

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT is made and entered into this _____ day of _____, 2022 ("License") by and between

THE CITY OF COCONUT CREEK, FLORIDA
(Hereinafter referred to as "City"),
a municipal corporation of the State of Florida,
whose address is 4800 W. Copans Road, Coconut Creek, Florida 33063

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(Hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida,
whose address is 600 Southeast Third Avenue, Fort Lauderdale, FL 33301

WHEREAS, City is the owner of the real property generally located at 5460-5480 Johnson Road, Coconut Creek, Florida, more particularly described in **Exhibit A** attached hereto (the "City Property"), and which contains parking lot(s); and

WHEREAS, SBBC is the owner of the real property generally located at 5400 Johnson Road, Coconut Creek, Florida, and which SBBC operates as a public elementary school thereon known as "Tradewinds Elementary School", more particularly described in **Exhibit B** attached hereto (hereinafter "Tradewinds Elementary"), and which contains parking lot(s); and

WHEREAS, SBBC has requested permission from the City for Tradewinds Elementary to use the parking lot(s) located in the City's Property for parking purposes, when needed; and

WHEREAS, City has agreed to permit Tradewinds Elementary employees and/or its permitted guests as permitted by the school principal to use the City's Property for parking purposes upon the terms and conditions as stated in this License except during such time as active construction has commenced on planned park improvements ; and

WHEREAS, City has requested permission from SBBC for the City to use the parking lot(s) located in Tradewinds Elementary, for parking purposes when needed, for City employees and/or its permitted guests, and residents of the City, as permitted by the Director, Parks and Recreation or designee; and

WHEREAS, City and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional

administrative time and resources; and

WHEREAS, City and SBBC (collectively, the “Parties”) have agreed to instead enter into this Parking License Agreement (hereafter “License Agreement”), for the use of each other’s parking lot(s) as cited in this Agreement; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the parties agree as follows.

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this License Agreement, the term of this License Agreement shall be for a period of five (5) years commencing on June 17, 2022 and expiring on June 16, 2027.

2.02. **License**. City and SBBC hereby grant to each other, a nonexclusive license to utilize each other’s parking lot(s), delineated respectively in **Exhibits A and B**, and subject to the terms and conditions set forth herein. The rights of the Parties under this License Agreement include a non-exclusive right over and across each other’s real property for ingress and egress.

2.03. **City Property**.

2.03.1 **Authorized Use of City Property by SBBC**. The City agrees to allow SBBC to use parking lot(s) located on City Property, which is depicted on **Exhibit A**, on such days and at such times as are mutually agreed upon by the Director, Parks and Recreation or designee, and the Superintendent of Schools (“Superintendent”) or designee (e.g., school principal). The Parties recognize that park improvements have been planned for City Property and SBBC shall not be permitted access of any kind to or upon the City Property for parking or any other purpose until notified by City of the completion of construction. City shall give SBBC thirty (30) days’ advance notice of the date of commencement of construction and SBBC shall vacate the City Property on or before that date set forth in said notice whether or not construction actually commences on that date. Failure of SBBC to vacate the City Property within thirty (30) days after notice of commencement of construction is given shall constitute a material default hereunder and City may terminate this License without further notice to SBBC. City shall provide SBBC written notice of completion of construction within ten (10) calendar days of receiving a certificate of occupancy, after which the SBBC may resume access to or upon the City Property for parking or any other purposes permitted herein.

2.03.2 Procedure to Request Use of City Property. The following procedure shall be followed whenever SBBC desires to use the City Property:

2.03.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit C**, to the Director, Parks and Recreation or designee, for use of the parking lot(s) located on the City's Property, a minimum of thirty (30) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times use of the parking lot(s) is desired to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this License Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Director, Parks and Recreation or designee and Superintendent of Schools or designee without a formal amendment of this License Agreement.

2.03.2.2 The Director, Parks and Recreation or designee shall determine if the requested use conflicts or interferes with any other usage of the parking lot(s) by the City within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved by the Director, Parks and Recreation or designee, and returned to SBBC. If there is a conflict and the request is not approved, SBBC may appeal the denial to the City Manager. The City Manager will determine whether to uphold the denial within seven (7) calendar days of filing the appeal, and the decision of the City Manager upon such appeal shall be final.

