

**CITY OF LAUDERHILL, FLORIDA
PARKS AND RECREATION DEPARTMENT**

**Program Service Contract
Non-exclusive use**

THIS IS AN AGREEMENT, made on _____, 2024, between the City of
Lauderhill, a municipal corporation of Florida, Parks and Recreation Department
(hereinafter referred to as the "Department") and

COBRA SELF DEFENSE BROWARD COUNTY, LLC
(Name of Instructor(s) or Company)

954-562-4543
(Phone Number)

382 N.E. 191st Street, Miami, FL 333179
hereinafter referred to as the "Instructor," which includes any and all volunteers,
assistants, substitutes or persons in the employ or under the control of the Instructor
collectively.

In consideration of mutual obligations of the parties and for good and valuable
consideration, the adequacy and receipt of which are acknowledged, the parties agree as
follows:

1. Instructor shall conduct Self Defense Programming and Summer Camps
(Name of Class/Program)

Class/Program at: as provided on Exhibit "A" - any park facilities/outdoor spaces, based
upon availability, located in Lauderdale, Florida, for a time period beginning the date this
contract is executed, to be ongoing until notice is provided of the termination of said
Program, but in no event shall continue for more than a five (5) year term without the
need to have a written renewal. The Instructor's services shall be performed during the
following days and hours, which may be subject to modification with prior written
consent of the City:

**Sadkin Community Center, St. George Park, Sports Park, Westwind, John Mullin,
Veteran's Park, and Windermere Community Center. See Schedule attached hereto as
Exhibit "A"**

(Description of location, number of sessions, days of week and hours for each session)

2. The fees to be paid by each participant in the above-stated program shall be as
provided in the Fee Schedule attached hereto as Exhibit "B" and incorporated herein.
These fees shall be collected by Instructor.

Instructor shall be entitled to keep 80% of the total gross fees collected by participants for
all Programs and shall pay the City 20% of the total gross fees collected as indicated on
Exhibit "B. The City will collect the fees directly from participants through CivicRec,

City shall pay Instructor at the end of each month for any and all fees collected by the City that month.

Instructor may request Special Events that are not included in the Exhibit "A" schedule, but must meet all City requirements, rules and regulations and must obtain prior written approval from CITY prior to engaging in any Special Event/Class. The fees for the Special Event shall be approved in writing prior to the Special Event.

3. It is the responsibility of the Instructor to pay all applicable local, state and federal taxes, and to acquire and pay for all necessary permits and licenses. City shall keep track of all payments made and shall send instructor a 1099 tax form for tax purposes.

4. The Instructor acknowledges that it is an "entity for profit" as defined in Ordinance No. 83-154 of the City of Lauderdale and attached hereto its pro-forma statement of projected fees and revenues as required by said Ordinance.

5. The Instructor shall not assign this non-exclusive license agreement, nor sublet the premises, or any part thereof for any other purposes than as above stipulated, nor make any alterations therein, and any additions thereto, without the prior written consent of the City.

6. No sales or advertising of merchandise of any description shall be made during class times or on City property by Instructors (including any assistant or substitute instructors) or participants without approval of City.

7. The Instructor shall promptly execute and comply with all statutes, Ordinances, Rules, Orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their departments and bureaus applicable to said premises.

8. The performance of satisfactory services named and compliance with any and all Rules and Regulations as may be hereafter made by the City, with such compliance to be determined in the sole discretion of the City, are the conditions upon which the agreement is made and accepted and any failure on the part of the Instructor to comply with the terms of the said agreement, or any of said Rules and Regulations now in existence, or which may be hereafter adopted by City, shall constitute a default of this agreement and the City shall have the right to enter said premises and remove all persons therefrom and the Instructor thereby expressly waives any and all notice required by law to terminate said tenancy and also waives any and all legal proceedings to recover the possession of said premises and expressly agrees that upon any violation of any of the terms of this agreement, the City, his agent or attorneys, may immediately enter said premises and dispossess Instructor without legal notice or the institution of any legal proceedings whatsoever. Instructor is required to complete a Facility Use Permit and pay any corresponding deposits if deemed necessary by the City depending upon the services being performed under the contract.

9. COVID. The Instructor agrees to comply with, and to require among the participants, any and all facial covering and social distancing requirements as set forth by the CDC and/or by the CITY to be practiced at all times on all CITY premises in order to participate in the Program.

10. The Instructor hereby accepts the license to have the non-exclusive use of the premises in the condition they are in at the beginning of this agreement and agrees to maintain said premises in the same condition, order and repair as they are in at the commencement of said term, and to compensate the City of Lauderhill immediately upon demand for any damages to the premises caused by any act, or failure to act, of the Instructor, Instructor's employees, volunteers, agents, assistants, substitutes, or any person who is controlled by the Instructor, or any person attending or participating in the program during the non-exclusive use of the premises.

11. Access to and use of the following equipment or materials will be provided by the City:

None, unless otherwise agreed upon between Instructor and City.

12. Neither the Instructor, nor his/her volunteers, assistants, substitutes or persons in the employ or under the control of the Instructor, shall be considered under the provisions of this Agreement, or otherwise, as having employee status or as being entitled to participate in any employment benefits of the City, such as medical insurance or Workers' Compensation. The Instructor, his/her volunteers, assistants, substitutes or persons in the employ or under the control of the Instructor at all times shall be considered an independent contractor and at no time shall be considered an employee of the City. The Instructor, his/her volunteers, assistants, substitutes or persons in the employ or under the control of the Instructor agree at no time to represent or cause to be represented that they are employees, agents or representatives of the City. This is merely a non-exclusive license agreement and is not a lease and does not convey any property rights.

14. The City reserves the right to cancel or reschedule any of Instructor's programming in the case of scheduling conflicts or other emergencies, as determined by the Department. City sponsored events shall take precedence over the Program.

15. The City shall have the right to terminate this Agreement immediately upon notification by the Director of the Department if the City has determined, in its sole discretion, that it is in the best interest of the City, the Program participant(s,) or any spectators. The City also has the discretion to remove a participant from the Program or to prohibit their continued participation in the Program due to behavior, conduct, activities, or other facts and circumstances if such action is deemed necessary by the City.

16. All assistants, substitutes, volunteers, or additional instructors utilized by Instructor must have the prior approval of the Department.

17. The Instructor agrees to indemnify and hold harmless the City of Lauderdale from and against any and all liabilities, claims, causes of action, demands, debts, costs, obligations or expenditures, including court costs and attorney's fees, arising out of any claim for personal injury, death, any claims for property damage, copyright, use of musical works, or for any other claims sustained either directly or indirectly by Instructor, Instructor's agents, assistants, substitutes, volunteers, or employees, or by any program participant, or by any person attending but not participating in the program (including any parent or guardian of a minor child) arising out of or in connection with the services subject to this Agreement, which may include unintentional exposure or harm due to COVID-19. This provision is subject to the limitations of liability as provided in Florida Statute §768.28 and does not act as a waiver of the City's entitlement to sovereign immunity as a matter of statutory and common law.

18. The Instructor agrees to pay all damages to facilities, claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon, or in connection with the litigation of the terms of this Agreement.

19. The Instructor is required to furnish the City at the time this Agreement is signed by the Instructor, a Certificate of Insurance in an amount of not less than One Million Dollars (\$1,000,000.00). The City shall be named on the face of the policy as an additional insured.

20. This agreement shall be interpreted under the laws of the State of Florida and in the event of litigation and venue shall lie in Broward County, Florida.

21. Special provisions. The Instructor specifically represents that he/she or the Instructor's agents, assistants, substitutes, volunteers, employees, or any person under the control of the Instructor, has not been convicted of a criminal offense involving sexual assault, sexual misconduct, lewd and lascivious behavior, sexual battery or any other criminal offense involving inappropriate sexual conduct or behavior towards another person. A misrepresentation under this provision is grounds for immediate termination of this Agreement.

