



FACILITY USE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____, 2025 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

BRAXTON COLLEGE INC, a Florida Profit Corporation, with an address of **2070 Carrell Road, Suite A, Fort Myers, FL 33901** (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 The United States of America faces a nation-wide shortage of licensed paramedics.
- 1.2 Paramedics possess critical skills and training necessary to provide advanced life support during medical emergencies.
- 1.3 The national paramedic shortage has impacted fire departments throughout the nation, including the CITY's fire department.
- 1.4 LICENSEE is a private academic institution of higher education that provides an accredited paramedic program (the "Program").
- 1.5 The CITY owns, operates, and maintains the fire training facility located at 1101 SW 208 Avenue, Pembroke Pines, FL. 33029 within the City of Pembroke Pines ("Facility").



- 1.6 The CITY desires to enter into a written agreement with LICENSEE to allow LICENSEE to use the Facility to train individuals enrolled in LICENSEE's Program ("Students") as set forth herein for the ultimate benefit of the community.

ARTICLE 2

TERM AND TERMINATION

2.1 **Term of Agreement.** Unless sooner terminated by mutual agreement or as set forth herein, the term of this Agreement shall be for an initial term of five (5) years commencing on the date of execution of this Agreement. This Agreement may be renewed for one (1) additional five (5) year term upon consent of the Parties set forth in a mutually agreeable written amendment hereto.

2.2 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) days prior written notice to the non-terminating Party. However, any ongoing classes or training being offered by COLLEGE as part of the Program that may be active and ongoing upon the effective date of termination of this Agreement shall be subject to Section 2.2.1.

2.2.1 In the event that this Agreement is terminated for Convenience pursuant to Section 2.2, and such termination becomes effective during the course of the administration of the Program, the terms of this Agreement shall be extended for a time not to exceed six (6) months beyond the date of termination for the sole purpose of allowing the then-enrolled Students to complete the then-current semester.

2.2.2 Upon receipt of notice of CITY's termination for convenience, LICENSEE shall immediately cease enrollment of students in any classes, instructions, or trainings related to the Program at the Facility.

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, if such neglect or failure shall continue for a period of fourteen (14) calendar days after receipt by LICENSEE of written notice of such neglect or failure.

2.4 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, COMPENSATION, AND FEES



3.1 The CITY agrees to grant the LICENSEE a non-exclusive license for the limited use of Facility for the purpose of providing LICENSEE's Paramedic Program in accordance with this Agreement.

3.2 LICENSEE's use of Facility shall be limited to the extent set forth in this Agreement. LICENSEE shall not use Facility for any unauthorized or improper use.

3.3 **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 describing the desired use of Facility with the desired dates and times applicable. Approval shall be in the sole discretion of CITY, and shall be requested at least sixty (60) days prior to such proposed use. CITY shall provide LICENSEE a response in writing; should the request gain CITY's approval, the Parties hereto shall execute an amendment or addendum hereto.

3.4 **Facility Use Fee and Compensation.** Each Party shall perform the duties and responsibilities specified in this Agreement without compensation from the other Party. LICENSEE may charge Students enrolled in the program directly in accordance with LICENSEE's established tuition policies and Program fees.

ARTICLE 4 **OBLIGATIONS OF THE LICENSEE**

4.1 LICENSEE shall be responsible for planning, coordinating and providing the requisite training, instruction, courses, and curriculum inclusive of lectures, labs, maintenance of records, evaluation of programs, all education experiences and hospital internships required to complete LICENSEE's College Credit Certificate Program and attain paramedic certification under Chapter 420, Florida Statutes.

4.2 LICENSEE shall coordinate and secure hospital internship locations and curriculum for all Students participating in the Program.

4.3 LICENSEE agrees to effectuate all other measures necessary to provide the requisite training program to attain paramedic certification in the state of Florida.

4.4. LICENSEE is responsible for the enrollment of Students, of which a maximum of twenty-five (25) Students shall participate in the Program per semester. When selecting students for participation in the Program, LICENSEE shall offer priority enrollment to individuals that are chosen by CITY for participation in the Program. The CITY shall provide a list of the individuals CITY desires to participate in the Program to LICENSEE prior to the beginning of each semester. In the event that CITY provides written notice of its selection of twenty-five (25) potential students for a single semester, then LICENSEE shall not enroll additional students for that semester. Should City select less than twenty-five (25) potential students, then LICENSEE may enroll students to fill the remaining available roster positions by first prioritizing applicants serving as then-current employees of other fire departments.



4.5 All faculty provided by LICENSEE shall be duly licensed, certified or otherwise qualified to participate in the Program. Neither the LICENSEE nor any participating students or faculty member shall interfere with or adversely affect CITY's operations or CITY's provision of emergency medical services. All Students, faculty, employees, agents and representatives of LICENSEE participating in the Program while on Facility shall be accountable to the Fire Chief or Fire Chief's Designee. LICENSEE shall be responsible for causing all students, faculty, employees, agents and representatives of the LICENSEE to comply with the terms of this Agreement and all applicable CITY rules, policies, procedures, codes, and ordinances, which may include required training, drug screenings, and successful background checks.

4.6 Telephone Consultation. LICENSEE shall make available or otherwise provide its faculty and administration for telephone consultation with CITY at any given time during which Students are on City property.

4.7 LICENSEE shall prepare an educational plan and mutually-acceptable schedule for use of the Facility in conjunction with CITY staff prior to the beginning of each semester. The training to be provided to Students shall be specified in writing and shall be based upon the needs of the Students to satisfy the objectives of the Program. LICENSEE and City shall be responsible for maintaining cooperative relationships throughout the term of this Agreement. Upon request, LICENSEE shall provide CITY copies of its education plan, including current course outlines, course objectives, curriculum and philosophy, and a list of faculty and their qualifications.