2.04. Tradewinds Elementary.

2.04.1 Authorized Use of Tradewinds Elementary by City. SBBC agrees to allow City to use parking lot(s) located on Tradewinds Elementary, which is depicted on **Exhibit B**, on such days and at such times as are mutually agreed upon by the School Principal, Tradewinds Elementary School or designee, and the Director, Parks and Recreation or designee.

2.04.2 Procedure to Request Use of Tradewinds Elementary. The following procedure shall be followed whenever City desires to use Tradewinds Elementary:

2.04.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit C**, to the School Principal, Tradewinds Elementary or designee, for use of the parking lot(s) located on Tradewinds Elementary, a minimum of thirty (30) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times use of the parking lot(s) is desired to be used by the City and any other special terms and conditions pertaining to such usage not in conflict with this License Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Recreation or designee without a formal amendment of this License Agreement.

2.04.2.2 The School Principal, Tradewinds Elementary or designee shall determine if the requested use conflicts or interferes with any other usage of the parking lot(s) by the SBBC within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved by the School Principal, Tradewinds Elementary or designee, and returned to the City. If there is a conflict and the request is not

approved, the City may appeal the denial to SBBC's Director, Service Quality, or designee. The Director, Service Quality or designee will determine whether to uphold the denial within seven (7) calendar days of filing the initial appeal, and the decision of the Director, Service Quality or designee upon such appeal shall be final.

2.05. Permitted Use.

2.05.1 The City Property shall be used by SBBC only for the purposes of employee parking by SBBC employees and/or its permitted guests as determined by the School Principal, Tradewinds Elementary, and for no other purpose whatsoever. SBBC shall not otherwise hold the City Property open for use by the general public and SBBC shall not collect any rate or charge for the parking of vehicles on the City Property.

2.05.2 Tradewinds Elementary shall be used by the City only for the purposes of employee parking by City employees and/or its permitted guests and City residents as determined by the Director, Parks and Recreation or designee, for City sponsored events, and for no other purpose whatsoever. The City shall not otherwise hold the Tradewinds Elementary open for use by the general public and City shall not collect any rate or charge for the parking of vehicles on Tradewinds Elementary.

2.05.3 The City and SBBC shall comply with all federal, state and local laws, ordinances, codes and regulations regarding the use of each other's property and shall undertake all measures reasonably necessary to ensure to each Party's satisfaction that all of City and SBBC's employees and/or its permitted guests and City residents using each other's property, shall do so in an acceptably safe manner, and shall observe the parking organization as established by the City and SBBC from time to time including identified entrances and driveways.

2.06 Maintenance of City Property and Tradewinds Elementary. The City and SBBC shall maintain their respective parking lot(s) and the ingress and egress to the subject parking lot(s) in a safe condition. This is to ensure that any unsafe condition or defect in or upon each other's parking lot(s) are remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. Furthermore, the Parties agree that each Party will keep their respective parking lot(s) sanitary and free from trash and debris; and as necessary, clean up the other Party's parking lot(s) after each use or event it sponsors. If the City and SBBC fail to maintain and clean the other Party's parking lot(s) after each use, upon such occurrence, the non-defaulting Party shall provide picture(s) of such violation to the defaulting Party. Also, the non-defaulting Party shall have the right to clean the parking lot(s) and thereafter charge the defaulting Party for all cleanup costs. Subsequently, the non-defaulting Party shall invoice the defaulting Party for the costs it incurred in cleaning up the parking lot(s), and the defaulting Party shall pay the non-defaulting Party the amount cited in the invoice within fifteen (15) days after receipt of the said billing by the non-defaulting Party. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third-party beneficiary.

2.07 License, Lease, or Rental of the Parking Lot(s). The City and SBBC may not license, lease, or rent each other's parking lot(s) for the use of a third party without as pertains to the City's

Property, first obtaining prior written consent of the City's Director, Parks and Recreation or designee; and for Tradewinds Elementary, without first obtaining prior written consent of the SBBC Superintendent or designee.

2.08 **SBBC Property on City Property.** City assumes no responsibility whatsoever for any property placed on the City's Property by SBBC, its agents, employees, representatives, independent contractors, or invitees.

