

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into on this _____ day of ____ 2025 (the "Effective Date"), by and between the **City of Homestead**, a Florida municipality whose business address is 100 Civic Court, Homestead, Florida 33030 (the "City" or "Homestead"), and **Arts for Learning/Miami, Inc.** whose business address is 101 Grand Avenue, Miami, FL 33133 (the "Licensee").

RECITALS

A. The City owns and controls certain real property located at 1601 North Krome Avenue, Homestead, Florida known as the William F. "Bill" Dickinson Community Center, described in Exhibit "A" attached hereto and made a part hereof (the "Licensed Area").

B. Licensee desires to obtain from the City a revocable license, through the City, to use the Licensed Area in order to conduct youth-oriented activities in conjunction with the program of the Licensee entitled "Youth Arts in the Parks" (the "Program").

C. The City has now requested that the Licensee enter into an agreement with respect to the granting of a revocable license to use the Licensed Area, and Licensee has agreed to same, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Term; Termination. The term of the License (the "Term") shall commence on the date executed by both parties expire on April 27, 2025 (the "Expiration Date"). This License Agreement may be terminated by either party upon fourteen days' prior written notice. Further, the City Manager may terminate this License Agreement immediately in the event that the Director of Parks, Recreation and Open Spaces expresses a concern for public health or safety has arisen at the Licensed Area. Upon the effective date of the termination, Licensee shall quit and surrender to the City the Licensed Area in at least as good order and condition as the order and condition that existed on the Commencement Date, with exception to ordinary wear and tear.

3. License Fee. The Licensee shall pay a license fee of \$0.00 per month during the term of the license.

4. License and Use. The City grants to Licensee a revocable license to use the Licensed Area on the dates and times listed in Exhibit "B" entitled Spring 2025 Schedule attached hereto and made a part hereof, subject to the terms and conditions specified herein. The Licensee shall maintain the Licensed Area in a clean and orderly manner.

5. Utilities; Sanitation Collection. The City shall be responsible for the payment of all utility and sanitation collection fees for the Licensed Area during the Term and any Renewal Terms of this Agreement. Licensee is responsible for any telephone or other utility services provided in the Licensed Area.

6. Indemnification. Licensee shall defend, indemnify, and hold harmless the City and its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fees and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with Licensee's use of the Licensed Area under any provision of this Agreement including, but not limited to, liabilities arising from contracts between Licensee and third parties made pursuant to this agreement, except to the extent the losses are caused by or arise directly out of any negligent act or omission of the City, its officers, agents and employees. Licensee shall reimburse the City for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with Licensee's use of the Licensed Area, except to the extent the losses are caused by or arise directly out of any negligent act or omission of the City, their respective officers, agents and employees.

7. Liability. Nothing in this Agreement will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply. The provisions of this Section will survive the termination or expiration of this Agreement.

8. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder (collectively, the "Notices") shall be in writing and shall be either personally delivered, sent via U.S. mail, return receipt requested, or sent by facsimile with receipt acknowledged, or deposited with any nationally recognized overnight carrier or courier that routinely issues receipts, and be addressed as follows:

If to Licensee: Arts for Learning/Miami
101 Grand Avenue
Miami FL 33133
Attention: Sheila Womble, Executive Director

If to CITY: City of Homestead 45 NW 1 Avenue
Homestead, Florida 33030
Attention: Director of Parks, Recreation and Open Space

With a copy to: Weiss Serota Helfman Cole and Bierman, P.L.
200 East Broward Blvd., Suite 1900 Fort Lauderdale, Florida 33301
Attn: David Wolpin, Esq.
Fax No. 954-764-7770

All notices shall be deemed given as of the date of delivery. Either Licensee or City may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party in the manner prescribed in this Agreement.