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

4.9 LICENSEE shall be solely responsible for all of LICENSEE'S 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.

4.10 LICENSEE agrees to not make or permit to be made any structural changes or improvements to the aforementioned Facility, except upon obtaining prior written approval by the CITY. Any changes or improvements approved by CITY shall remain as part of the Facility and the property of CITY at the end of the term of this Agreement.

4.11 LICENSEE shall notify the Fire Chief of any damage, vandalism, needed repairs or safety issues at Facility as soon as possible, not later than the next day.

4.12 In the event of any damage caused by the LICENSEE or any of its representatives to the Facility, including but not limited to LICENSEE'S employees, contractors, volunteers, program



spectators, guests and participants, LICENSEE shall be responsible for restoring the Facility or any other managed area to its pre-existing condition prior to the damage.

4.13 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 the Facility and during any activities organized by the LICENSEE at the Facility. If necessary, LICENSEE shall, upon receipt of a written request from CITY, immediately exclude any volunteer or employee of LICENSEE from accessing Facility.

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

4.15 **Health Screening Protocol.** LICENSEE shall be solely responsible for ensuring that all Students have complied with LICENSEE's health screening protocol under the Program.

ARTICLE 5 OBLIGATIONS OF THE CITY

5.1 CITY shall designate and make available the Facility on a non-exclusive and temporary basis to LICENSEE for the specific purpose of providing the Programs.

5.2 City shall conduct and coordinate non-exclusive field internships with select Students to be chosen at City's sole discretion. The provision of such field training internships shall be at the sole discretion of CITY and subject to availability. LICENSEE understands that CITY bears no obligation under this agreement to provide its field training internship to any Student participating in the Program.

5.3 CITY shall provide daily maintenance to the Facility.

5.4 CITY reserves the right to determine the suitability of the Facility 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, the 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 or misconduct by participants.

ARTICLE 6 INDEMNIFICATION

6.1 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) acts or omissions, negligence, recklessness, or intentional wrongful conduct by LICENSEE, its agents, employees, students, subcontractors, participants and volunteers; and, (C) 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.

6.2 The obligations and duties provided for in this Article 6, herein shall survive indefinitely regardless of termination for convenience or cause.

6.3 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.

6.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

6.5 LICENSEE shall provide notice to all Students and shall be required to sign by hand or electronically, the City Assumption of Risk and Release of Liability form, attached hereto as Exhibit "A", as a prerequisite to Student's participation with the CITY and entry upon CITY facilities and vehicles as part of any program, activity, or course contemplated under this Agreement.

6.6 The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 7

INSURANCE

7.1 LICENSEE, as a private educational institution, 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.



7.2 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.

7.3 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.

7.4 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.

7.5 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 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.

7.6 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

✓ ☐ 7.6.1 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

- ✓ ☐ 7.6.2 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.

Yes No

- ✓ ☐ 7.6.3 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.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 LICENSEE's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.8 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.

7.9 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.

7.10 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 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

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 11

PUBLIC RECORDS

11.1 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:

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 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



11.1.4 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.

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, 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 12
MISCELLANEOUS**

12.1 **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.

12.2 **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.

12.3 **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.

12.4 **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
Facsimile No. (954) 771-4923

LICENSEE: William McGrath
VP of Academic Affairs
Braxton College
2070 Carrell Road, Suite A
Fort Myers, FL 33901
bmcgrath@braxton.edu

12.5 **Damages.** CITY reserves the right to recover any ascertainable actual damages as a result of the failure of LICENSEE to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from LICENSEE'S failure to perform in accordance with the requirements of this Agreement. Nothing herein shall be deemed a waiver of City or LICENSEE'S sovereign immunity except as set for in Fla. Stat. 768.28, as may be amended from time to time.

12.6 **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.

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

12.8 **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.

12.9 **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, pandemic, acts of God, 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.

12.10 Student Education Records. The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than the LICENSEE. The LICENSEE agrees to provide guidance to the CITY with respect to complying with the provisions of FERPA and similar state law. The CITY agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the LICENSEE and the CITY officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Program Student is mentioned in a record or report generated and/or maintained by the CITY in the normal course and scope of its operations, and not created or maintained by the LICENSEE, such record or report is not considered a "student education record" for purposes of this provision.

12.11 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.

12.12 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.

12.13 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.

12.14 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.



12.15 **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.

12.16 **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.

12.17 **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.

12.18 **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.

12.19 **Non-Discrimination and Equal Opportunity Employment.** During the performance of the Agreement, LICENSEE may 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.



12.20 **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 Iran Terrorism Sectors 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:

12.20.1 Any amount if, 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

12.20.2 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:

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

12.20.2.2 Is engaged in business operations in Syria

12.21 **E-Verify.** LICENSEE 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.

12.21.1 **Definitions for this Section.**

12.21.1.1 “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.

12.21.1.2 “Contractor” includes, but is not limited to, LICENSEE, a vendor or consultant.

12.21.1.3 “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.

12.21.1.4 “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.

12.21.2 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:

- 12.21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 12.21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and
- 12.21.2.3 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.

12.22 Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.



12.23 **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

12.24 **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

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 PEMBROKE PINES

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

COLLEGE:

BRAXTON COLLEGE INC

Signed By: William McGrath

Date: 12/2/25

Printed Name: WILLIAM MCGRATH

Title: VP of ACADEMICS



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

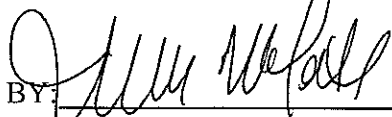
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 12/2/25

ENTITY: **BRAXTON COLLEGE INC**

SIGNED BY: 

NAME: William McGraw

TITLE: VP of Academics