



**FACILITY USE AGREEMENT BETWEEN**  
**THE CITY OF PEMBROKE PINES**  
**AND FATHERS M.I.A., INC.**

**THIS AGREEMENT ("Agreement")**, dated \_\_\_\_\_, is entered into 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

**FATHERS M.I.A., INC.**, a not for profit corporation, as listed with the Florida Division of Corporations, with a business address of **3600 S State Road 7<sup>th</sup>, Suite #224, Miramar FL, 33023** (hereinafter referred to as the "LICENSEE"). CITY and LICENSEE shall be collectively referred to herein as the "Parties" and individually as a "Party".

**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 CITY operates and maintains the Village Community Center, located at 6700 SW 13<sup>th</sup> Street, Pembroke Pines, FL 33023 and more particularly described in **Exhibit "B"**, attached hereto and incorporated herein ("Facility").

1.2 The CITY desires to enter into a written agreement with LICENSEE to allow LICENSEE to use Facility for the provision of impactful programs to empower fatherless youth and strengthen families within the CITY, as set forth herein.



## ARTICLE 2 TERM AND TERMINATION

2.1 The term of this Agreement shall commence upon execution of this Agreement and expire three (3) years thereafter, unless earlier terminated as set forth below ("Initial Term"). This Agreement may be renewed for an additional one (1) year term, upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

2.2 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing one hundred and eighty days (180) days prior written notice to the non-terminating Party.

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 COMPENSATION AND METHOD OF PAYMENT

4.1 During the first six (6) months of this Agreement ("Initial Support Period"), the CITY shall be responsible for paying 100% of the janitorial cleaning services and utility cost of the Facility including electricity, water and sewer. Following the Initial Period of Support and for the duration of this Agreement and thereafter, the LICENSEE shall pay the CITY an amount equal to **ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS (\$125.00)** per month, for the limited non-exclusive right to use the FACILITY in accordance with **Exhibit "B"** and with the terms and conditions set forth herein ("License Fee").

4.2 The LICENSEE acknowledges and agrees that it shall be solely responsible for all cost and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the cost associated therewith. In the event of cancellation by LICENSEE, LICENSEE shall forfeit any amount prepaid to CITY.

4.3 In the event that it becomes necessary for LICENSEE modify the dates/times more specifically identified in **Exhibit "A"**, for any reason, LICENSEE shall be liable for any increase in costs related to LICENSEE's use. The CITY agrees to reasonably accommodate schedule changes requested by LICENSEE in the event FACILITY is available during the request revised schedule dates/times and such request is made in writing at least seven (7) days prior to the schedule change. CITY agrees to provide LICENSEE with an invoice detailing any additional costs or overages



incurred during the term of this Agreement within thirty (30) days of the end of the term of this Agreement.

### **ARTICLE 3**

#### **MANAGEMENT OF FACILITY**

3.1 The CITY agrees to grant the LICENSEE the license to use the Facility for the provision of impactful programs to empower fatherless youth and strengthen families within the CITY in accordance with this Agreement, and the dates, times, and requirements more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof.

3.2 LICENSEE's use of Facility shall be limited to the extent set forth in **Exhibit "A"**. 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 and more particularly described in **Exhibit "A"**, LICENSEE shall submit a request in writing to CITY's Department of Recreation and Cultural Arts 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.

### **ARTICLE 4**

#### **OBLIGATIONS OF THE LICENSEE**

4.1 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.

4.2 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.

4.3 LICENSEE must maintain a 501(c)3 not for profit organization status and must comply with all regulations, as may be amended, required to maintain said status. LICENSEE must provide the CITY with documentation on an annual basis demonstrating that LICENSEE has maintained its status as a 501(c)3 not for profit organization.

4.4 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.



4.5 LICENSEE agrees to monitor and reasonably control 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.

4.6 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer, staff, employee, or vendor of LICENSEE from providing services or assistance on behalf of LICENSEE pursuant to this Agreement or at the Facility.

4.7 For each activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts ("Director") a complete list of parent names, addresses, emails and phone numbers of the participants. Children names are not to be provided. For those activities that are limited to adults, LICENSEE shall provide the names of the participants, addresses, emails and phone numbers. The list of participants should be provided for each program. The list shall be provided within twenty (20) days of commencement of the particular activity. LICENSEE is required to verify residency (with a utility bill or a mortgage statement) before turning in the rosters..

4.8 The LICENSEE shall be responsible for paying for all equipment, furniture, supplies, computer and networking materials, and marketing materials (the "LICENSEE Equipment"). LICENSEE shall retain the ownership of all such LICENSEE Equipment purchased pursuant to this section.

4.9 During the first six (6) months of this Agreement ("Initial Support Period"), the CITY shall be responsible for paying 100% of the janitorial cleaning services and utility cost of the Facility including electricity, water and sewer. Following the Initial Period of Support and for the duration of this Agreement and thereafter, the LICENSEE shall be responsible for paying their portion of the janitorial and utility cost of the Facility including electricity, water and sewer.

4.10 LICENSEE agrees that LICENSEE shall not make or permit to be made any structural changes or improvements to the aforementioned Facility, except upon obtaining prior written approval by 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 Recreation and Cultural Arts Department of any damage, vandalism, needed repairs or safety issues at Facility immediately upon discovery.

4.12 In the event of any damage caused by the LICENSEE or any of its representatives, including but not limited to; 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 CITY hereby authorizes LICENSEE to display exterior and interior signage, including the LICENSEE logo, on the Premises and access roadways. All signage displayed by LICENSEE shall conform to and be erected in accordance with the CITY's Code of Ordinances and approved by the CITY Manager or his or her designee prior to installation.

4.14 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.

4.15 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.

4.16 LICENSEE shall enroll all Pembroke Pines residents who apply to participate in the programming offered by LICENSEE at the FACILITY when said residents meet LICENSEE's eligibility requirements for such programming ("Eligible Resident"). In the event that any Eligible Resident is unable to promptly begin participating in the Eligible Resident's desired programming at the FACILITY as offered by LICENSEE, LICENSEE shall, within the same calendar month, either create an additional offering of the same programming or provide an opportunity for the Eligible Resident to participate in LICENSEE's next immediate offering of the same programming to ensure the Eligible Resident's participation.

4.17 Background Screening. LICENSEE shall comply with the requirements of CITY Code of Ordinances §34.07, as may be amended from time to time, which requires background screening through the CITY's Police Department for all employees, agents, and volunteers engaging in any city-operation or city-sponsored activity involving youth, seniors, and other vulnerable populations prior to the LICENSEE's use of the FACILITY under this Agreement. LICENSEE shall not allow any employees, agents, or volunteers who do not meet the requirements of this Section to provide any service under this Agreement. LICENSEE shall also comply with the requirements of Chapter 1012, Florida Statutes, as may be applicable, which requires certain instructional and non-instructional employees or contractual personnel who are permitted access to school grounds when students are present, who have direct contact with students or who have access to or control of school funds to undergo level 2 background screening as described in §1012.32, Florida Statutes. If applicable, the LICENSEE must also comply with all applicable requirements of CITY's Charter Schools and the School Board of Broward County. The LICENSEE shall be responsible for the cost of all background screening pursuant to this section.

4.18 LICENSEE agrees that LICENSEE shall not discriminate against any person or participant on the basis of race, color, religion, sexual orientation, or gender during LICENSEE's use of the Facility.

4.19 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.

4.20 LICENSEE agrees to notify the of CITY's Recreation and Cultural Arts Director of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by



LICENSEE. LICENSEE shall establish a point of contact to meet with the CITY's Recreation and Cultural Arts Director regularly to discuss contract deliverables and programming matters as often as deemed necessary by the CITY's Recreation and Cultural Arts Director.

4.21 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.

