

LICENSE AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, **2024** by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, FL 33328** (hereinafter referred to as the "CITY")

and

FRANKLIN ACADEMY FOUNDATION, INC., an charter school authorized to do business in the State of Florida, with a business address of **6301 S. Flamingo Road, Cooper City, FL 33330** (hereinafter referred to as the “LICENSEE”). LICENSEE and CITY may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the CITY owns and maintains Flamingo West Park, located at 6201 S. Flamingo Road in Cooper City (the “Park”); and,

WHEREAS, CITY is willing to grant LICENSEE a license to access and use certain parking lot areas located in the Park, as more particularly described on Exhibit “A” for the purpose of staging vehicles during certain times in an effort to alleviate traffic congestion on Flamingo Road; 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 – RECITALS

1.1 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference. All exhibits attached hereto are incorporated herein by reference.

ARTICLE 2 – LICENSE

2.1 **Grant of License.** CITY hereby grants to LICENSEE a non-exclusive, non-transferable license (“License”) to use, at its sole cost and expense, various parking lot areas (the “Property”) in the parking lot of Flamingo West Park, located at 6201 S. Flamingo Road, Cooper City, FL 33330 for the purpose of staging vehicles during certain times in an effort to alleviate traffic congestion on Flamingo Road.

2.1.1 LICENSEE’s use of parking lot areas at the Park shall be limited to the following times on regularly scheduled school days during the school year:

A) Drop off (K-5th): 6:50 a.m. – 7:30 a.m.

Drop off (6-8th): 8:00 a.m. – 8:30 a.m.

B) Pickup (K-5th): 2:00 p.m. – 2:45 p.m.
Pickup (6-8th): 3:00 p.m. – 3:45 p.m.

C) Early release days (K-5th): 11:15 a.m.
(6-9th): 12:15 p.m.

Should the pick-up/dismissal times change at any point, the LICENSEE shall notify the CITY ten (10) days beforehand.

LICENSEE shall not unlock or access the Park prior to the times set forth herein or prior to such time that the LICENSEE is prepared to receive students. LICENSEE shall not permit the staging of vehicles at any time other than the timeframes set forth in this section. The Park opens at 8:00 a.m. LICENSEE shall lock all gate access to the Park between 7:30 a.m. and 8:00 a.m.

2.1.2 The CITY has issued two (2) keys to the LICENSEE to access the Park for the purposes set forth herein. A copy of the LICENSEE's acknowledgment of receiving the keys is attached as Exhibit "A." In the event that this agreement is terminated for any reason, the LICENSEE shall immediately return all keys to the CITY.

2.1.3 LICENSEE shall have no less than two (2) staff members located at the Park during all drop-off and pick-up times, as set forth in Section 2.1.1.

2.1.4 LICENSEE shall be responsible for the restoration of any damage that occurs to the parking lot areas as a result of the LICENSEE's use.

2.1.5 The License granted herein shall remain valid until termination of this Agreement.

2.2 **License Fee.** LICENSEE agrees to pay CITY Five Thousand Dollars and 00/100 ("License Fee") per year for the use of Property pursuant to the terms and conditions described herein. The License Fee shall be paid in full upon execution of this Agreement. The CITY reserves the right to charge an additional license fee at any time during the term of this agreement, subject to the mutual written agreement of the Parties.

2.3 LICENSEE agrees that it shall be solely responsible for any and all costs and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, if any, including the cost associated therewith, unless waived by the City.

ARTICLE 3 – SPECIAL CONDITIONS

3.1 **Term.** This Agreement shall be effective upon execution. Unless terminated earlier, the term of Agreement expire on June 30, 2025. The Parties shall have the option to renew for additional one (1) year periods thereafter, evidenced by a written amendment signed by the Parties hereto.

3.3 **Termination.** Either party may terminate this Agreement for convenience, upon seven (7) days' written notice to the other party. This agreement shall be subject to termination by CITY for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fifteen (15) days after receipt by LICENSEE of written notice of such neglect or failure.

3.4 **Transfer.** LICENSEE shall not assign or transfer the rights described herein for any purpose.

3.5 LICENSEE shall accept Property in its current "as is" condition. LICENSEE agrees it shall not make, or permit to be made any changes or improvements to the Property, except upon written approval of the City. Any changes or improvements approved by CITY shall remain as part of Property and the property of the CITY at the end of the term of this agreement.

3.6 CITY reserves the right to limit, if necessary, the use of Property or the Park to prevent misuse or abuse of the Property, at the sole discretion of CITY.

3.7 LICENSEE shall furnish all services, labor, equipment, and materials necessary and as may be required herein, all work performed by LICENSEE shall be done in a safe and professional manner.

ARTICLE 4 – INDMENIFICATION

4.1 LICENSEE hereby agrees to indemnify CITY and hold CITY harmless from any and all claims, demands, liabilities, losses, damages, or expenses which may be incurred by LICENSEE or by any parents or other individuals utilizing the Property on behalf of LICENSEE pursuant to this Agreement which may arise or be claimed against CITY by any person, including, but not limited to, any claim, liability, loss, damage or expense arising by reason of: (i) the injury to person or personal property from whatever cause while in LICENSEE's care, or while on or adjacent to Property, or for claims which are in any way connected with LICENSEE's use Property or the Park, during the term of Agreement; (ii) any work performed or services provided by LICENSEE, its agents, or employees; (iii) LICENSEE's failure to perform any provision of this Agreement or to comply with any requirement imposed on it by any duly authorized governmental agency or political subdivision; or (iv) LICENSEE's failure or inability to pay as they become due any obligations incurred by it in connection with LICENSEE's obligations hereunder. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of LISCENSEE. For purposes of this indemnification, CITY shall include any officer, employee, or agent of CITY, in their official or individual capacity.

4.2 Upon completion of all services, obligations and duties provided for in this

Agreement, or in the event of termination for any reason, the terms and conditions of this Article shall survive indefinitely.

ARTICLE 5 – INSURANCE

5.1 LICENSEE shall pay all claims and losses in connection with the services to be provided herein and related to the use of License 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 attorneys' fees which may issue thereon. LICENSEE expressly understands and agrees that any insurance protection required by this Agreement 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.

5.2 LICENSEE shall not commence performance under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by CITY's Risk Manager.

5.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

5.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the LICENSEE or their Insurance Broker must agree to provide notice.

5.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of this Agreement are satisfactorily completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the LICENSEE shall furnish, at least forty-five (45) days prior to 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 neither commence nor continue to provide any 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.

5.6 REQUIRED INSURANCE

LICENSEE shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

5.6.1 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 the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

5.7 REQUIRED ENDORSEMENTS

5.7.1 The City of Cooper City shall be named as an Additional Insured on each of the Policies required herein.

5.7.2 Waiver of all Rights of Subrogation against the CITY.

5.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

5.7.4 LICENSEE's policies shall be Primary & Non-Contributory.

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

5.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

5.8 Any and all insurance required of the LICENSEE pursuant to this Agreement must also be required by 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 subcontractors shall maintain such policies during the term of this Agreement.

5.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

ARTICLE 6 – NON-DISCRIMINATION & EQUAL OPPORTUNITY

During the performance of the Agreement, neither the LICENSEE nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. LICENSEE will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or

disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LICENSEE shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. LICENSEE further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 7 – INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the LICENSEE is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The LICENSEE shall retain sole and absolute discretion in the judgment of the manner and means of carrying out LICENSEE's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of LICENSEE, which policies of LICENSEE shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of LICENSEE's funds provided for herein. The LICENSEE agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the LICENSEE and the CITY and the CITY will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8 – UNCONTROLLABLE FORCES

Neither CITY nor LICENSEE shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

The CITY may, in its sole discretion, at any time and without notice to the LICENSEE, access the Property and, if necessary to ensure the health, safety and welfare of the community, deny LICENSEE access to the Property for any reason.

ARTICLE 9 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 10 – MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and all 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 herewith.

ARTICLE 11 – PUBLIC RECORDS

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

11.1.1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 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;

11.1.3 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

11.1.4 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.

11.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
9090 S.W. 50th Place**

COOPER CITY, FL 33028
(954) 434-4300, x 291
tallen@coopercity.gov

ARTICLE 12
MISCELLANEOUS

12.1 **Records.** LICENSEE shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to perform pursuant to Agreement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement.

12.2 **Notice.** Whenever any party desires to give notice unto any other party, it must be given 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, and the places for giving of notice shall remain such until they shall have been 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 of notice:

CITY: Ryan T. Eggleston, City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33028
Telephone No. (954) 434-4300, x293

Copy To: Jacob G. 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

LICENSEE: Scott Sznitken, Executive Director
Franklin Academy Foundation, Inc.
1225 SE 2nd Avenue
Fort Lauderdale, FL 33316
Telephone No. (954) 745-7601

12.3 **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.

12.4 **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.

12.5 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed 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.

12.6 **Attorneys' Fees.** In the event that either party brings suit 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.

12.7 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect CITY's property from all damage whatsoever on account of the services being carried on pursuant to this Agreement.

12.8 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.9 **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, including Florida Information Protection Act, Section 501.171, Florida Statutes, if applicable.

12.10 **Scrutinized Companies.** LICENSEE, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 governmental entity for goods or services of:

12.10.1 Any amount of, at the time 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

12.10.2 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:

12.10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.10.2.2 Is engaged in business operations in Syria.

12.11 **Electronic Signatures.** Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

12.12 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

12.12.1 Definitions for this Section:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

12.12.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor

acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: _____
MAYOR GREG ROSS

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

LICENSEE:

Signed By: _____

Name: _____