2.08.1 **Restrictions on Items Brought onto City Property.** SBBC agrees not to bring onto City Property, any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the City Property or which are likely to constitute a hazard to property thereon. City shall have the right to refuse to allow any such materials, substances, equipment, or objects to be brought onto the City's Property and the right to require their immediate removal from the property.

2.08.2 **(Not used).**

2.08.3 **Vacation of City Property.** Upon vacation of City Property after each use and occupancy, SBBC shall leave said property in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the City's Property all items of movable personal property brought onto the City's Property by SBBC. If, after ten (10) days' written notice SBBC fails to remove items of moveable personal property, the City may elect to either remove and store said items and SBBC shall reimburse City for the costs of relocating and storing the items.

2.09 **City Property on Tradewinds Elementary.** SBBC assumes no responsibility whatsoever for any property placed on Tradewinds Elementary by the City, its agents, employees, representatives, independent contractors, or invitees.

2.09.1 **Restrictions on Items Brought onto Tradewinds Elementary.** City agrees not to bring onto Tradewinds Elementary, any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or damage to Tradewinds Elementary or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment, or objects to be brought onto the Tradewinds Elementary and the right to require their immediate removal from Tradewinds Elementary.

2.09.2 **Construction of Improvements.** City shall not construct any improvements upon any of Tradewinds Elementary during the term of this License Agreement without prior written consent of SBBC. Any improvement constructed upon Tradewinds Elementary without prior written approval of the SBBC shall be removed or relocated by the City within ten (10) days of written demand by SBBC. City is authorized to place items of movable personal property onto the Tradewinds Elementary for use therein without prior written approval of SBBC. If City fails to remove items of moveable personal property upon termination of this license Agreement, SBBC may remove, and store said items and the City shall reimburse SBBC for the costs of relocating and

storing the items.

2.09.3 Vacation of Tradewinds Elementary. Upon the vacation of Tradewinds Elementary after each use and occupancy, the City shall leave said property in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from Tradewinds Elementary all items of movable personal property brought onto the Tradewinds Elementary by the City.

2.10 Protection of Public Safety. Each Party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each Party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.11 Renewal Option. This License Agreement may be renewed for two (2) additional five (5) year terms ("Renewal Term"), subject to the following conditions:

- (i) City or the SBBC shall not be in default of their obligations under this License Agreement at the commencement of the pertinent renewal period.
- (ii) City or SBBC Staff shall provide written notice to each other exercising the City's and SBBC's option to renew the License Agreement no less than ninety (90) days prior to the expiration of the initial term or any subsequent Renewal Term. All Renewal Terms shall be on the same terms and conditions as set forth in this License Agreement.

2.12 Notice. When any of the Parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To City: City Manager
City of Coconut Creek
4800 West Copans Road,
Coconut Creek, Florida 33063

With a Copy to: Director, Parks and Recreation
City of Coconut Creek
4800 West Copans Road,
Coconut Creek, Florida 33063

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue

be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each Party acknowledges that this License Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.15 **Indemnification.** Each Party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this License Agreement and shall be fully binding until such time as any proceeding brought on account of this License Agreement is barred by any applicable statute of limitations.

2.16 **Insurance.** Upon execution of this License Agreement, each Party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.17 **Required Insurance Coverages.** Each Party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is insured or self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

(a) Each Party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. Each Party shall procure and maintain at its own expense and keep in effect during the full term of the License Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

(b) Each Party shall procure and maintain at its expense and keep in effect during the full term of the License Agreement, insured or Self-insured Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Automobile Liability Insurance: Each Party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

(d) Self-insurance and/or insurance requirements shall not relieve or limit the liability of either Party, except to the extent provided by, Section 768.28, Florida Statutes. Both Parties reserve the right to require other insurance coverage that both Parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each Party's Commission or Board approval, if necessary.

(e) Violations of the terms of this section and its subparts shall constitute a

material breach of the License Agreement and the non-breaching Party may, at its sole discretion, cancel the License Agreement and all rights, title and interest shall thereupon cease and terminate.

(f) No activities under this License Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each Party.

2.18 Environmentally Hazardous Material.

2.18.1 SBBC hereby acknowledges that the City prohibits at any time the storage of Environmentally Hazardous materials on the City's Property. SBBC agrees not to store any Environmentally Hazardous materials on the City's Property and understands that violation of this stipulation will result in the City's immediate termination of this License Agreement and SBBC shall restore and return the City's Property to the same condition that it was in on the date hereof, less any improvements.