4.22 LICENSEE does not have the authority to sublease Facility to any other group or organization including but not limited to sports camps and private instructors.

4.23 LICENSEE is required to pull a special event permit for all events requiring any additional equipment being brought into the Facility. All special events must first receive written approval of the Director of Recreation and Cultural Arts and must be coordinated with the CITY's Public Services/Parks Department.

4.24 LICENSEE shall market other CITY programs to individuals participating in LICENSEE programs and events and encourage participation therein.

4.25 LICENSEE is permitted to use the parking lot adjacent to the Facility and acknowledges that the parking lot is not for the exclusive use of the LICENSEE.

4.26 **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. For keys unlocking several doors, replacement and re-keying costs can be substantial. 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.

## **ARTICLE 5**

### **OBLIGATIONS OF THE CITY**

5.1 CITY shall be responsible for the maintenance and replacement, as needed, of all CITY owned capital assets at Facility including, but not limited to, HVAC systems, roofing, parking lots, exterior paint and exterior landscape for the duration of this Agreement.

5.2 CITY shall supply adequate utilities for the facilities such as electricity, water, sewer, and garbage service.

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

5.4 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 facilities) 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 facilities and/or misconduct by participants.

5.5 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.

## **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, 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 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.

## **ARTICLE 7**

### **INSURANCE**

7.1 LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

7.2 LICENSEE AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence performance pursuant to this AGREEMENT until the LICENSEE has obtained all



insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence performance pursuant to this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the LICENSEE shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.

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, then in that event, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not 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 commence performance 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 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.**

## 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 8**

### **UNCONTROLLABLE FORCES**

8.1 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.

8.2 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 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, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33025**  
**(954) 450-1050**  
**[drogers@ppines.com](mailto:drogers@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 **Records.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by LICENSEE under this Agreement, review those books and records of LICENSEE which are related to LICENSEE's performance under this Agreement. LICENSEE agrees to maintain all such books and records at its relevant branch location for a period of five (5) years following the date of final performance of services by LICENSEE under this Agreement, or as otherwise required by applicable law.

12.4 **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.

12.5 **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, 4 <sup>th</sup> 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: **Gernald Hawkins, Sr.,  
Fathers M.I.A., Inc.  
3600 S State Rd. 7<sup>th</sup>, Suite #224  
Miramar, FL 33023.  
E-mail: [admoffice@fathersmia.org](mailto:admoffice@fathersmia.org)  
Telephone No: (954) 559-4295**

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 **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.

12.10 **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.

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

12.12 **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.



12.13 **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.

12.14 **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.

12.15 **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.

12.16 **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.

12.17 **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.

12.18 **Signatory Authority.** Upon CITY's request, LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.





12.19 **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list 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. By executing this Agreement, the LICENSEE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

12.20 **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 LICENSEE represents and warrants that it does not use coercion for labor or services as provided by state law.

12.21 **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, LICENSEE certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

12.22 **Compliance with Foreign Entity Laws.** LICENSEE ("Entity") hereby attests under penalty of perjury the following:

- 12.22.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 12.22.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 12.22.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 12.22.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 12.22.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.



(Source: § 692.202(5)(a)(1), Florida Statutes); and,  
12.22.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



*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:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

\_\_\_\_\_  
DEBRA E. ROGERS, CITY CLERK

**LICENSEE:**

**FATHERS M.I.A., INC.**

Signed By: \_\_\_\_\_

Signed by:  
  
BBDAB88C128247E...

Date: \_\_\_\_\_ April 7, 2025

Printed Name: \_\_\_\_\_ Gernald Hawkins, Sr.

Title: \_\_\_\_\_ Founder



*City of Pembroke Pines*

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

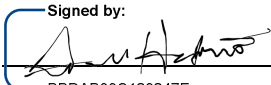
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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: April 7, 2025

ENTITY: FATHERS M.I.A., INC.

SIGNED BY:    
 BBDAB88C128247E...

NAME: Gernald Hawkins, Sr.

TITLE: Founder