



City of Pembroke Pines

**FACILITY USE AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES
AND SOMERSET ACADEMY**

THIS IS AN AGREEMENT (“Agreement”), dated the ____ day of _____, **2026** (the “Effective Date”) by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

SOMERSET ACADEMY, INC., a not-for-profit corporation, as listed with the Florida Division of Corporations, and with a business address of **20801 JOHNSON STREET, PEMBROKE PINES, FL 33029** (hereinafter referred to as the “LICENSEE”). CITY and LICENSEE may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

**ARTICLE 1
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY owns, operates, and maintains Pembroke Shores Park, located at 501 SW 172 Avenue, Pembroke Pines, FL 33028 (the “FACILITY”), consisting of eight (8) baseball fields, a covered playground, batting cages, and other recreational amenities.
- 1.2 LICENSEE has rented baseball fields at the FACILITY from CITY for several years for school-related purposes and now desires to enter into a written long-term agreement with CITY for LICENSEE’s non-exclusive use of Baseball Field Number Seven (“Field No. 7”) at the FACILITY as more particularly described in **Exhibit “A”**.



- 1.3 The CITY desires to enter into a written agreement with LICENSEE to permit LICENSEE's continued and non-exclusive use of Field No. 7 at the FACILITY, to permit LICENSEE to construct certain improvements to Field No. 7, including the construction of an artificial turf baseball field, and to provide additional improvements to Field No. 7 as more specifically set forth within this Agreement.

ARTICLE 2

TERM AND TERMINATION

2.1 **Term.** This Agreement shall commence on the Effective Date; however a ten (10) year term shall commence on the earlier of the following two dates: (i) the date CITY issues a Certificate of Use to LICENSEE for LICENSEE's use of Field No. 7; or (ii) two (2) years after the Effective Date. To avoid confusion, the Parties intend for LICENSEE to be able to use the FACILITY for a period ten (10) years following the completion of any improvements to Field No. 7; however, under no circumstances shall this Agreement remain in effect for more than twelve (12) years from the Effective Date. Thereafter, CITY and LICENSEE may renew this Agreement for up to four (4) additional five (5) year periods upon written notice to CITY by LICENSEE no less than ninety (90) days prior to the expiration of the then-current term and pursuant to mutual written consent of the Parties and approval by the CITY Commission.

2.2 **Termination for Convenience.** If either Party seeks to terminate this Agreement for convenience, the Party requesting termination shall provide written notice to the non-terminating Party. CITY and LICENSEE stipulate that there shall be a mandatory meeting between CITY and LICENSEE within no more than thirty (30) days following the written termination request from the terminating Party to the non-terminating Party. After the mandatory meeting, if CITY and LICENSEE are not able to come to an agreement to permit LICENSEE's continued use of the FACILITY, this Agreement may be terminated by either Party for convenience sixty (60) days after the date of the mandatory meeting; however, any season that has commenced as of the mandatory meeting shall be permitted to finish. In the event the CITY terminates this Agreement during the Initial Term pursuant to this Section, CITY shall reimburse LICENSEE for the cost of any improvements made by LICENSEE to the FACILITY prior to City's submittal of a notice of termination letter to LICENSEE. Such reimbursement shall be calculated on a prorated basis over the Initial Term of this Agreement. Cancellation by CITY of this Agreement shall not entitle LICENSEE to any other damages, including consequential damages or otherwise, beyond the prorated amount described herein. In the event the LICENSEE terminates this Agreement pursuant to this Section, the LICENSEE shall not be entitled to reimbursement for the improvements.

2.3 **Default by LICENSEE.** In addition to all other remedies available to CITY, 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, including bankruptcy or financial insolvency of LICENSEE, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by LICENSEE of written notice of such neglect or failure. CITY and LICENSEE stipulate that there shall be a mandatory meeting



between CITY and LICENSEE within no more than thirty (30) days following the written termination request from CITY for cause. After the mandatory meeting, if CITY and LICENSEE are not able to come to an agreement to permit LICENSEE's continued use of the FACILITY, this Agreement may be terminated by either Party for cause, (1) year after the date of the mandatory meeting. In the event of CITY's termination of this Agreement due to default by the LICENSEE, CITY shall not be required to remit any payment to LICENSEE for any improvement(s) completed or in-progress at the time of Termination.