2.18.2 The City hereby acknowledges that SBBC prohibits at any time the storage of Environmentally Hazardous materials on Tradewinds Elementary. The City agrees not to store any Environmentally Hazardous materials on Tradewinds Elementary and understands that violation of this stipulation will result in SBBC's immediate termination of this License Agreement, and the City shall restore and return Tradewinds Elementary to the same condition that it was in on the date hereof, less any improvements.

2.19 Security of All Licensed Premises.

2.19.1 SBBC will secure separation from the City's Property, by locking applicable gates before entering the City's Property. SBBC is solely responsible for any security necessary for any events and/or activities that SBBC permits upon the City's Property when under the control of the SBBC. If it is determined that any safety issues occurred during the time the City's Property was under SBBC's control, SBBC will be liable for same issues. SBBC will secure the applicable area of the City's Property when under SBBC control by locking the City Property after each and every use of the City's Property.

2.19.2 The City will secure separation from Tradewinds Elementary, by locking applicable gates at Tradewinds Elementary before entering the Tradewinds Elementary. The City is solely responsible for any security necessary for any events and/or activities that the City permits upon Tradewinds Elementary when under the control of the City. If it is determined that any safety issues occurred during the time Tradewinds Elementary was under the City's control, the City will be liable for same issues. The City will secure the applicable area of Tradewinds Elementary when under the City's control by locking all applicable gates at Tradewinds Elementary after each and every use of Tradewinds Elementary.

2.20 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties'

respective duties, responsibilities and obligations under this Agreement.

2.21 **Excess Funds.** Any party receiving funds paid by SBBC under this License Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.22 **Incorporation by Reference.** Exhibit A, Exhibit B, and Exhibit C attached hereto and referenced herein shall be deemed to be incorporated into this License Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** 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 License 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.

3.02 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the Parties intend to benefit a third party directly or substantially by this License Agreement. The Parties agree that there are no third-party beneficiaries to this License Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this License Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The Parties to this License Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither Party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC or City retirement, leave benefits or any other benefits of SBBC or City employees shall exist for the other party as a result of the performance of any duties or responsibilities under this License Agreement. SBBC and City shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The Parties agree that, in the event that either Party is in default of its obligations under this License Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this License Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 3.05.

3.05 **Termination.** City may terminate this License Agreement with or without cause during the term hereof upon sixty (60) days' written notice to the SBBC. City shall have no liability for any moveable personal property left on City's Property by SBBC after the termination of this License Agreement. SBBC shall remove any moveable personal property within ten (10) business days of the effective date of termination of this License Agreement, and any such property remaining upon City's Property after that time shall be deemed to have been abandoned and City may use or dispose of such property as City deems fit and appropriate.

SBBC may terminate this License Agreement with or without cause upon sixty (60) days written notice to the City. SBBC shall have no liability for any property left on Tradewinds Elementary by City after the termination of this License Agreement. City shall remove any moveable personal property within ten (10) business of the effective date of termination of this License Agreement, and any such property remaining upon Tradewinds Elementary property after that time shall be deemed to have been abandoned and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each Party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this License Agreement.

3.07 **Place of Performance.** All obligations of the City and SBBC under the terms of this License Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this License Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this License Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this License Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this License Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this License Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this License Agreement, nor in any way affect this License Agreement and shall not be construed to create a conflict with the provisions of this License Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this License Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this License Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and executed by each party hereto.

3.16 **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this License Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or

extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this License Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this License Agreement.

3.19 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or designee to take any actions necessary to implement and administer this License Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.17 - Force Majeure - hereinabove. City has delegated authority to the Director of Parks and Recreation or designee to take any actions necessary to implement and administer this License Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all City Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.17 - Force Majeure - hereinabove.

