

**CITY OF NORTH MIAMI  
NON-EXCLUSIVE LICENSE AGREEMENT**

**THIS NON-EXCLUSIVE LICENSE AGREEMENT** ("License Agreement") is made this 28 day of October, 2015, between the **City of North Miami, Florida**, a Florida municipal corporation located at 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 ("City") and the **North Miami Youth Football/Cheerleading, Inc.**, a Florida not-for-profit corporation, having its principal business address at 1400 NW 135<sup>th</sup> Street, Miami, Florida 33167 ("Licensee"). The City and Licensee shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

The undersigned Parties agree as follows:

1. The City hereby grants to the Licensee a non-exclusive license ("License") to use the football field and the concession stand area on the first floor of the Claude Pepper Park ("Park") multi-purpose building owned by the City and located at 1255 N.W. 135<sup>th</sup> Street, North Miami, FL, consisting of approximately two hundred and thirty-eight (238) square feet of floor space, and approximately twenty-five (25) square feet of floor space of the adjacent storage room accessible from within the concession stand, not including the restrooms, electrical room, and maintenance storage room. These combined areas extended by the City for the use of the Licensee, shall be referred to as the "Licensed Area".

2. This License Agreement shall supersede and replace any other agreements previously entered into by the Parties.

3. The term of the License shall be limited to a period of three (3) months commencing as of the 1<sup>st</sup> day of October, 2015, and expiring on the 31<sup>st</sup> day of December, 2015 ("License Term"). The License shall automatically terminate upon completion of the License Term, unless it is terminated earlier by the City, with or without cause.

4. The Licensee shall offer a youth tackle football program and cheerleading program at the Licensed Area, throughout the License Term. All games and practices shall be scheduled with the City during the following hours of operation:

- Monday through Friday – 5:00 p.m. to 9:00 p.m.
- Saturdays – 8:00 a.m. to 9:00 p.m.
- Sundays and Holidays – 8:00 a.m. to sunset

Any other desired use of the Licensed Area by the Licensee (e.g., camp grounds, fund-raising activities, tournaments, etc.), shall be submitted in writing for approval to the City Parks and Recreation Manager or designee ("Parks Manager"), at least twenty (20) days prior to the date of the desired event.

5. Prior to October 1, 2015, or before the commencement of the '2015' football season, the Licensee shall submit the following items to the Parks Manager:

- a) Licensee's General Liability Insurance Coverage with the City named as additional insured;
- b) A current, updated financial statement with supporting documentation;
- c) Copies of all licenses and/or permits from state and local government agencies required in the provision of a youth tackle football program and cheerleading program, and for serving food and beverages from the concession stand, at the Licensed Area;
- d) A License fee in the amount of One Dollar (\$1.00) for the use of the Licensed Area, for the License Term;
- e) A list of all individuals who will have keys to the Licensed Area and a contact list to be used in the event of emergencies; and
- f) An updated list identifying all sports participants, coaches, volunteers, agents and personnel of the Licensee; by name, address, zip code and phone numbers.

6. The Licensee shall not in any manner assign, transfer, or otherwise encumber its interests under this License Agreement.

7. The Licensee accepts the licensed area in an "as is" condition, with any and all defects, latent and patent, if any, existing as of the date of execution of this License Agreement, and agrees, at the Licensee's sole cost and expense, to maintain said area in the same or better condition, order and repair as existing at the commencement of this License. The Licensee must return the Licensed Area neat and clean, and in the same or better condition at the termination of this License Agreement.

8. The Licensee shall operate and maintain the Licensed Area in a proper manner so as to not allow it to become a nuisance, annoyance, inconvenience, or to become a detriment to the public's health, welfare and safety.

9. There shall be no frying or deep frying of food permitted on the Licensed Area. No cooking shall be allowed after 8:00 p.m. and the Licensed Area shall close by 8:30 p.m.

10. The Licensee understands that alcoholic beverages are not permitted on the grounds of any City park facility. It will be the responsibility of the Licensee to enforce this rule at the Licensed Area, throughout the entire License Term.

11. Except as provided in paragraphs 9 and 10 above, the Licensee will have the use of the Licensed Area for the purpose of selling food and non-alcoholic beverages to raise funds to support its football/cheerleading program, during games within the License Term.

12. The Licensee shall be responsible for using and operating the Licensed Area in compliance with the State of Florida and Miami-Dade County Public Health Department, meeting all the requirements for the sale of food and non-alcoholic beverages to the public.