- 2.3.1 Notwithstanding the foregoing, this Agreement may be terminated by CITY for cause, effective immediately if CITY believes performance by LICENSEE poses an immediate threat to the health, safety, or welfare of CITY and members of the community.

ARTICLE 3 **USE OF FACILITY**

3.1 The CITY grants LICENSEE a non-exclusive license to use the FACILITY during the dates and times more specifically described in **Exhibit "A"**, attached hereto and made a specific part hereof. Any additional days or times the LICENSEE desires to use the FACILITY must be first approved by the CITY.

3.2 **Changes in Use of FACILITY.** Should LICENSEE desire to expand its use of the FACILITY, as granted herein, LICENSEE shall submit a request in writing to City Manager or his/her designee describing the desired use of FACILITY with the desired dates and times applicable. Approval shall be at the sole discretion of the CITY and shall be requested at least sixty (60) days prior to such proposed use. CITY shall provide LICENSEE with a response in writing within fourteen (14) days of LICENSEE's request. Should the request gain CITY's approval, the Parties hereto shall execute an amendment or addendum hereto.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 In consideration for LICENSEE's non-exclusive right to use Field No. 7 pursuant to **Exhibit "A"**, and as consideration for such use, LICENSEE shall fully-fund and complete the Improvements described in **Exhibit "B"**. The Improvements described in **Exhibit "B"** shall constitute full and sufficient consideration for all rights granted herein. No rental or other monetary payments shall be due during the Initial Term or any renewal term of this Agreement.

4.2 The LICENSEE shall not be responsible for any additional payments to City as consideration for this Agreement unless the CITY and LICENSEE execute a written amendment to this Agreement, approved by the CITY Commission, expressly providing for such additional consideration.



ARTICLE 5
LICENSEE'S DESIGN AND DEVELOPMENT OF FIELD NO. 7 (PHASE 1)

5.1 **Exhibit "B"** contains the LICENSEE's conceptual plan for the improvements to Field No. 7 including, but not limited to, general scope of work, details, and renderings of the proposed improvements. LICENSEE has represented that the total estimated cost of the improvements is approximately **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100** (\$1,500,000.00) (the "Projected Cost"); the Projected Cost is an estimate for planning purposes only and is not incorporated as a binding cost.

5.2 Upon execution of this Agreement, LICENSEE shall prepare and submit all final design documents, construction drawings, turf manufacturer specifications, drainage plans, maintenance requirements, and a proposed work schedule (the "Proposal") to the City Manager or the City Manager's designee. The City Manager or designee shall review the Proposal for consistency with **Exhibit "B"** and for compliance with applicable City standards. An approval of the Proposal by the City Manager, is subject to the City Manager's sole discretion. No construction or implementation of the Proposal on City property may begin until LICENSEE receives written approval from the City Manager.

5.3 LICENSEE shall construct all improvements strictly in accordance with the design and specifications of the Proposal as approved by the City Manager or Manager's designee and in compliance with all applicable laws, codes, and permitting requirements.

5.4 LICENSEE shall ensure that all of its employees, contractors, subcontractors, and agents are engaged in the improvements comply with all insurance requirements set forth in Article 11 and all indemnification requirements set forth in Article 10 and LICENSEE shall ensure that the CITY is named as an additional insured on all insurance policies required under Article 11.

5.5 CITY shall be included as a warranty and guarantee beneficiary under LICENSEE's construction contracts.

5.6 Nothing contained in any agreement between LICENSEE and its contractor(s) or subcontractor(s) or between the CITY and its contractor(s) or subcontractor(s), shall be deemed to waive, limit, or impair (i) the CITY's sovereign immunity or any liability limitations or defenses available to the CITY under Section 768.28, Florida Statutes, or other applicable law, or (ii) to the extent applicable, any immunities, liability limitations, caps, or defenses available to the LICENSEE under applicable law. All such rights, immunities, limitations, and defenses are expressly reserved by each party.

5.7 Once the final plans and construction documents are approved by the CITY, the CITY Manager or Manager's designee shall issue LICENSEE a Notice to Proceed with the construction of the improvements in accordance with the approved plans and work schedule.



5.8 Upon completion of the improvements, CITY and LICENSEE shall jointly establish and agree upon the Final Cost of Construction, which shall be documented in writing and retained for purposes of applying Article 2, if invoked.

ARTICLE 6
LICENSEE'S NON-EXCLUSIVE USE OF FIELD NO. 7 (PHASE 2)

6.1 CITY shall issue a Certificate of Use upon LICENSEE's completion of the approved improvements to Field No. 7 and transfer by LICENSEE to CITY of all warranties received by LICENSEE related the improvements to Field No. 7 made pursuant to this Agreement.

6.2 Upon receipt of a Certificate of USE from CITY, LICENSEE shall begin its non-exclusive use of Field No. 7 and the FACILITY according to the terms herein.

ARTICLE 7
OBLIGATIONS OF THE LICENSEE

7.1 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 Facility rules and regulations as they may be modified from time to time.

7.2 The LICENSEE agrees that the LICENSEE shall be solely responsible for all costs and expenses associated with, or as a result of LICENSEE's performance pursuant to this Agreement and further agrees that LICENSEE shall be responsible for obtaining any and all licenses, permits, approvals, or certificates required to operate under this Agreement, including the cost(s) associated therewith.

7.3 LICENSEE shall have a competent supervisor on site who thoroughly understands the activities and uses of the Facility pursuant to this Agreement, 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.

7.4 LICENSEE agrees that LICENSEE shall not make or permit to be made any structural changes or improvements to the aforementioned Facility, except those improvements described in Article 8 or upon obtaining prior written approval by CITY. Any changes or improvements approved by the CITY shall remain as part of the FACILITY and the property of CITY at the termination of this Agreement.

7.5 LICENSEE shall not hang any banners at or around the FACILITY without approval of the City; provided, however, that CITY and LICENSEE agree that LICENSEE may install and display temporary banners and signage related to LICENSEE's school programs, athletic activities, and sponsor recognition during LICENSEE's approved use of the FACILITY, subject to CITY requirements, rules, and standards. All approved banners and signs shall be placed on the interior athletic field fencing unless otherwise approved by the CITY. Any banner or signage larger



than 4' X 6' must receive prior written approval from the City Manager or City Manager's designee.

7.6 LICENSEE shall notify the Recreation and Cultural Arts Department of any damage, vandalism, needed repairs or safety issues at FACILITY immediately upon discovery.

7.7 In the event of any damage caused by the LICENSEE or any of its representatives, including but not limited to; employees, volunteers, students, and parents, LICENSEE shall be responsible for the cost of restoring the Facility or any other managed area to its pre-existing condition prior to the damage.

7.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to LICENSEE's employees, volunteers, students, parents, and invitees while at the Facility and during any activities organized by the LICENSEE at the Facility.

7.9 LICENSEE agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees, and other Facility patrons.

7.10 Each party shall comply with the requirements of §943.0438, Florida Statutes, as may be amended from time to time, which requires a level 2 background screening, pursuant to §435.04, of each current and prospective athletic coach. LICENSEE shall provide confirmation that each athletic coach has successfully passed the required backgrounds screenings pursuant to this Section shall be provided to CITY prior to the beginning of each academic school year or upon any change in coaching staff.

7.11 Use or possession of any illegal drugs or substances at Facility is strictly prohibited. LICENSEE shall immediately notify the Recreation and Cultural Arts Department of any alcoholic beverages and/or illegal drugs known to be consumed on City property or at Facility.

7.12 LICENSEE shall not engage in any for-profit/fundraising activities that require the use of the Facility, unless otherwise approved by the CITY's Recreation and Cultural Arts Director.

7.13 LICENSEE does not have the authority to sublease Facility to any other group or organization.

ARTICLE 8
LICENSEE FACILITY IMPROVEMENTS

8.1 LICENSEE agrees to provide facility improvement at Pembroke Shores Park to aid in their intended use of the FACILITY. Improvements are detailed in Exhibit "B" and herein referred to as "Improvements."



8.2 LICENSEE shall be responsible for all costs related to the installation of the Improvements. However, LICENSEE shall not be responsible for the costs of maintenance of the Improvements after installation has been completed.

8.3 LICENSEE shall obtain all necessary permits as required by local, state, and federal statutes and ordinances. All construction work schedules and use of FACILITY for staging must first be approved by the City Manager or his/her designee prior to LICENSEE issuing a Notice to Proceed. LICENSEE shall ensure that its contractor(s) performing the work on CITY property abide by the following:

- 8.3.1 Secure and control the construction site to prevent public access;
- 8.3.2 Maintain a clean, safe, and orderly work area and remove waste daily;
- 8.3.3 Use only CITY-approved access routes, staging, and delivery locations;
- 8.3.4 Protect existing CITY property, utilities, and park amenities;
- 8.3.5 Coordinate work to minimize disruption to park operations and permitted activities;
- 8.3.6 Comply with all permitted CITY construction work hours and environmental controls;
- 8.3.7 Maintain an on-site superintendent whenever work is in progress.

8.4 All improvements to FACILITY shall remain the property of the CITY with no reimbursement or cost obligations on the City’s part unless the agreement is terminated pursuant to Section 2.2 of this Agreement. Upon termination of the agreement, LICENSEE shall no longer be permitted the use or benefit of the Improvements described in Exhibit “B” of this Agreement.

ARTICLE 9
OBLIGATIONS OF THE CITY

9.1 CITY shall be responsible for the comprehensive maintenance of the FACILITY to ensure its functional use as stipulated in this Agreement. This includes but is not limited to, maintenance of the artificial turf and the upkeep of lighting systems and scoreboard to ensure they are in working order. CITY also agrees to conduct all other necessary maintenance tasks required to preserve the FACILITY in a condition suitable for the LICENSEE’s use as described within this Agreement. If an maintenance issue arises affecting the health, safety or welfare of the public arises and CITY personnel are not reasonably available to immediately respond, LICENSEE may take temporary corrective action solely to stabilize the condition. Any such action by LICENSEE shall be limited to the specific urgent condition and shall not create any ongoing maintenance obligation or precedent. LICENSEE shall notify CITY as soon as possible and document the work performed so CITY may follow up with permanent repairs as needed.

9.2 CITY may limit, if necessary, the use of the FACILITY to prevent overuse, misuse, or abuse of FACILITY, subject to CITY’s sole discretion. If CITY determines that limiting the use of the FACILITY is necessary, CITY stipulates that written notice shall be provided to LICENSEE and that there shall be a mandatory meeting between CITY and LICENSEE within no more than



thirty (30) days following the written notice from CITY to LICENSEE in an effort to amicably resolve any outstanding issues.

9.3 CITY reserves the right to determine the suitability of any particular property for use under this Agreement. CITY shall bear no responsibility, nor shall LICENSEE seek any redress for its inability to use FACILITY as provided herein, when, in the reasonable determination of CITY, a facility (or FACILITY) is deemed to be unsuitable for use for any period of time. CITY shall take such action as is necessary to prevent misuse of the FACILITY and/or misconduct by participants. If CITY determines that limiting the use of the FACILITY is necessary, CITY stipulates that written notice shall be provided to LICENSEE and that there shall be a mandatory meeting between CITY and LICENSEE within no more than thirty (30) days following the written notice from CITY to LICENSEE in an effort to amicably resolve any outstanding issues.

9.4 CITY may, through the CITY's Recreation and Cultural Arts Director, issue keys to a City recreation facility to an authorized representative of LICENSEE. Duplication of keys by the authorized representative will result in revocation of all key privileges and changing of all affected locks at LICENSEE's expense.

9.5 **Return of Keys:** Upon termination of this Agreement, LICENSEE must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, LICENSEE understands that any loss or failure to return a CITY key shall subject LICENSEE to the costs associated with key replacement and/or re-keying. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, LICENSEE understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

9.6 **Concessions.** During LICENSEE's scheduled home night games at Field No. 7, CITY shall operate the concession stand. Notwithstanding the foregoing, LICENSEE offer and retain all proceeds from the sale of certain minor concessions such as bottled water, sports drinks, and pre-packaged snacks during its home games. The LICENSEE shall provide reasonable advance notice to the City Manager or designee and shall follow basic City guidelines.

ARTICLE 10 **INDEMNIFICATION**

10.1 LICENSEE shall indemnify and hold harmless the CITY, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from (A) LICENSEE's performance or breach of Agreement; (B) use of the field or an City property, including but not limited to participant/spectator use, (C) acts or omissions, negligence, recklessness, or intentional wrongful conduct by LICENSEE, its agents, employees, subcontractors, participants and volunteers; and, (D) LICENSEE's failure to take out and maintain adequate insurance for this Agreement.