3.20 **Counterparts and Multiple Originals.** This License Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this License Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this License 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 License Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this License Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Laurie Rich Levinson, Chair

Dr. Vickie L. Cartwright, Superintendent of
Schools

Approved as to form and legal content:

Office of the General Counsel

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FOR CITY

City of Coconut Creek, Florida

(Corporate Seal)

Joshua Rydell, City Mayor

ATTEST:

By: _____
Karen M. Brooks, City Manager

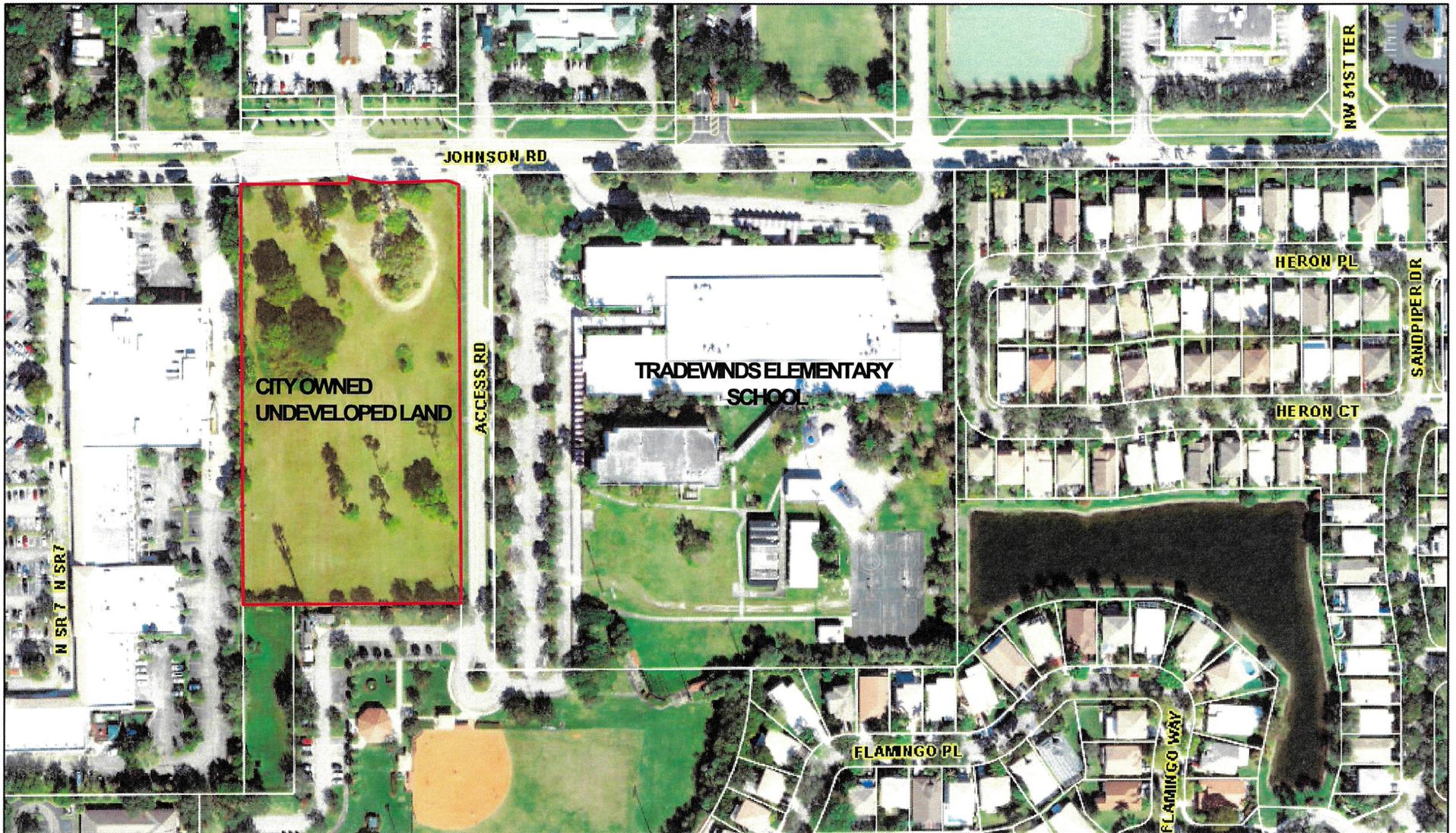
Joseph J. Kavanagh, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Coconut Creek, Florida, only.

Terrill C. Pyburn, City Attorney

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EXHIBIT A



TRADEWINDS ELEMENTARY

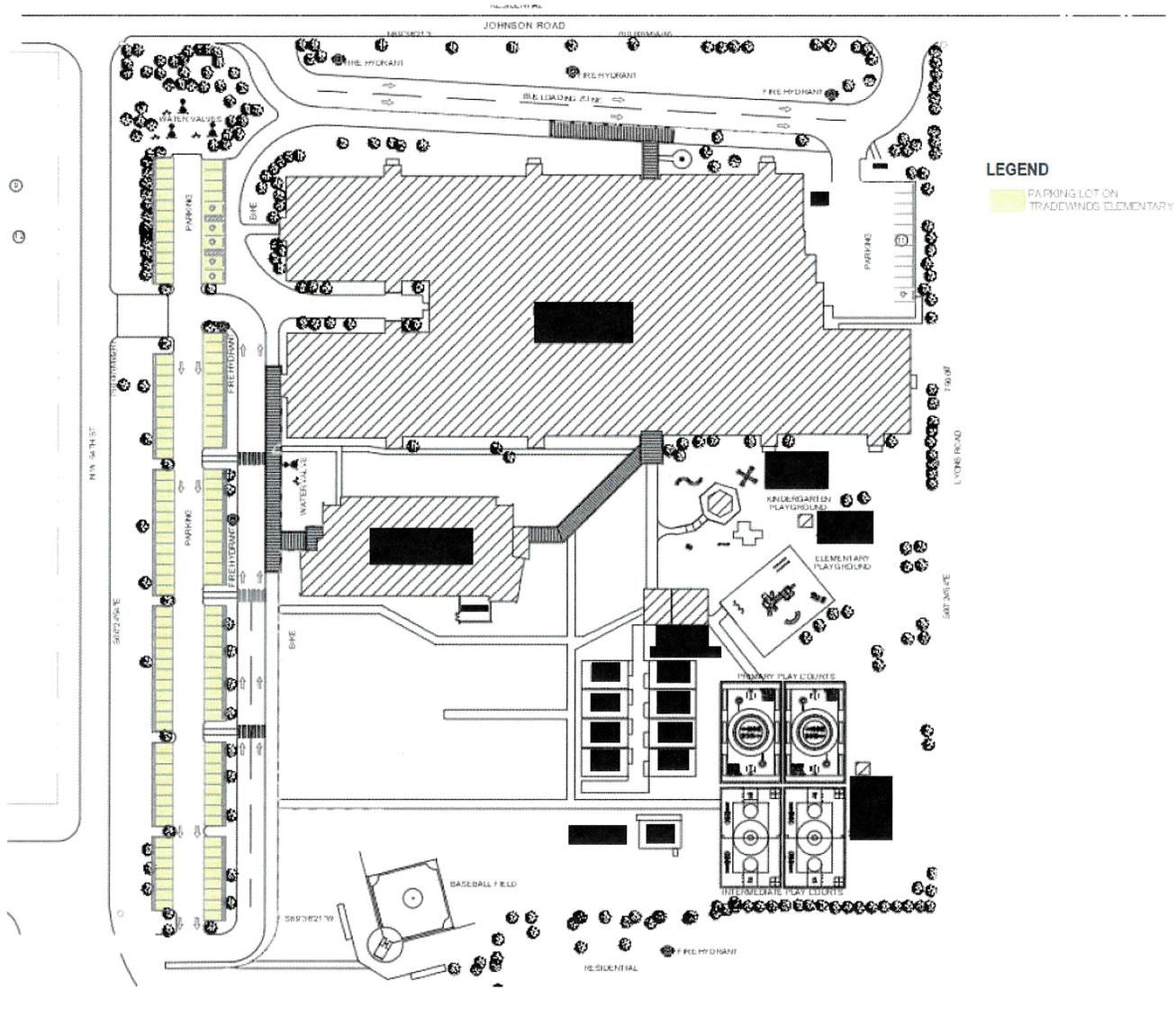


EXHIBIT "C"

NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED
LOCAL GOVERNMENTAL AGENCY

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

Fee

Total Fee(s) Due

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name

Title

Date

Signature:

Approve

Disapprove

For Local Government: Parks and Recreation Director or
Equivalent Position

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL

FOR SBBC USE ONLY

IF DISAPPROVED APPEAL TO
OFFICE OF CHIEF SERVICE QUALITY OFFICER
1400 NE 6th Street
Pompano Beach, FL 33060
Phone: (754) 321-3838; Fax: (754) 321-3885

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

Appeal Approved Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval