the LICENSEE, as-is. LICENSEE shall be responsible for operating, maintaining and replacing, from concession stand revenue, all equipment within the concession stand facilities.

4.21.2 LICENSEE shall provide concession services from a Health Department certified food handler and inspection. Concession handler should maintain the concession area, during the use thereof. The LICENSEE shall maintain and replace equipment as needed. Concessionaire will also inspect the bathroom next to the concession area at least twice a day on the days the concession area is open and immediately notify the City of any maintenance or upkeep needs at such facilities. LICENSEE shall further ensure that all concession stands are cleaned at the completion of every day after use. LICENSEE shall maintain an inspection log detailing the concession stand cleaning schedule and maintenance schedule of all appliances contained within the concession stand. A copy of the inspection log shall be provided to the CITY quarterly. A copy of the food handler's Health Department certification shall be further provided to the City annually.

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4.22 Compliance with Audit Report.

4.22.1 Audit Report. Pursuant to Section 6.3 of the Original Agreement, the CITY engaged Winks Ledger to audit the LICENSEE's financial operations. The resulting audit report, dated May 18, 2026 (the "Audit Report"), is attached as Exhibit "E" and incorporated herein by reference.

4.22.2 Compliance Deadline. The LICENSEE shall comply with all high-priority recommendations set forth in the Audit Report no later than April 28, 2027 (the "Compliance Date"). The LICENSEE shall further work diligently to comply with all recommendations set forth in the Audit Report by the Compliance Date; however, the Parties agree that the high priority items are of critical importantance and shall be completed by such date.

4.22.3 Failure to Comply. If the LICENSEE has not complied with all such recommendations by the Compliance Date, this Agreement shall terminate immediately, unless the CITY, in its sole discretion, extends the Compliance Date in writing.

4.22.4 Determination of Compliance. The CITY shall be the sole arbiter of whether the LICENSEE has complied with the Audit Report recommendations by the Compliance Date.

ARTICLE 5
OBLIGATIONS OF THE CITY

5.1 The City shall provide routine maintenance of the facilities and shall supply adequate facilities throughout the regular season, post season, practices, and games, subject to budgetary considerations.

5.2 The CITY will provide athletic field lighting for activities described herein, accommodating scheduled games and practices previously approved by the Director of Parks and Recreation.

5.3 The City may limit, if necessary, the use of the facilities to prevent overuse, misuse, or abuse of facilities, subject to the City's sole discretion.

5.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use a facility as provided herein when, in the reasonable determination of the City, a facility (or facilities) is deemed unsuitable for use for any period. The City shall take such action as is necessary to prevent misuse of the facilities and misconduct by participants.

5.5 The City may, through the Director of Parks and Recreation, issue keys or card access to a City recreation facility to an authorized representative of the LICENSEE. Duplication of keys by the

authorized representative is prohibited and will result in the revocation of all key privileges and the changing of all affected locks.

5.6 The CITY, in conformance with establish practices will coordinate with the School Board of Broward County ("SBBC") to facilitate the LICENSEE's use of SBBC facilities for basketball programs pursuant to the Reciprocal Use Agreement between the CITY and the SBBC, dated April 19, 2022, as may be amended from time to time.

ARTICLE 6
ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

6.1 LICENSEE must be maintained as a 501(c)(3) not-for-profit organization and must comply with all regulations, as may be amended, required to keep said status. It is the CITY's expectation that a majority of the LICENSEEE's board shall be comprised of CITY residents. LICENSEE shall provide the CITY with a copy of all bylaws and governing documents, including any amendments thereto.

6.2 LICENSEE shall conduct at least two (2) board meetings which are opened to the public annually. LICENSEE shall notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at least three (3) days before the scheduled meeting date. In addition, the LICENSEE shall hold a meeting annually to elect and maintain a governing Board of Directors. Official minutes shall be recorded at each board and general meeting, and a copy shall be made available to the CITY upon request. The LICENSEE shall advise the Parks and Recreation Director in writing of the names and contact information of the Board of Directors and the dates of all general and board meetings.

Upon execution of this Agreement, the LICENSEE shall grant to the City one (1) club membership for one (1) individual CITY staff member, to be designated from time to time by the City Manager, to serve as an *ex officio* member of the LICENSEE's board of directors. The City's representative should have the right to attend all general meetings and board meetings of the LICENSEE's Board of Directors. Notwithstanding anything contained hereto to the contrary, all general meetings of the Board of Directors shall be open to the public.

6.3 Thirty (30) days after the end of the LICENSEE's fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, and LICENSEE's proposed next year operating budget. Upon request by the CITY, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs (i.e., recreational and travel/competitive separately), as well as the annual gross revenue that the LICENSEE receives from concession services. The CITY, at its sole discretion and the CITY's sole expense, may require a certified financial audit. The CITY will determine the scope of such an audit if needed. LICENSEE must also provide the number of children and adults served the number of volunteers, and the financial conditions of the LICENSEE, including all revenues and expenditures. The intent of this provision is to ensure that any and all financial records of the LICENSEE shall be retained

for a period of not less than five (5) years and shall be open for public inspection pursuant to the same standards of Chapter 119, F.S.

The LICENSEE, within thirty (30) days of filing, will provide the CITY with a copy of the LICENSEE's tax return.

6.4 Upon request by the CITY, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements, which shall include individual financial statements for each of LICENSEE's programs, i.e., recreational and travel/competitive, liabilities, assets, revenue, activities, and the name and contact information for the commissioner of each Program. Such Annual Report must also provide a list of members of the board of directors, including names and telephone numbers, and a report detailing the number and types of events of the previous year.

6.5 LICENSEE shall comply with all the Federal Tax Code's applicable and governing provisions and provide the Director of Parks and Recreation with a copy of all annual IRS filings.

6.6 LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches, and players. The Director of Parks and Recreation shall be provided with a copy of the code of conduct. The code of conduct shall include minimum guidelines to discipline any member for violating the Code of Conduct. LICENSEE agrees to maintain standards of conduct, disciplinary penalties, and action, as necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees, and other park patrons.

6.7 LICENSEE agrees to notify the CITY of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Parks and Recreation regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Parks and Recreation.

6.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to, LICENSEE's staff, instructors, volunteers, program participants, guests, and invitees while at any property listed on Exhibit "A" and during any activities organized by LICENSEE on any such property.

6.9 LICENSEE shall not engage in any for-profit or fundraising activities that require the use of the Property unless otherwise approved in writing by the CITY.

6.10 LICENSEE does not have the authority to sublease a facility to any other group or organization, including but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. The LICENSEE's insurance policy must cover all activities programmed by the LICENSEE, and the CITY must be listed as an additional insured. Nothing contained in this Agreement shall limit the City's right or

ability to lease any facility, or any portion thereof, to a third party for an activity or event approved by the City.

6.11 LICENSEE shall have a representative readily available who thoroughly understands the activities and uses of the Property pursuant to this Agreement, and who shall, as the LICENSEE's Agent, supervise, direct, and otherwise conduct the activities and use of the Property under this Agreement. LICENSEE's agents, representatives, and employees shall serve the public in a courteous, helpful, and impartial manner.

6.12 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.

6.13 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what personal data is collected from registrants and what is done with it. The privacy policy agreement shall be included in any document or website registration application that collects personal information. LICENSEE and the CITY agree that the sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant or required by law.

6.14 The LICENSEE is prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

6.15 Purchasing. LICENSEE shall establish purchasing guidelines to govern the purchase of all goods and services by the LICENSEE. Such guidelines shall include, at a minimum, a requirement that all purchases over $10,000 only occur after LICENSEE has received at least three (3) written quotes for the goods or services being procured. LICENSEE shall obtain such written quotes for purchases no less frequently than every three (3) years. In addition, no voting member or relative of a voting member of LICENSEE shall, directly or indirectly, purchase, rent or lease any realty, goods or services for LICENSEE from any business entity of which the voting member or relative is an officer, partner, director, or proprietor, or in which the member or the member's relative has a material interest. For purposes of this section, "relative" shall be defined in accordance with Sec. 112.3135, F.S., as may be amended from time to time.

6.16 Political Activity. In accordance with the Internal Revenue Code, as a 501(c)(3) organization, LICENSEE is prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Contributions to political campaign funds or public statements of position (verbal or written) made on behalf of the organization in favor of or in opposition to any candidate for public office violate the prohibition against political campaign activity.

The LICENSEE shall immediately suspend any member who violates this requirement in his/her official capacity. This includes, but is not limited to Board members, sports commissioners, coaches, referees, concession stand employees and anyone else holding an official role on behalf of the LICENSEE while serving in their official capacity. This further relates to the use of public property and organizational communications tools and proprietary lists for campaign purposes.

If a violation of this section occurs, the LICENSEE shall immediately notify the City Manager and City Attorney. Upon learning of a possible violation from the LICENSEE or other source, the City Attorney may report the incident and related details to the appropriate investigative authorities. Further, the violation shall be placed by the City Manager on the soonest City Commission agenda to determine if the issue warrants a violation of this Agreement, which may result in further action or termination of the Agreement.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1 LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents, and instrumentalities from any liability, losses, injuries (including death), claims (including allegations of sexual abuse), or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. Notwithstanding anything herein to the contrary, damage to property or injury or damage due to the CITY'S negligence, misconduct or breach of this agreement or failure to maintain the property and fields shall the CITY'S responsibility. The LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

The Parties agree that the CITY is not responsible for any individuals participating in the LICENSEE's programs conducted pursuant to this agreement. At the LICENSEE's written request, the CITY agrees to assert the public records exemption applicable to "government sponsored recreation programs," as set forth in Sec. 119.071(5), F.S., as it relates to participants in the LICENSEE's programs. Notwithstanding this assertion, the Parties agree that the CITY is not assuming responsibility for any participants in the LICENSEE's programs and the LICENSEE hereby specifically indemnifies the CITY and holds the CITY harmless against any liability resulting from the assertion of such exemption.

7.2 LICENSEE shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been confirmed by the CITY, nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Parks and Recreation Director before the commencement of this Agreement. Policies shall be

issued by companies authorized to do business under the laws of the State of Florida. According to the latest edition of Best's Insurance Guide published by A.M. Best Company, the insurance company rated no less than "A" as management and no less than "Class VI" as to financial strength.

7.4 Policies shall be endorsed to provide the CITY 30-day cancellation notice, or the LICENSEE shall obtain a written Agreement from its Agent to provide the CITY 30-day cancellation notice.

7.5 Insurance shall be in force until all obligations under the terms of the Agreement are completed, as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least ten (10) days before the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 LICENSEE shall obtain Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to, coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability.

Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Contract.

Sexual abuse may not be excluded from any policy.

LICENSEE’s insurance policies shall not have an exclusion for athletic participation injuries.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 LICENSEE shall obtain Worker's Compensation and Employers Liability Insurance covering all LICENSEE employees and/or volunteers engaged in the performance of the scope of work associated with this Agreement. If any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all it’s employees unless

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the protection afforded by the LICENSEE covers such employees. Coverage for the LICENSEE and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Not applicable
2. Employers Liability: Coverage B -$500,000 Each Accident $500,000 Disease – Policy Limit $500,000 Disease – Each Employee

If LICENSEE claims to be, exempt from this requirement. LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
1. Golf carts - $ _____

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability of no less than $1,000,000 per wrongful act.

7.6.5 Participants' Accidental Medical Insurance for no less than $25,000.

7.6.6 When applicable, Hosted Tournament Coverage with limits of no less than $1,000,000 per occurrence. Coverage must be included for both participant's and spectators' medical payments. The City of Cooper City must be included as an Additional Insured for this coverage.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an additional insured on each of the general liability policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 30-Day Notice of Cancellation or non-renewal to the CITY.
7.7.4 LICENSEE’s policies shall be Primary and Non-contributory.
7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY.

7.8 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

7.9 LICENSEE shall name the CITY as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers, and employees harmless because of claims for damages to persons, Property, or premises arising out of the services provided hereunder.

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7.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be needed for any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

7.11 CITY reserves the right to require any other reasonable and available types of insurance coverage and/or higher liability limits it deems necessary based on the nature of work performed under this Contract.

ARTICLE 8
VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising from this Agreement shall be in Broward County, Florida.

ARTICLE 9
SIGNATORY AUTHORITY

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 10
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity.

ARTICLE 11
BANKRUPTCY

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall terminate effective on the date and when the bankruptcy petition is filed.

ARTICLE 12
PUBLIC RECORDS

12.1 Public Records: The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

12.1.1 Keep and maintain public records required by the City to perform the service;

12.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the 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;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the City; and

12.1.4 Upon completion of the Agreement, LICENSEE shall transfer to the City, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Agreement.

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
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercity.gov

ARTICLE 13
MISCELLANEOUS

13.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement remain the Property of CITY, whether or not the project for which they are made is completed.

13.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

13.3 **Records.** LICENSEE shall keep such records and accounts and require any subcontractors to keep records and accounts as necessary to record complete and correct entries as to personnel hours charged to this engagement, as well as any expenses for which LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY. They shall be kept for ten (10) years after completing all work to be performed pursuant to this Agreement, or as otherwise required by Florida law.

13.4 **Assignments; Amendments.** This Agreement and any interests herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment that requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity.

13.5 **No Contingent Fees.** 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 other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

13.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be provided by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified. The places for giving notice shall remain such until changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CITY designate the following as the respective places for giving notice:

CITY Alejandro I. Rey, City Manager
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
arey@coopercity.gov

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Copy To: Jacob Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923
jhorowitz@gorencherof.com

LICENSEE _____ President
The Optimist Club of Cooper City, Inc.
10500 Stirling Road
Cooper City, FL 33024
Telephone No:
E-Mail:

13.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. If not physically attached, the exhibits should be treated as part of this Agreement and incorporated herein by reference.

13.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

13.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **Attorney's Fees.** If either party sues for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

13.15 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall to the best of its ability, protect CITY's Property from damage on account of the work being carried on under this Agreement, however, the CITY shall remain obligated for its repair and maintenance obligations stated in this agreement..

13.16 **Compliance with Statutes**: It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.

13.17 **Exclusive Use Agreement:** On February 23, 1993, the CITY and the LICENSEE entered into an Exclusive Use Agreement, whereby the CITY granted the LICENSEE the right to enter specific real Property and construct and maintain a building thereon to be used as a meeting location, storage facility, and concession stand. On June 14, 2022, the Parties executed the First Amendment to the Exclusive Use Agreement, thereby extending the term thereof through February 22, 2053. A copy of the Exclusive Use Agreement, as amended, is attached hereto as Exhibit "D" and incorporated herein. As of the effective date of this agreement, Resolution _____ shall be null and void and of no further force or effect.

The Exclusive Use Agreement, as amended, shall terminate immediately upon termination of this Facility Use Agreement. Upon termination, the LICENSEE shall return the Property described in Exhibit "D" to the CITY in the same condition that it was received at the commencement of the Exclusive Use Agreement, less wear and tear unless otherwise agreed to by the Parties. If the CITY permits any improvements to remain on the Property at the termination of this Agreement, such improvements shall become the Property of the City. The Exclusive Use Agreement shall remain in full force and effect unless specifically amended herein. In the event of any conflicts between this Agreement and the Exclusive Use Agreement, this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST: **CITY**

_____ BY:_____

TEDRA ALLEN
CITY CLERK

ALEJANDRO I. REY
CITY MANAGER

APPROVED AS TO FORM BY:_____

MAYOR JAMES CURRAN

_____

OFFICE OF THE CITY ATTORNEY

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LICENSEE

Witnesses:

OPTIMIST CLUB OF COOPER CITY INC.

_____

BY: _____

Print Name: _____

Title: _____

_____

Print Name

_____

_____

Print Name

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STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of THE OPTIMIST CLUB OF COOPER CITY, INC.,, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of THE OPTIMIST CLUB OF COOPER CITY, INC.s for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, 2025.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

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Exhibit A
Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE a non-exclusive license for the use of the Properties to operate the following permitted sports programs pursuant to this Agreement:

1. Travel Baseball - Youth
2. Recreational Baseball - Youth
~~3. Cheerleading - Youth~~
~~4.~~3. Travel Soccer - Youth
~~5.~~4. Recreational Soccer - Youth
~~6.~~5. Basketball - Youth
~~7.~~6. 5 on 5 Flag Football - Youth
~~8.~~7. Sand Volleyball - Adults
~~9.~~8. Sand Volleyball - Youth
~~10.~~9. 5 on 5 Soccer - Youth
~~11.~~10. Flag Football – Youth
~~12.~~11. Travel Softball – Youth
~~13.~~12. Softball – Youth

The CITY shall have the right to add additional sports program to this list of approved sports from time to time. The CITY may remove any one (1) of the sports listed above. The LICENSEE may remove sports programs from this list of approved sports by providing written notification to the CITY no less than one hundred twenty (120) days before the commencement of registration for the program that the LICENSEE intends to remove.

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows, subject to the provisions outlined in this Agreement:

1. *Bill Lips Sports Complex – 11700 SW 49th Place, 33330*
2. *Cooper City Sports Complex – 10300 Stirling Road, 33026*
3. *Flamingo West Park – 6201 S. Flamingo Road, 33029*

Need to separate these facilities and reference the agreement with the school board.

4. *Pioneer Middle School – 5350 SW 90th Avenue, 33028*
5. *Cooper City High School – 9401 Stirling Road, 33328*
6. *Griffin Elementary School – 5050 S.W. 115th Avenue 33330*

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Exhibit B

Fee / Rental Schedule

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Exhibit C
City of Cooper City Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures

Subject to the provisions of Section 4.6 of this Agreement, which requires specific individuals to undergo a Level II background screening pursuant to Section 943.0438, F.S., all other volunteers, coaches, and others who have access to youth pursuant to this Agreement shall undergo a Level II background screening pursuant to Section 435.03 of the Florida Statutes. The Background Check policy applies to all athletic coaches, as defined by the Statute.

City's Enforcement of Ordinance:

In collaboration with the LICENSEE, the City of Cooper City Parks and Recreation Department staff will monitor activity and randomly monitor all volunteers (i.e., coaches, instructors, managers, board members, and other volunteers). The LICENSEE is required to monitor all volunteers and coaches before the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers must show their photo ID badge if asked for by a staff member, police officer, or elected official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

If a volunteer does not have his/her photo ID badge visible or in its possession, and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the LICENSEE .

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.
For more information, please get in touch with the City of Cooper City:
Parks and Recreation Director Stacie Weiss
(954) 434-4300

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EXHIBIT D
Exclusive Use Agreement, as amended

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