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 attorneys' fees which may issue thereon.

10.2 The obligations and duties provided for in this Article 10, herein shall survive indefinitely regardless of termination for convenience or cause.

10.3 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 LICENSEE.

10.4 Nothing contained herein is intended nor shall be construed to waive, limit or impair the rights, immunities, liability limitations, or defenses of either the CITY or the LICENSEE under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, or any other applicable law, nor shall this Agreement be deemed a consent by either Party to be sued.

ARTICLE 11 **INSURANCE**

11.1 LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

11.2 LICENSEE shall not commence performance pursuant to this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall 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.

11.3 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.

11.4 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 LICENSEE or their Insurance Broker must agree to provide notice.

11.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily 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



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during the period of this Agreement, 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. 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.

11.6 REQUIRED INSURANCE

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

Yes No

11.6.1 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 Pembroke Pines 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.

Yes No

11.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of LICENSEE engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, LICENSEE shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by LICENSEE. Coverage for LICENSEE and all subcontractors 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 – Statutory
- 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 for CITY to exempt LICENSEE.



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Yes No

✓ 11.6.3 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. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

11.6.3.1 If LICENSEE requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

✓ 11.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines 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.**

Yes No

✗ 11.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

✗ 11.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: LICENSEE's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines 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.**



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Yes No

11.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines 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.**

Yes No

11.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If LICENSEE is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

11.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines 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.**

Yes No

11.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. 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 Pembroke Pines 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.**

Yes No

11.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines 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.

Yes No

x 11.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, LICENSEE and subcontractors of the project. LICENSEE shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize LICENSEE’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to LICENSEE purchasing the Builder’s Risk insurance for the project, LICENSEE shall allow the CITY the opportunity to analyze LICENSEE’s coverage and determine who shall purchase the coverage. Should the CITY utilize LICENSEE’s Builder’s Risk Insurance, LICENSEE shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, LICENSEE shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and LICENSEE shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

11.6.13 Participants’ Accidental Medical Insurance in an amount of no less than \$25,000.00 shall be required for Phase II only.

Yes No

x 11.6.14 Hosted Tournament Coverage with limits of no less than \$1,000,000.00 per occurrence. Coverage must be included for both participants and spectators’ medical payments. **The City of Pembroke Pines 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.**

11.7 REQUIRED ENDORSEMENTS

- 11.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 11.7.2 Waiver of all Rights of Subrogation against the CITY.
- 11.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 11.7.4 LICENSEE’s policies shall be Primary & Non-Contributory.
- 11.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

11.8 Any and all insurance required of 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 LICENSEE and provided proof of such



coverage is provided to CITY. LICENSEE and any subcontractors shall maintain such policies during the term of this Agreement.

11.9 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.

11.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability LICENSEE has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 12
UNCONTROLLABLE FORCES

12.1 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 fires, floods, earthquakes, hurricanes, storms, lightning, an epidemic or pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 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.

ARTICLE 13
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 14
BANKRUPTCY

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



ARTICLE 15
PUBLIC RECORDS

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

15.1.1 Keep and maintain public records required by the CITY to perform the service.

15.1.2 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.

15.1.3 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 contract term and, following completion of the contract, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after LICENSEE transfers the records in its possession to the CITY; and

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

15.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which CITY may terminate.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
gfernandez@ppines.com**



ARTICLE 16
MISCELLANEOUS

16.1 **Ownership of Documents.** Reports, surveys, studies, and other documents created in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

16.2 **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, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

16.3 **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 record complete and correct entries as to personnel hours charged to this engagement, and 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 and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

16.4 **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 which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

16.5 **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: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500



City of Pembroke Pines

Facsimile No. (954) 771-4923

LICENSEE: **Somerset Academy, Inc.**
c/o Arlene Cordoves
6340 Sunset Drive
Miami, FL 33143
Email: acordoves@academica.org

16.6 **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.

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

16.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

16.9 **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.

16.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and LICENSEE and supersedes all prior negotiations, representations or agreements, either written or oral.

16.11 **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.

16.12 **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.

16.13 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect CITY's property and Facility from all damage whatsoever that may result from use of Facility as authorized by this Agreement.

16.14 **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.

16.15 **Compliance with Statutes.** It shall be 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.

16.16 **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that LICENSEE is an independent contractor under this Agreement and shall not be considered CITY's employee for any 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. This Agreement shall not be construed as creating any joint employment relationship between LICENSEE and CITY and CITY will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

16.17 **Non-Discrimination and Equal Opportunity Employment.** During the performance of the Agreement, LICENSEE may not 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 and participants are treated, during employment or during performance of Agreement, 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 related to employment, 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 LICENSEE will ensure that all subcontractors, agents, employees, or volunteers, if any, will be made aware of and will comply with this nondiscrimination clause.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

LICENSEE:

SOMERSET ACADEMY, INC.

Signed By:  _____
EFDDFD2A7E2C4E8...

Printed Name: Bernardo Montero

Title: Principal

Date: March 10, 2026



EXHIBIT "A"

Below is an aerial of Pembroke Shores Park with Field 7 outlined in red.





EXHIBIT "A" (Continued)**Use of FACILITY**

This Exhibit contains the scope of LICENSEE's limited license to use Facility, and the activities that are authorized to take place pursuant to this Agreement.

CITY and LICENSEE acknowledge that LICENSEE's use of the FACILITY shall be non-exclusive and that FACILITY shall remain open to the public during the course of this Agreement. LICENSEE acknowledges that during the hours specifically provided below, parents and students and guests of LICENSEE may utilize Field No. 7 at the Facility and create a condition where Field No. 7 shall be temporarily used only by LICENSEE.

The CITY grants to the LICENSEE a non-exclusive limited license to use Facility according to the provisions identified below:

1. General Terms

- a. Each Home Game shall consist of LICENSEE's official baseball team and opponent. This field shall not be subleased by LICENSEE to any other organization.
- b. LICENSEE shall provide CITY with LICENSEE's Fall baseball schedule prior to the beginning of each school year, and Spring baseball schedule shall be provided by November 1st of each school year.
- c. LICENSEE shall be permitted to use Field No. 7 for baseball, LICENSEE shall have exclusive scheduling rights for up to twenty (20) home night games per high school season (roughly January through May of each calendar year),
- d. LICENSEE shall also have exclusive rights on a daily basis from Monday through Friday from 3:00 PM to 6:00 PM during the academic school year, which shall begin on the first and last day of classes according to the Broward County School Board's academic calendar. This scheduled use accommodates regular practice sessions for LICENSEE's sports programs.
- e. During LICENSEE's scheduled use, LICENSEE may install certain branding on the scoreboard, dugouts, fencing, and other visible areas, including signage and banners.
- f. LICENSEE shall have a secondary right of use for Field No. 7; if the primary rights holder, referred to as "Optimist," does not require the use of the field, LICENSEE shall be entitled to use the field thereafter upon approval by the City.
- g. LICENSEE shall also be permitted to use the scoreboard of field No.7 during times in which LICENSEE is using field No. 7 under the terms of this Agreement.



EXHIBIT "B"

At its sole expense, LICENSEE shall install, cause, and complete certain improvements to Field No. 7 at the FACILITY. Such improvements shall include, but not be limited to the following listed improvements:

1. Installation of at least three hundred feet (300') of new fencing measuring twelve feet (12 ft) in height down the First and Third base lines;
2. Installation of at least three hundred fifty feet (350') of new fencing measuring twelve feet (12 ft) in height along the centerfield and outfield;
3. Installation of new synthetic turf within the infield and outfield;
4. New field layout for spectator viewing and seating along the first and third base lines;
5. New outfield fence layout for High School Baseball;
6. New black vinyl-coated fencing and netting for the backstop;
7. New black vinyl-coated fencing along the first and third base lines;
8. New Scoreboard;
9. Freshly Painted Dugouts;
10. New Shade Canopy Fabric with painted posts in fan seating area along first and third base lines;

The image below is a placeholder but roughly depicts the improvements LICENSEE wishes to make to the Baseball field. No. 7 at Pembroke Shores Park. All work performed by LICENSEE and its contractors shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, and permitting requirements, as well as all CITY rules, standards, design criteria, and construction guidelines. All work is subject to review, inspection, and permitting by the CITY and all other authorities having jurisdiction. LICENSEE and its contractors shall obtain all required permits, approvals, and inspections at LICENSEE's sole cost and expense, and shall perform the work in a safe and professional manner consistent with industry standards and best construction practices.