22. Compliance with Revenue Procedure 2017-13, Internal Revenue Bulletin 2017-6. Notwithstanding anything in this Agreement to the contrary, the City and the Instructor agree to the following provisions, which are intended to meet the requirements of Revenue Procedure 2017-13 for a safe harbor from private use for a management or service agreement.

(a) The schedule of fees, attached hereto as Exhibit B, has been approved by the City. Any modifications of these fees by the Instructor must be approved by the City.

(b) The annual budget for the property at which the services will be performed, any capital expenditures with respect to such property, any disposition of property that is part of such property, any rates charged for the use of such property and any change in the nature and use of such property must be approved in advance by the City.

(c) The City bears the risk of loss upon damage or destruction of the property at which the services will be performed.

(d) The Instructor agrees that he/she is not entitled to and will not take any tax position inconsistent with being a service provider. The Instructor agrees not to take any depreciation or amortization, investment tax credit or deduction for any payment as rent with respect to the property at which the services will be performed.

Entered into and signed on _____, 2024.

INSTRUCTOR:

Signature: _____

Printed Name: Victor T. Smith
COBRA SELF DEFENSE BROWARD COUNTY, LLC
Nitros0809@gmail.com

CITY OF LAUDERHILL:

By: _____
Desorae Giles-Smith - City Manager

COMPOSITE EXHIBIT "A"

EXHIBIT A Fee Schedule for (C.O.B.R.A. Self Defense Broward County)

Program: Summer Camp / **Child Abduction Prevention**

Location: STGF (St. George Field)

Session Length 8 weeks: June 9, 2025, until July 31, 2025

Date: June 9 & 11- 2025 and June 16 & 18, 2025

Days: 2-Days a week

Times: 9:00 am to 11:00am

Room Gym/Fitness Room

Students 15-20 per session

Price: \$49.00 per student 10% discount of
\$ 44.00 per student Lauderhill Residents

Program: Summer Camp / **Child Abduction Prevention**

Location: WKLF (West Ken-Lark Field)

Session Length 8 weeks: June 10, 2025, until July 31, 2025

Date: June 10 & 11- 2025 and June 17 & 19, 2025

Days: 2-Days a week

Times: 9:00 am to 11:00am

Room Gym/Fitness Room

Students 15-20 kids per session

COMPOSITE EXHIBIT "A"

Price: \$49.00 per student 10% discount of
\$ 44.00 per student Lauderhill Residents

Monday through Friday 4:00 pm to 9:00 pm 4-5 hours

Saturday from 9:00 am- 5:00 pm 7-8 hours

- A. Child Safety (Child Abduction) ages 8-18 years old**
- B. 1-Day Self-Defense for Adults**
- C. 1-Day Self-Defense for Kids ages 8-18 years old**
- D. Active Shooter Response Plan**
- E. Real Estate Training**
- F. Bully Response Program**
- G. Teen Safety & Campus Safety**
- H. Ladies Night Out (Adult Safety)**

Classes offer by

C.O.B.R.A . Self Defense Broward County LLC

COMPOSITE EXHIBIT "B"

EXHIBIT B Fee Schedule for (C.O.B.R.A. Self Defense Broward County)

John E. Mullin Park & The Lauderhill Aquatic Center- (JEMF)

Phone 954 486-8450

2000 NW 55th Avenue

Lauderhill, FL 33313

Capacity 100+

Hours: Monday to Thursday 4:00 pm am to 9:00 pm

Saturday Building 12:00 pm to 5:00 pm

Sunday Building closed park open from 7:00 am to 8:00 pm

Program Name- Night Recreation Youth Recreation Program

CHILD ABDUCTION PREVENTION Course Kids (7-18) ages

Location: (JEMF)

Session length 1-Day a week per session (2 hours) Monday- Saturday

Student Pays _____\$79.00.00 for Non-Residents of Lauderhill

Student Pays __\$55.00 with off Lauderhill Residents 1-student 10%

Student Pays _____\$49.00 per multiple sign up____2 or more students__

Fees paid through Civicrec, 80% balance will be paid to the vendor

St. George Community Park-(STGR)

Phone 954 791-1039

3501 NW 8th Street

Lauderhill, FL 33311

Capacity 100+

Gym or Fitness room request

Hours Monday through Friday 8:00 am to 9:00 pm

Saturday Building 10:00 am to 6:00 pm

Night Recreation Youth Program

Program Name: **Teen Safe & Campus Safety**

Location: STGR

Session Length: 3-4 hours Monday. – Thursday Time **4:00 pm-8:30 pm**

Student pays: \$129.00 per student non-resident

COMPOSITE EXHIBIT "B"

\$ \$99.00 Sale Price 10% Resident pays \$89.10.

\$ 79.00 per non-resident, resident 10% \$71.10

Fees paid through Civicrec, 80% balance will be paid to the vendor

Veterans Park (VR)

Phone 954 572-1459

7600 NW 50th Street

Lauderhill, FL 33351

Capacity: 100 +

Hours: Monday to Friday 9:00 am -9:00 pm

Saturday-9:00 am – 6:00 pm

Fitness Room/Gym request

Program: Ladies' Night Out (Self-Defense for Women)

Location: VETS

Session Length: 2 hours 6:00 pm-8:00 pm

Student pays: \$49.00-Full- Non-residents of Lauderhill

\$39.00-Sale Price 1 -Adult sign-up

\$29.00- Deep discount for multiple sign-ups 2 or more residents

Fees paid through Civicrec, 80% balance will be paid to the vendor

Veterans Park (VR)

Phone 954 572-1459

7600 NW 50th Street

Lauderhill, FL 33351

Capacity: 100 +

Hours: Monday to Friday 9:00 am -9:00 pm

Saturday-9:00 am – 6:00 pm

Fitness Room/Gym request

Program: REAL ESTATE SAFETY (CAP Points Given)

Location: VETS

Session Length: 2 hours 6:00 pm-8:00 pm

4 hours 4:00 pm-8:00 pm

Student pays: \$499.00-Non-residents of Lauderhill (2-hours)

COMPOSITE EXHIBIT "B"

\$899.00- No residents of Lauderhill (4 hours)

10 students it will be \$ 49.00 per student

10 students it will be \$ 89.00 per student

Note: Lauderhill residents will be given a 10% discount

Fees paid through Civicrec, 80% balance will be paid to the vendor

West Ken Lark Park-(WKLR)

Phone 954 791-1034

1321 NW 33rd Avenue

Lauderhill, FL 33311

Capacity: 100+

Hours: Building-8:00 am to 9:00 pm

Saturday 9:00 am to 6:00 pm

Fitness Room/or Gym request

Program Name: **Bully Response Program**

Location: (WKLR)

Session length: 2 hours & 4-hour session Monday -Thursday 4:00 pm-8:30 pm

Student pays: \$49.00-2-hour non-residents, Lauderhill resident \$39.00 per student

\$79.00-4-hour non-residents Lauderhill resident \$69.00 **per** student

Program Name: **ACTIVE SHOOTER RESPONSE PLAN (Workshop)**

Location: (WKLR)

Session Length: 2 hours, 3 hours, or 4 hours sessions

Students: 15 max

Rates: 2-hour session \$1,200.00 \$80.00 per person

3-hour session \$ 1,700.00 training with customized hands-on self-defense

\$113.00 per person

4-hour session \$ 2,200.00 \$146.00 per person

Time: Monday -Thursday from 5:00 pm- 9:00 pm

Sat. 9:00 am to 1:00 pm for 2, 3 04 4-hour sessions equipment used at site

Note: Lauderhill residents and employees will be given a group rate if 20 or more residents or employees sign up they will get a 10% discount.