

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017 by and between the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as "**City**") and **DELRAY STUDENTS FIRST, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "**Licensee**").

WITNESSETH:

WHEREAS, **City** owns and controls certain property located at 1500 Southwest 6th Street, Delray Beach, Florida 33444, upon which is located Catherine Strong Splash Park; and

WHEREAS, within Catherine Strong Splash Park, the **City** maintains several classroom facilities that are available for use by the **City**; and

WHEREAS, **Licensee** is not-for-profit corporation organized under the laws of the State of Florida whose stated purpose is to inspire and enable economically disadvantaged minority students to realize their full potential by assisting students with preparation for college or vocational options; and

WHEREAS, **Licensee** desires to use one of the **City's** classroom facilities at Catherine Strong Splash Park for the purpose of conducting its operations; and

WHEREAS, the **City** has determined that it is in the public interest to enter into an agreement with **Licensee** to provide for the use of classroom facilities at Catherine Strong Splash Park; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

1. **Licensee's Rights for Use of Site.** **Licensee** shall have authority, subject to the provisions and limitations set forth in this agreement, to use classroom no. 3 ("Classroom No. 3" or "Premises") at Catherine Strong Splash Park for the purpose of tutoring and mentoring students aged 10 to 19, and for staff preparation in support of such programs. A depiction generally illustrating the location of Catherine Strong Splash Park and Classroom No. 3 is attached to this agreement as **Exhibit A**.

2. **Term.** The term of this Revocable License Agreement shall commence at the time that this agreement is executed by all the Parties and shall terminate at 11:59 PM on the date of anniversary of this agreement. The term of this Revocable License Agreement may be extended for a period of one year at the request of the Licensee and at the discretion of the City, provided that Licensee shall provide City with written notice of its intent to extend the term of this agreement at least 30 days prior to the expiration or anniversary date.

3. **License Fee.** Licensee must pay to City an annual license fee of one dollar (\$1.00), payable at the time of execution of this Revocable License Agreement and at the time of any extension hereof, for its use of the Premises as authorized herein.

4. **Agreements of the Parties.** City and Licensee agree as follows in connection with Licensee's use of the Premises:

- a. **Venue and Schedule:**
City shall provide to Licensee Classroom No. 3 for use as described herein according to the following schedule: Mondays through Fridays from 10:00 AM through 6:00 PM, and Saturdays from 10:00 AM through 4:00 PM. City agrees to provide Licensee with access to Catherine Strong Splash Park only on days that said park is open to the public. Licensee may not use the Premises on days or at times that Catherine Strong Splash Park is otherwise closed.
- b. **Maintenance of Classroom No. 3:**
Licensee accepts Classroom No. 3 in its current condition and agrees to maintain the Premises in a first class manner. Exterior maintenance of the Premises, except as otherwise specified in this Revocable License Agreement, shall remain the responsibility of City. All other maintenance shall be performed by Licensee at City's sole discretion.
- c. **Furnishings:**
Licensee shall be responsible for providing all furnishings within the Premises: such furnishings include, but are not limited to, desks, tables, chairs, refrigerator, educational supplies, and computers. City retains the right to require Licensee to discontinue the use of any furnishing in the City's sole discretion.
- d. **Internet Access:**
City agrees to provide high speed internet access to the Premises. Licensee shall be responsible for the payment of any directly related costs associated therewith, including service fees. Within 30 days of Licensee's

receipt of invoice from City for such costs, Licensee shall remit payment in full to City.

- e. **Signage:**
Licensee shall place a sign identifying Delray Students First, Inc. on the outside of the door to Classroom No. 3. Such signage shall be consistent in size and design, in City's sole discretion, with signage on other classroom doors within Catherine Strong Splash Park. All signage must be approved in advance by City. Upon the expiration of this Revocable License Agreement, or at any other time in City's sole discretion, Licensee shall be responsible for the removal of any such signage and for any cost associated therewith to return the Premises to the condition in which it was received.
- f. **Quarterly Reports:**
Licensee agrees to provide quarterly reports to City regarding Licensee's operations within the Premises. Such reports shall include, but are not limited to, student attendance and activities. Each report must be provided to City within 10 days of the end of a calendar quarter, as that term is commonly understood.
- g. **Inclusion of Participants:**
City may provide Licensee with a list of children that it believes may be interested in participating in the services offered by Licensee at the Premises. Licensee agrees to consider any names so provided for inclusion in its programs.
- h. **Other Facilities:**
All other facilities within Catherine Strong Splash Park shall be available to Licensee in the same manner and at the same times as those facilities are available to members of the general public.

5. **Termination.** City may terminate this Revocable License Agreement upon 24 hours' notice for Licensee's failure to perform any of the terms and conditions of this Agreement. Notwithstanding the foregoing, either Party may terminate this Revocable License Agreement with or without cause upon 30 days' notice.

6. **Compliance.** Licensee agrees to comply with all applicable federal, state, county, and local laws and regulations regarding non-discrimination and specifically agrees not to discriminate against any person on the basis of color, race, religion, age, creed, sex, national origin, or disability.

7. **City's Right to Control Premises.** City or its designee at all times reserves the right to eject or cause to be ejected from the premises any person or persons violating (or to keep persons from violating) any federal, state, county, or local law or regulation, and neither the City, its designee, nor of any its officers, agents or employees shall be liable in any manner to Licensee or its officers, agents, or employees for any damages which may be sustained by Licensee through the exercise of this right by City or its designee.

8. **Alterations and Improvements to Premises.** Licensee may not make any alteration, adjustment, partition, addition or improvement to the Premises, or any part thereof, without obtaining prior written consent of City. All requests by Licensee shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at City's sole discretion, remain the exclusive property of the City or be removed by Licensee upon City's request. In the event that City shall request removal, Licensee shall perform, at its sole cost, removal in a manner that shall return the Premises to the condition in which it was received. Any cost necessary to restore or prepare the Premises for return shall be the sole responsibility of the Licensee. All such alterations or improvements shall be made at the sole cost and expense of Licensee.