13. The Licensee must post prices for food and non-alcoholic beverages in full view of the public.

14. Food and beverages must be dispensed in paper or plastic containers or wrappers. The Licensee shall be responsible for the collection of all litter and debris resulting from the concession operation and placement of such litter and debris in the appropriate receptacles. This includes any litter within a fifty (50) foot radius of the Licensed Area, including the sidelines of the football field, the practice areas, and the bleachers.
15. The Licensed Area shall be staffed by the Licensee with responsible adults.
16. The City reserves the right to require that the Licensed Area be open by the Licensee for any special events and programs held on the Park premises. The City shall, at its sole discretion, decide which other entity will have the right to operate the concession stand, in the event the Licensee is not using the Licensed Area.
17. At no time shall City employees be allowed to work in the Licensed Area on behalf of the Licensee.
18. All concession supplies must be delivered to the Licensed Area between the hours of 1:00 p.m. and 5:00 p.m., Monday through Friday or during other times approved by the Parks Manager. It shall be the responsibility of the Licensee to have a representative present to meet vendor and supplier deliveries. Under no circumstances is City staff to open the building for vendors.
19. The City shall provide sufficient electrical power and water for use and operation of the Licensed Area within the safe operation limits of existing plumbing and electrical systems.
20. The Licensee shall provide the City with at least one copy of all keys used by the Licensee in the operation of the Licensed Area. The Licensee shall be responsible for all costs associated with the restoration of locks, keys, and other security mechanisms resulting from the loss of City keys by the Licensee.
21. The City Recreation Specialist assigned to the Park by the Parks Manager ("Recreation Specialist") has sole authority and responsibility over the Licensee and referees, to call or cancel games. The Recreation Specialist will make this decision considering a variety of factors involving the total operation of the Park and employees. Lights shall be turned off no later than 9:00 p.m.
22. Schedules for the league shall be due to the City from the Licensee seven (7) days prior to opening ceremonies at the Park. Any schedule changes must be submitted to the Recreation Specialist in writing at least forty-eight (48) hours in advance. The Licensee shall not schedule field use when the Parks and Recreation Department's programs are in progress. Any rescheduled games that are to take place at the Park must be approved by the Parks Manager.
23. The City shall not assume any liability for crowd control during football practices or games. Control of the coaches, referees, players and fans shall be the primary responsibility of the Licensee.
24. The Licensee shall instruct coaches and referees to report any and all accidents and/or incidents to the Recreation Specialist or other Park staff on duty.

25. The Licensee shall assume responsibility of ensuring that the following Sections of Resolution No. 2001-63, are complied with by the Licensee, its members, participants, agents, coaches and parents:

Section 1. That all youth sports coaches and administrators utilize the City of North Miami facilities become a trained certified member of the National Alliance of Youth Sports and that the Parks Department will implement and administer the National Standards for Youth Sports for all sports programs using city facilities.

Section 2. That the City of North Miami Parks and Recreation Staff certified clinicians serve as instructors for the youth sports coaches and administrators, who are to become certified members of the National Youth Sports Coaches Association and National Youth Sports Administrators Association, and that the City of North Miami implement the Parents Association of Youth Sports for all organizations using city facilities to motivate youth league parents to create the ultimate youth sports entertainment.

Section 3. That all City of North Miami Parks and Recreation staff and all administrators and coaches or organizations using city facilities be subject to background investigations.

26. The Licensee agrees to submit to the City, bank statements on a monthly basis, and a copy of board meeting minutes no later than forty-eight (48) hours following each board meeting. A financial report of the receipts derived from the operation of the Licensed Area will be submitted to the Parks Department at the close of the football season.

27. Fourteen (14) days prior to the commencement date of the playing season, the Licensee is also required to provide the numbers and demographics of children and/or adults served, number of volunteers and an electronic listing of all participants identifying by name, address, phone numbers, zip code and emergency contact information. The Licensee shall be responsible for providing the City with an updated list of participants on October 1.

28. The Licensee shall direct all of its communication, requests and reports to the Parks Manager. The Licensee shall not produce any publications or announcements pertaining to the football or cheerleading program without first receiving approval from the City. The City of North Miami's name or trademark logo shall not be used for any advertisements to promote Licensee programs, other than the football or cheerleading program held at the Licensed Area.

29. The Parks Manager will review and approve Licensee Board meeting minutes. The Parks Manager shall have the sole authority to veto or overturn any decisions made by the Licensee Board pertaining to the use of the Licensed Area, if the Parks Manager does not believe it is in the City's best interest.

30. The City may grant the use of football equipment, including but not limited to helmets, shoulder pads, thigh pads, etc. The Licensee agrees to return all such equipment to the City upon termination of this License Agreement or within thirty (30) days upon written request from the City.

The Licensee is responsible for certifying and bringing up to code, all equipment to meet safety standards and provide such safety documentation to the Parks Manager.

31. The Licensee shall make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters or doors within the Licensed Area, storage areas or other areas used by the Licensee without prior written approval of the City.

32. The City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring and painting of walls and ceilings when necessary, as determined by the City. The Licensee must provide reasonable advance notice when requesting routine maintenance items to be done by the City.

33. No additional electrical equipment may be added which would increase the total electrical service load at the facilities, without City approval.

34. The Licensee shall request routine maintenance through the on-site Recreation Specialist who will prepare the appropriate work order requests. Daytime emergencies should be called in to the Parks Manager. Maintenance of equipment purchased by the Licensee shall be the sole responsibility of the Licensee.

35. Nothing in this License Agreement shall impair any existing utility easement or impair the right of access to any existing or necessary utility lines, and such rights are specifically reserved to the City. Further, the City reserves the right to grant other non-exclusive easements, licenses and rights-of-way to others, over, under, through, across or on the Licensed Area. Where approval or consent of City is required under this License Agreement, such consent or approval shall be deemed to refer to City's consent or approval as licensor and such consent or approval shall be contractual in nature and shall not be in lieu of any required governmental approval of the City. The City Manager or his designee shall act for the City in matters relating to renewals, contractual approvals and notices regarding this License Agreement.

36. Rights not specifically granted to the Licensee by this License Agreement are reserved to the City.

37. The terms, conditions and covenants of this License Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

38. All notices, demands, correspondence and communications between the City and the Licensee shall be deemed sufficiently given under the terms of this License Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City: City of North Miami  
12300 N.E. 8<sup>th</sup> Avenue  
North Miami, Florida 33161  
Attention: Manager of Parks and Recreation

Licensee: North Miami Youth Football/Cheerleading, Inc  
1400 NW 135<sup>th</sup> Street  
Miami, Florida 33167  
Attention: Lloyd Greene

With a copy to: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attention: City Attorney

City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attention: City Manager

39. Compliance with Jessica Lunsford Act. In accordance with the requirements of Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Licensee agrees that all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. The City agrees to bear any and all costs associated with acquiring the required background screenings. The City agrees to require all its affected employees to sign a statement, as a condition of employment with the City in relation to performance under this Agreement, that the employee will abide by the terms and notify the City/Employer of any arrest or conviction of any offense enumerated in Section 435.04, Florida Statutes, within forty-eight (48) hours of their occurrence. The City agrees to provide the School Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and meet the statutory requirements contained therein. The City agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The City further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the City to notify the School Board of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee and within five (5) days of its occurrence shall constitute a Default hereunder. The Parties further agree that failure by the City to perform any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School Board to immediately pursue such remedies at law or in equity as to which the School Board may be entitled under the laws of the State of Florida, including, without limitation, an action for specific performance and/or an action to enjoin such breach. To the extent required by applicable law, the City agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may be amended from time to time. Further, the City agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

40. The Licensee agrees to defend, indemnify and hold the City, its agent and employees harmless

from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from City by reason of any damage to property or bodily injury, including death, sustained by any person whomsoever, and which claim, demand, suit, loss, cost, expense or damage arises out of or is incident to or in any way connected with the Licensee's performance of this License Agreement, the condition of the licensed area, the Licensee's acts or omissions, or the Licensee's operations hereunder. The Licensee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily agrees in recognition of the valuable consideration provided by City under this License Agreement.

41. The Licensee agrees to carry liability insurance coverage applicable to the above described property under the Licensee's General Comprehensive liability insurance, with an insurance company authorized to transact business in Florida, acceptable to City's Risk Management Department, with the policy showing the "City of North Miami, a Florida municipal corporation and its officers and employees" as an additional insured, as evidenced by a Certificate of Insurance, a signed copy of which shall be transmitted to the City prior to the Licensee utilizing the license area and throughout the term of this license. The amount of insurance coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for property damage and bodily injury, including death, unless approved by the City. The insurance shall support the Licensee's agreement of indemnity and shall so state on the certificate. Further, said Certificate of Insurance shall provide for thirty (30) days written notice to City prior to any material change or cancellation of coverage. The liability insurance must be acceptable to and approved by City's Risk Management Department as to form and types of coverage. Compliance with the foregoing insurance requirements shall not relieve the Licensee of its liability under any other provision of this License Agreement.

42. Limitation of Liability. The City desires to enter into this License Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the License Agreement, so that its liability never exceed the agree sum of One Hundred Dollars (\$100.00). The Licensee expresses its willingness to enter into this License Agreement with the Licensee's recover from the City for any action or claim arising from this License Agreement to be limited to One Hundred Dollars (\$100.00).

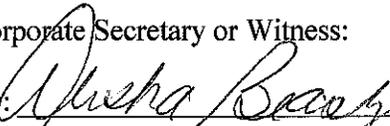
Accordingly, and notwithstanding any other term or condition of this License Agreement, the Licensee agrees that the City shall not be liable to the Licensee for damages in an amount in excess of \$100.00, for any action or claim of the Licensee or any third party arising out of this License Agreement. Nothing contained in this paragraph or elsewhere in this License Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waiver sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

43. In the event of any dispute arising under or related to this License Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this License Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

44. This License Agreement may be executed in two or more counterparts, each of which shall

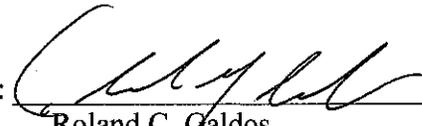
constitute an original but all of which, when taken together, shall constitute one and the same License Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this License Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: North Miami Youth Football/Cheerleading, Inc., a Florida not-for-profit corporation:  
Corporate Secretary or Witness: ~~“Licensee”~~  
By:  By:   
Print Name: Alisha Beasley Print Name: LLOYD CORNEVE  
Title: Treasurer Title: PRESIDENT  
Date: 10-28-15 Date: 10/28/15

ATTEST: City of North Miami, a Florida municipal corporation: “City”  
By:  By:   
Michael A. Etienne Arthur H. Sorey, III  
City Clerk Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Roland C. Galdos  
Interim City Attorney