9. License and Not a Lease. This Agreement is not to be construed as, in any way, granting to Licensee any interest as a tenant in the Licensed Area. It is intended for this to merely grant to Licensee a license to enter upon and use the Licensed Area in accordance with the terms hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

10. Assignment/Transferability. This Agreement cannot be transferred or assigned to any other organization or individual.

11. Hours of Operation. The hours of operation in which Licensee may utilize the Licensed Area shall be Saturdays, from 9:00 AM to 12:00 PM on the dates set forth in Exhibit "B". If Licensee desires to use the Licensed Area at any other times, it shall request such usage of the Licensed Area in writing by email to the City 14 days prior to the date of usage. Licensee shall ensure that adult supervision is provided to the youth at all times while in the Licensed Area.

12. Insurance. These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Licensee that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Licensee or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Licensee under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Licensee agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

LICENSEE EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Licensee shall provide the City of Homestead with a certificate of insurance naming the City of Homestead, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate Limit. Commercial General Liability insurance shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the **ISO CG 2037 Additional Insured - Completed Operations** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

c. **Commercial Automobile Liability:** REQUIREMENT WAIVED AT INCEPTION.

d. **SEXUAL ABUSE AND MOLESTATION INCIDENT COVERAGE:** Licensee shall carry and maintain Sexual Abuse and Molestation Incident Coverage ("SAMIC") with minimum limits of \$1,000,000 per Claim or Occurrence and \$1,000,000 Aggregate. The City will accept either: SAMIC coverage specifically endorsed to the Licensee's ISO CGL policy OR as a stand-alone policy.

The City shall NOT accept attempts to confirm SAMIC by its "silence" in the Licensee's CGL (i.e. that there is no specific CGL exclusion). Only a written confirmation of the affirmative grant of SAMIC from an authorized representative of the insurer shall be accepted as satisfactory evidence.

If coverage is written on a Claims-Made form, Licensee shall satisfy the requirements of this Section by either: (1) maintaining SAMIC coverage as outlined above for 36 months post-completion OR (2) terminating SAMIC coverage post-completion AND purchasing an Extended Reporting Period ("ERP") Endorsement (with a 36-month term minimum) within 10 working days of policy termination. If Licensee chooses Option (2) at any time post-completion, a copy of the ERP shall be provided to the City within 30 calendar days.

It is specifically agreed that the City of Homestead shall not be liable to the Licensee for any liability arising out of the performance of this Agreement. Licensee specifically waives any and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City.

Licensee agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer. This requirement shall not apply to any policy which: (1) includes a condition specifically prohibiting such an endorsement or (2) voids coverage should Licensee enter into such an arrangement on a pre-loss basis.

All insurance policies shall be endorsed to provide that (a) Licensee's insurance is **primary and non-contributory** to any other insurance available to the City of Homestead with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Licensee shall promptly notify the City of Homestead in the event of receipt of such notice from an insurer.

Licensee shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

LICENSEE'S PROPERTY: Licensee and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.

DISCLOSURE OF INFORMATION: Licensee agrees that the City may disclose the name and contact information of Licensee's insurers to any third party, which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Licensee, its agents, employees, servants or subcontractors in the performance of this contract.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Licensee.

13. Computer Use. Licensee may utilize the City's computers in the Licensed Area. The City shall maintain all computers in working order. The City will pay for, and grant internet access to Licensee. Licensee shall monitor all internet activity by the enrollees while using the Licensed Area.

14. Miscellaneous.

a. At no time shall any information regarding a child enrolled in the Program be shared outside of the Program staff, subject to the provisions in Chapter 119, Florida Statutes.

b. Licensee shall conduct Level 2 background screenings on all employees prior to the employees entering the Licensed Area. All background screenings must come back with no reported findings.

c. The City reserves the right to remove and refuse reentry to anyone from the Program that the City feels is a danger to any other enrollees.

d. Licensee will provide all supplies.

e. Licensee shall not alter the facility in anyway without written consent from the City. This includes, but is not limited to, wall hangings, fixtures, equipment, etc.