9. **Personal Property.** Licensee agrees that all personal property placed on or at the Premises shall remain the property of the Licensee and shall be so placed at the risk of Licensee.

10. **Repair and Damage of Site.** Licensee shall be fully responsible for damage of any kind or nature to the Premises caused by the use by Licensee or invitees of Licensee. Licensee shall be fully responsible for any and all repairs or replacement deemed reasonably necessary by City to return the Premises to the condition existing at the commencement of this License Agreement, normal wear and tear excluded. Licensee shall give to City prompt written notice, in compliance with Section 19 below (Notice), of any occurrence, incident, or accident occurring on or at the Premises. In the event any damage should occur to the Premises, Licensee shall promptly notify the City.

11. **Indemnification and Insurance.**

(a) Prior to any use of the Premises as authorized herein, Licensee shall provide to City certificates of insurance evidencing Licensee's commercial general liability

coverage in the amount of not less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000 and naming City as additional insured. Licensee shall notify City immediately of any modification, cancellation, lapse, or termination in such insurance, which may affect City.

(b) To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold City harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities, and costs whatsoever (including attorney fees) arising out of or resulting from its use of the Premises and any negligence or willful misconduct of Licensee, or its employees, agents, or servants, in connection with this Agreement. Licensee assumes all risk and danger incidental to its use of the Premises. 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 amended from time to time. The provisions of this Paragraph shall survive the termination of the Agreement.

12. **Release.** As part of the specific consideration for City to consent to this Revocable License Agreement, and for further consideration of the sum of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that City, its designees, officers, agents, and employees assume no responsibility whatsoever for any property placed in the Premises; and City, its designees, officers, agents, and employees are expressly released and discharged from any and all liability for any loss, injury, damage, theft, vandalism, or other wrongful acts, or acts of any kind or nature resulting in damage or loss to persons or property which may be sustained due to Licensee's use of the Premises. Licensee further expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any defects, deficiencies, or impairment of the electrical equipment, water supply, equipment or wires furnished for the Premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or by reason of any loss or damage sustained by Licensee resulting from fire, water, hurricane, tornado, civil commotion, riot, theft, or other acts of God, and Licensee hereby expressly waives all right, claims, and demands and forever releases and discharges City, its designees, officers, agents, and employees from any and all demands, claims, actions and causes of actions arising from any of the causes aforesaid.

13. **Surrender Upon Termination.** Licensee shall peaceably surrender and deliver the Premises to City immediately upon expiration of the term or upon termination of this Revocable License Agreement. Licensee further agrees that it will leave the Premises in the condition existing at the commencement of this License Agreement, normal wear and tear excepted, and subject to the provisions of Section 8 (Alterations and Improvements to Premises) and Section 10 (Repair and Damage of Site).

14. **Controlling Law.** This Revocable License Agreement shall be deemed to be made and shall be in accordance with the laws of the State of Florida which will be controlling in any dispute that arises pursuant to this agreement. Venue shall be in Palm Beach County, Florida.

15. **Entire Agreement.** This Revocable License Agreement constitutes the entire agreement between City and Licensee and may not be altered, amended, or modified except by an instrument in writing signed by the parties to the Agreement with all the same formalities as this Agreement.

16. **Inspector General.** Licensee is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Revocable License Agreement, and may demand and obtain records and testimony from Licensee and its subcontractors and lower tier subcontractors. Licensee understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Licensee or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of this Revocable License Agreement justifying its termination.

17. **Public Records.** 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 OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM. Licensee shall comply with all public records

laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Licensee agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to City all records in possession of the Licensee at the termination of the Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City. All records shall be transferred to the City prior to final payment being made to the Licensee.

e) If Licensee does not comply with this section, City shall enforce the provisions in accordance with this Revocable License Agreement and may unilaterally cancel this agreement in accordance with state law.

18. **Force Majeure.** City shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials or services, government restriction (other than City), enemy action, civil commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of City.

19. **Notice.** Any notice or communication under this agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given other than by registered or certified mail, the notice or communication shall be deemed to have been given when

delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Licensee:

Delray Students First, Inc.
1730 S Federal Highway
297
Delray Beach, FL
33483

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

By: _____
City Attorney

WITNESSES:

Hlonka Weinstein
HLONKA WEINSTEIN
(Name printed or typed)

By: Mark Saver
Mark Saver, Chairman
(Name printed or typed)

Samantha Roland
(Name printed or typed)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Mark Saver (name and title of officer or agent) of Delray Students First, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Alberta L. Gaum-Rickard
Signature of Notary Public - State
of Florida

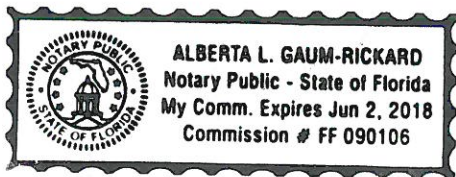


EXHIBIT "A"



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach, FL 33445 561 278-0448	CONTACT NAME: Small Business Unit	
	PHONE (A/C, No, Ext): 561 278-0448	FAX (A/C, No): 561-278-2391
INSURED Delray Students First Inc. 1730 S. Federal Highway #297 Delray Beach, FL 33483	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Alliance of Nonprofits for insu	
	NAIC # 10023	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			201742363	01/19/2017	01/19/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			201742363	01/19/2017	01/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			201742363UMB	01/19/2017	01/19/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured with respect to General Liability as required by written contract subject to all policy terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Delray Beach 100 NW 1st Ave. Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph A. Grillo</i>