f. City reserves the right to approve the activities conducted in the Licensed Area. Licensee shall cease any activities the City deems inappropriate at any time in its sole discretion.

g. City and Licensee understand, agree, and acknowledge that (a) this Agreement has been freely negotiated by both parties; and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement of any portion thereof.

h. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

i. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by the City and Licensee.

j. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

k. The City and Licensee acknowledge that each of them and their counsel have had an opportunity to review this Agreement, and that this Agreement sets forth the entire agreement between Licensee and the City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

l. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be in Miami-Dade County, Florida.

m. THE PARTIES HEREBY, THROUGH THIS PROVISION, EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS AGREEMENT AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CITY AND LICENSEE OR THE USE OR OCCUPANCY OF THE LICENSED AREA, OR ANY OTHER CLAIMS.

n. This Agreement does not make either party the agent, legal representative, partner or joint venture of the other for any purpose whatsoever. Licensee has no right to create any obligation or responsibility, express or implied, on behalf of or in the name of the City or to bind the City in any manner or concerning any matter. Neither Licensee nor its employees shall be deemed an employee of the City for any purpose. It is expressly understood and agreed that Licensee and its employees shall in no event be entitled to any City benefits.

o. Licensee shall comply with the requirements of Section 787.06(13), Florida Statutes,

by having an officer or other authorized representative of Licensee execute the Affidavit attached hereto as Exhibit C, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

p. Each party hereby guarantees, warrants and represents to the other that the individual or individuals signing this Agreement on behalf of such party have the power, authority and legal capacity to sign this Agreement on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

q. **PUBLIC RECORDS**

1. Licensee agrees to keep and maintain public records in LICENSEE 's possession or control in connection with Licensee's performance under this Agreement. Licensee additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

2. Licensee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to Homestead.

3. Upon request from Homestead custodian of public records, Licensee shall provide Homestead 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Homestead.

5. Upon completion of this Agreement, transfer, at no cost, to the Homestead all public records in possession of Licensee or keep and maintain public records required by Homestead to perform the service. If Licensee transfers all public records to Homestead upon completion of this Agreement, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of this Agreement, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically by Licensee shall be delivered to Homestead, upon request from the Homestead's Custodian of Records, in a format that is compatible with the Homestead's information technology systems.

6. Any compensation due to Licensee shall be withheld until all records are received as provided herein.

7. Licensee's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Homestead.

Section 119.0701(2)(a), Florida Statutes

IF THE 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.

Custodian of Public Records:
Mailing address:

ELIZABETH SEWELL, CITY CLERK
100 CIVIC COURT, HOMESTEAD, FL 33030

CAR ____ Exhibit 1

Telephone number:

305-224-4442

Email:

ESEWELL@CITYOF HOMESTEAD.COM

[Remainder Of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first mentioned above.

LICENSEE:

Arts for Learning/Miami, Inc.

By: _____

Name: Sheila Womble

Title: Executive Director

CITY:

City of Homestead

By: _____

Name: Nzeribe Ihekwa, PhD, PE, City Manger

Attest:

By: _____

Elizabeth Sewell, City Clerk

Approved as to form and legal
sufficiency for the use and reliance of
the City of Homestead only.

By: _____

City Attorney

Approved as to Insurance:

By: _____

Risk Management

**EXHIBIT A
LICENSED AREA**

Legal Description:

**EXHIBIT “B”
SPRING 2025 SCHEDULE**

EXHIBIT "C"
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Licensee is required to provide an affidavit under penalty of perjury attesting that Licensee does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Licensee authorized to sign on behalf of Licensee, I certify that Licensee does not use coercion for labor or services in accordance with Section 787.06.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)ss
)
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ (name of person acknowledging) as _____ (type of authority (e.g. officer, trustee, attorney in fact) for _____

Notary Public

State of Florida at Large
My Commission Expires:

My Commission Number: