

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter called "License" or "Agreement") is entered into effective the 25th day of July, 2021, by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation existing under the laws of the State of Florida (hereinafter called "City"), whose address is 117 West Duval Street, Jacksonville, Florida 32202, and **THE ARC JACKSONVILLE, INC.**, a Florida not-for-profit corporation (hereinafter called "Licensee"), whose address for the purpose of this License is 1050 N. Davis Street, Jacksonville, Florida 32209.

WITNESSETH:

WHEREAS, City owns certain property consisting of a building and grounds at 1050 N. Davis Street, Jacksonville, Florida 32209, more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Facility"); and

WHEREAS, Licensee was organized in 1965 as a not-for-profit Florida corporation; and

WHEREAS, Licensee desires to use the Facility for the development, establishment and administration of projects that meet the needs of citizens with developmental disabilities in Duval County and seeks the assistance of City to accomplish these goals; and

WHEREAS, City believes that Licensee's projects are beneficial to the citizens of Jacksonville, Duval County, Florida, and its surrounding areas and, among other things, Licensee promotes the welfare, health and interests of citizens with developmental disabilities and provides economic benefits to Jacksonville, Duval County, Florida, and its surrounding areas; and

WHEREAS, City desires to provide to Licensee the sole use of the Facility for the purpose of developing, establishing and administering projects for citizens with developmental disabilities, and City desires to allow Licensee to operate and maintain the Facility in order to promote and continue Licensee's services for the direct benefit of citizens with developmental disabilities of all ages without discrimination as to age, religion, disability, marital status, national or ethnic origin, gender, creed, color or race; and

WHEREAS, City and Licensee desire to enter into this License Agreement in order to enable Licensee to maintain and operate the Facility to accomplish Licensee's commitment to the developmentally disabled in Jacksonville, Duval County, Florida, and its surrounding areas;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid each respective party to the other and other good and valuable consideration including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good and valuable consideration being herewith acknowledged by the respective parties, City and Licensee stipulate and agree as follows:

1. **Recitals.** The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "Facility" means the real property, a building and grounds, specifically described in **Exhibit A** and all existing improvements located thereon or therein and all improvements constructed or installed thereon or therein by City or Licensee during the License Term. The Facility is generally located at 1050 N. Davis Street, Jacksonville, Florida 32209, in Duval County, Florida.

(b) "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over City, Licensee and/or the Facility. Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes and Jacksonville Ordinances, including, without limitation, any regulation found in the Florida Administrative Code, and all Florida Statutes, Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside the present contemplation of the respective parties to this transaction.

(c) "Hazardous Materials" means any substance, material or waste which is now or is hereafter classified or considered to be hazardous, toxic or dangerous under any local, state, or federal law, regulation, or standard or Government Requirement including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. §§ 1808 *et seq.*);

(iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*);

(iv) The Federal Superfund Amendments and Reauthorization Act of 1986

(v) Regulations adopted and publications promulgated pursuant to the foregoing;

(vi) Any other material, the use, release, disposal, or presence of which may result in liability under any Governmental Requirement or common law action.

(d) "City" means the City of Jacksonville, Florida, a political subdivision and municipal corporation existing under the laws of the State of Florida, including any representative or agent of City with respect to the Facility.

(e) "License" means this License Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same.

(f) “Licensee” means The ARC Jacksonville, Inc., a not-for-profit corporation established under and existing in good standing in the State of Florida.

(g) “License Term” or “Term” means the term of this License commencing on July 25, 2021, and expiring on July 25, 2031. Upon mutual agreement of the parties, this License may be extended for two (2) additional five (5) year periods under the same terms and conditions as set forth herein. Notice of the Licensee’s request for an additional term must be given to City in writing at least ninety (90) days prior to the end of the then current term.

(h) “Permitted Use” means the Licensee’s use of the Facility, which use shall be for the purpose of developing, establishing and administering services for the developmentally disabled in compliance with the terms of this License and all Governmental Requirements.

(i) “Section” means the numerical sections of this License and the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

(j) “Special event volunteer” is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under the supervision of staff or certified volunteer leadership.

(k) “Vending” is defined as the exchange of goods, foodstuffs, and/or services for monetary gain or service-in-kind, but shall not include a Licensee’s allowing the installation of a vending machine for the use and convenience of its employees and volunteers.

3. Representations, Warranties, Validity and Binding Effect. Licensee represents, warrants and agrees as follows:

(a) Licensee is a Florida not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this License.

(b) After a duly called meeting of its board of directors, at which a quorum was present and acting throughout, the Licensee authorized the execution and delivery of this License, and such corporate authorization remains in full force and effect and has not been revoked or modified in any respect whatsoever.

(c) This License is a legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its covenants, conditions and terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally.

(d) The execution and delivery of this License and compliance with the covenants, conditions and terms hereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state or local law, court or administrative regulation, judgment, decree, order, or any agreement, indenture or other instrument to which Licensee is a party.

(e) Licensee is not in breach of or in default under any applicable federal, state or

local law, ordinance, court or administrative regulation, decree, order or any agreement, indenture or other instrument to which Licensee is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this License or would affect materially or adversely the financial condition, operation or properties of Licensee to perform its obligations hereunder.

(f) There is no action, suit, proceeding, inquiry or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which Licensee is a party, pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status or powers or the titles of its officers to their respective offices, (ii) contesting the validity or the power of Licensee to execute and deliver, or affecting the enforceability of, this License, (iii) contesting or affecting the power of Licensee to consummate the transactions contemplated by this License, or (iv) wherein an unfavorable court decision, ruling or finding would materially affect the financial position of Licensee.

4. License. In consideration of the representations, warranties, agreements and covenants contained herein, City shall license to Licensee for the License Term the Facility during the License Term, all in accordance with all of the provisions, covenants, conditions and terms herein. The Facility is provided to Licensee in its "AS IS" condition and without representation or warranty by City as to the suitability or condition of the Facility for Licensee's use.

5. License Fee. Licensee shall not be responsible to pay the City a license fee during the License Term.

6. Taxes and Other Charges. Licensee shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all federal, state and local taxes, of whatever kind or nature, which shall or may during the License Term be lawfully charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with the use, occupancy or possession of the Facility or any part thereof.

7. Use of Facility.

(a) The Facility will be operated by the Licensee so as to advance the goals of developing, establishing and administering services for citizens with developmental disabilities in Jacksonville, Duval County, Florida and the surrounding areas. Licensee shall use the Facility only for the Permitted Use. No other use of the Facility is permitted without the prior written consent of City, which consent may be withheld in its sole and absolute discretion. Licensee shall manage, administer, maintain and operate the Facility during reasonable hours consistent with Licensee's purposes and uses as described herein.

(b) Licensee agrees to comply, and be in compliance at all times, with Governmental Requirements imposed upon the Facility and shall not in any way subject City to liability or exposure for failure to adhere to the same.

(c) Licensee shall not discriminate against any person on the basis of race, creed, color, gender, religion, national origin, age, marital status or disability in its management, use and operation of the Facility.

(d) Licensee shall not require any member of the public to pay any charge or rate for any programs or activities provided by Licensee at the Facility unless such charge or rate is

approved by City's Department of Parks, Recreation and Community Services in advance.

(e) The Licensee shall be responsible for all security relating to its use of the Facility.

(f) Licensee shall report promptly any injury or incident occurring at the Facility using report forms that have been approved by the City.

8. Improvements to Facility, Personal Property.

(a) Licensee shall not make additions, alterations, changes or improvements in or to the Facility or any part thereof, without the prior written consent of City, which consent may be withheld in the sole and absolute discretion of City. Menial, regular, and routine maintenance shall not be included in this provision, it being understood that the Licensee shall maintain the Facility (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this License. All additions, alterations, changes or improvements made by Licensee shall be constructed at Licensee's sole expense and shall, upon completion thereof, become the property of City. All additions, alterations, changes or improvements shall be made in conformance with applicable Governmental Requirements. Licensee may place its personal property on or within the Facility during the License Term from time to time at its discretion; however, all of Licensee's personal property that may be in the Facility during the License Term shall be so at Licensee's sole risk.

(b) Before starting and until the completion of the construction of any improvements over the value of \$3,000.00, Licensee shall require its contractor(s) to indemnify the City and procure and maintain insurance of the types and in the minimum amounts set forth on **Exhibit B** attached hereto.

(c) It is the intent of the parties that City shall be the intended beneficiary of all warranties relating to the construction of any improvements, and Licensee shall require all warranties to so designate City. Prior to substantial completion of any improvement, Licensee shall require all contractors to give reasonable notice to City in order that City may participate in final walk-through and punch list inspections. Prior to completion and close-out of the construction work, Licensee shall require its contractors to give reasonable notice to City of all close-out training, including, but not limited to, start-up of equipment and operations and maintenance procedures in order that City may participate. Licensee shall cause the contractors to deliver to City all warranties upon completion of the construction work.

(d) Licensee shall require any contractor or contractors performing work valued over \$3,000.00 at the Facility to furnish a Construction 100% Performance and Payment Bond in an amount not less than the full amount of the contract price for completing the build-out of any improvements, as surety for the faithful performance of the contract by the contractor, and for the payment of all persons performing labor and furnishing materials in connection with the work. Such performance and payment bonds shall be on a form approved by the City and consistent with the requirements of Section 255.05, Florida Statutes. Licensee shall, before the commencement of any construction, furnish City with evidence of the Construction Bond as outlined herein. If at any time during the continuance of the contract a surety on the contractor's bond or bonds becomes irresponsible, City shall have the right to request additional and sufficient sureties which Licensee shall require the contractor to furnish within ten (10) days after receipt of written notice from City to do so.

(e) Any additions, deletions or revisions to the improvements, as set forth in approved designs and plans, shall require the prior written approval of City.

(f) In the event Licensee fails to complete the construction of any improvements, City shall have the right, but not the obligation, to complete the construction of the improvements at the sole cost and expense of Licensee.

(g) Licensee shall obtain, at its own expense, any applicable permits, changes to existing permits, architectural approvals and zoning approvals as may be required by federal, state and local laws and regulations for the construction of any improvements and Licensee's use of the Facility.

(h) It is understood and agreed between the parties that all improvements shall become the property of City, free and clear of all construction or other liens. Licensee shall deliver to City contractor(s)' affidavits and waivers of lien from all those who supplied labor, material or services in connection with the construction of the improvements, together with satisfactory proof of full payment of such.

(i) Licensee agrees to comply, and to require any contractor, subcontractor or supplier to comply, with all applicable Governmental Requirements.

(j) Subject to the provisions and limitations of Section 768.28, Florida Statutes (which provisions are not altered, expanded or waived), City shall be responsible for contaminated media or Hazardous Materials; however, if, because of construction of any improvements, any federal, state or local regulatory or grant authority requires remediation of contaminated media or Hazardous Materials that were in the Facility on the date of this License, then Licensee shall be responsible for proper removal, handling and disposal or other lawful remediation of such contaminated media or Hazardous Materials which requires removal because of the construction of improvements. Licensee shall provide City immediate written notice of any communication from regulatory or grant authorities concerning contamination or remediation requirements.

(k) Licensee shall indemnify, defend and hold harmless City and its officers, employees, agents, invitees, guests and contractors from and against all claims, costs, losses and damages (including, but not limited to, all attorney's fees and all court costs) caused by, arising out of, or resulting from the construction of improvements, provided that any such claim, cost, loss or damage: (1) is attributable to bodily injury, sickness, disease, death or environmental remediation liability as referenced in Section 8(j) above, or to damage to or destruction of tangible property; and (2) is caused by acts or omissions of Licensee or any of its contractors, subcontractors, suppliers, or any persons or organizations employed by any of them in the performance of or furnishing of the construction of any improvements. The provisions of this Section 8(k) shall survive the expiration or termination of this License.

(l) Neither approval of nor failure to disapprove the insurance furnished by the Licensee shall relieve the Licensee or its contractors, subcontractors, suppliers, or agents from the responsibility to provide the insurance as required by this License.

9. Maintenance, Repairs and Utilities. City and Licensee shall have joint responsibility for the maintenance and upkeep of the Facility.

(a) Licensee shall be responsible for ongoing maintenance of the Facility. Such ongoing maintenance of the Facility includes, but is not limited to, removal of trash, cleaning,

replenishing, maintenance and repair of restrooms, cleaning, maintenance and repair of the floor coverings, interior and exterior painting, the repair of interior walls and windows, damage to which was not due to ordinary wear and tear, and general upkeep of the Facility, including all improvements, so that the Facility will be maintained in a clean and sanitary condition at all times. Licensee shall be responsible, at its sole cost and expense, for the installation and maintenance charges for any telephone facilities, computer facilities, or other communication facilities utilized by Licensee at the Facility, it being understood the Licensee shall pay and be responsible for the day to day operational costs of Licensee's Permitted Use of the Facility. In addition, Licensee shall be responsible for power, gas, electric, water, sewer, and garbage costs.

(b) City's obligations shall include, without limitation, the maintenance, replacement and repair of the interior and exterior of the Facility, doors, windows, structural components, including roofs, porches, interior and exterior walls, window casements, restrooms, any sprinkler system installed for the control of fire, plumbing, pipes, underground utility and sewer pipes (unless such utilities and pipes are required to be maintained by the utility company providing said utilities), HVAC system, and electrical wiring and conduits servicing the Facility.

10. Insurance.

Without limiting its liability under this License, Licensee shall procure and maintain, at its sole cost and expense, during the Term of this License, insurance of the types and in the minimum amounts stated on **Exhibit B** attached hereto.

11. Indemnification. Licensee shall indemnify, defend and save harmless the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees and costs, by or on behalf of any person or party whatsoever, arising out of:

(a) any failure by Licensee to perform any of the covenants, agreements, conditions and/or terms of this License on Licensee's part to be performed;

(b) any accident, injury or damage which shall happen in or about the Facility and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Facility, during the License Term;

(c) Licensee's failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;

(d) any construction lien, conditional bill of sale or chattel mortgage filed against the Facility or any improvements or equipment therein or any materials therein used in the construction or alteration of any improvements or other related structures thereto;

(e) any tax attributable to the execution, delivery or recording of this License or any modification thereof;

(f) Licensee's possession or unauthorized use of the Facility;

(g) any negligent or intentional act or omission of Licensee or any of Licensee's representatives, employees, licensees, invitees, or agents; or

(h) any Hazardous Material stored, spilled, or disposed of on or in the Facility by Licensee or any of Licensee's representatives, employees, licensees, invitees or agents. This Section 11 shall survive the termination or expiration of this License.

12. Compliance with Governmental Requirements. During the License Term, Licensee shall comply with all Governmental Requirements governing or affecting the Facility and the use thereof for any reason. Licensee shall notify City of its violation of any Governmental Requirement promptly after Licensee's knowledge thereof, and Licensee shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Upon City's request, Licensee shall assure City from time to time, in written certifications, that Licensee and the Facility are in compliance with all Governmental Requirements and this License.

13. Background Screening. Licensee shall comply with City's Volunteer Background Screening Policy, a copy of which will be provided by the City, completing background and security reviews of all employees and volunteers, with the exception of Special Event Volunteers, who provide or perform services for Licensee at the Facility. Use or employment of any volunteer who has not successfully passed such screening policy will be deemed a breach of this License and may result in immediate termination of the License pursuant to Subsection 17(f) hereof.

14. Assignment. Licensee shall not transfer, hypothecate, mortgage, pledge, assign, convey or sublet its interest in the License or the Facility or any part thereof, it being understood this License is personal to Licensee. Assignment or subletting of the License in violation of this Section 14 may result in immediate termination of the License pursuant to Subsection 17(d) hereof.

15. Destruction or Damage. In the event the Facility or any part thereof is destroyed or damaged from any casualty, Licensee shall, to the extent of available insurance proceeds, repair the damage and restore the Facility to the extent reasonable and practical under the circumstances then existing; provided, however, Licensee shall not be required to so restore and repair the Facility and shall be entitled to terminate this License by giving written notice to City of its intent to terminate this License and the time frame therefor in the event, in Licensee's discretion and decision, (a) the Facility is damaged or destroyed from any casualty of a type then generally excluded from conventional all risk property insurance and, as a result, no insurance proceeds are available, or if coverage exists but, in the reasonable estimation of Licensee, there is an insufficient amount of insurance proceeds available to permit adequate reconstruction and repair of the Facility and Licensee decides not to provide sufficient funds to cover the amount of the deficiency, or (b) such destruction or damage occurs during the last year of the License Term of this License.

16. Hazardous Materials.

(a) Licensee shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials at the Facility. Licensee shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or in the Facility of any Hazardous Material. If any Hazardous Material should be used, handled or stored or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or in the Facility by accident or otherwise, Licensee shall: provide immediate written notice thereof to City; immediately commence and diligently pursue the removal of any such Hazardous Material; remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements; and, pay all fines, fees, assessments and penalties arising therefrom. Licensee shall furnish City periodically, at City's request, certification that Licensee is in compliance with the provisions of this Section.

(b) Licensee shall provide written notice to City within three (3) days of:

(i) any change in Licensee's utilization and operation of the Facility involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) releases, spillage, leakage or disposal of any Hazardous Material at the Facility.

(c) If Licensee shall fail to comply with any of the provisions of this Section 16, City shall have the right, but shall not be obligated, to enter into the Facility without thereby causing or constituting a termination of this License, or ejection of Licensee, either constructive or otherwise, in whole or in part, from all or any portion of the Facility, or an interference with Licensee's possession and use of the Facility, and take such steps and incur such expenses as City shall deem necessary to correct Licensee's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Licensee is responsible, and Licensee shall reimburse City on demand for any expense incurred by City as a result thereof.

17. Default. Each of the following events shall be a default hereunder by Licensee and shall constitute a breach of this License:

(a) If Licensee shall fail to pay City any charge due hereunder as and when the same shall become payable and due and the same remains unpaid for ten (10) days after City's written notice for payment;

(b) If Licensee shall fail to perform any of the covenants, conditions and terms of this License on Licensee's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by City to Licensee; or if Licensee shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Licensee shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, Licensee, having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance (however, in no event shall such extended period exceed ninety (90) days);

(c) If Licensee shall abandon the Facility for any period of time exceeding thirty (30) consecutive calendar days;

(d) If Licensee assigns or sublets this License;

(e) If Licensee shall fail to maintain the proper insurance as required by this License after having received written notice from City; or

(f) If any person participating in Licensee's Permitted Use is found to be in

violation of City's Volunteer Background Screening Policy.

If an event of default shall occur and be uncured, then City shall have the right to immediately terminate and cancel this License by giving to Licensee written notice of such termination and cancellation. Upon such notice, this License shall terminate and the parties shall be released from all obligations under this License that do not specifically survive its termination. The foregoing remedy shall not be the exclusive remedy for City for this License.

18. Licensee Termination. Licensee shall retain an absolute right to terminate and cancel this License at any time during the License Term in the event Licensee determines that its financial condition and/or operating funds are not sufficient for Licensee to maintain and operate the Facility as described herein upon giving City at least thirty (30) days written notice of Licensee's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, the License shall terminate and cease as of the effective date of Licensee's termination hereunder and the parties shall be released from all obligations hereunder that do not specifically survive termination.

19. City Termination. Notwithstanding any contrary provision of this License, City shall have the absolute right to terminate this License at any time by providing at least thirty (30) days written notice of such termination to Licensee.

20. Title to Land. Title to the Facility shall remain vested with City, subject to the covenants, conditions and terms of this License, and Licensee shall have no interest in the title to the Facility but shall only have a licensehold interest thereto. Any improvements made to the Facility shall be vested with City, which shall have the title thereto, subject to the covenants, conditions and terms of this License; however, no furnishings, furniture, equipment or other personal property installed or constructed by Licensee on or within the Facility shall be City's property, but shall be the property of Licensee. Licensee shall have control of the Facility, subject to the covenants, conditions and terms of this License, but City shall always remain vested with title to the Facility and in control thereof to ensure that neither Licensee nor any other entity shall have the authority or right to violate Governmental Requirements affecting the Facility and the utilization thereof.

21. Licenses, Permits. Licensee will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Facility for the Permitted Use.

22. Expiration of Term. At the expiration of the License Term, Licensee shall peaceably return to City the Facility in good condition, ordinary wear and tear excepted. It is understood and agreed between City and Licensee that Licensee shall have the right to remove from the Facility all personal property of Licensee situate at the Facility, including, but not limited to, all furnishings, furniture, machinery, equipment, appurtenances and appliances placed or installed on or in the Facility by same, provided Licensee restores the Facility after the removal therefrom. Further, the Licensee shall not have encumbered the Facility with any mortgage, mechanic's lien, materialman's lien, or otherwise.

23. Right of City to Inspect. City, at all times, may enter the Facility for the purpose of inspecting same and for any other purposes permitted hereunder. Licensee shall provide to City keys to all gates and improvements on or in the Facility.

24. Force Majeure. If City or Licensee shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of

power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

25. Liens. Licensee shall, immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanic's, materialman's or other lien filed or claimed against any or all of the Facility or any other property owned or licensed by City, by reason of labor or materials provided for Licensee or any of its contractors or subcontractors, or otherwise arising out of Licensee's use or occupancy of the Facility. Nothing in the provisions of this License shall be deemed in any way to give Licensee any right, power or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanic's or materialman's lien against City's estate or interest in and to the Facility, it being expressly agreed that no estate or interest of City in and to the Facility shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Licensee. At City's request, Licensee shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence in accordance with Section 713.10, Florida Statutes.

26. Condemnation. If any part of the Facility is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, City may, at its sole option, terminate the License by giving written notice to Licensee within thirty (30) days after the taking, or, if by reason of such taking of the Facility, Licensee's operation in or access to the Facility is substantially and materially impaired, Licensee shall have the option to terminate this License by giving written notice to City within thirty (30) days after taking. Licensee hereby waives any and all rights it may have in all condemnation awards, including, without limitation, loss of or damage to its License, and hereby assigns said claims to City, except such awards as are separately and specifically awarded to Licensee for its separate personal property, moving expenses and business damages.

27. City Recognition. All signage and graphics for same which advertise, designate or locate Licensee at the Facility shall further incorporate in its content, either in written type designation or logo designation, a recognition of the City of Jacksonville Department of Parks, Recreation and Community Services in reasonable form. No signage making reference to the City of Jacksonville or the City of Jacksonville Department of Parks, Recreation and Community Services shall be placed on or about the Facility until such signage has been reviewed and approved by City.

28. Annual Report. On an annual basis, Licensee shall present an Annual Report to City. Such Report shall illustrate and explain the Licensee's financial statements, liabilities, assets, revenue, projects and activities, officers' names and addresses, rules and regulations, by-laws, and election date(s), and provide a list of the fees and charges for the activities conducted at the Facility during the year, and such other information as requested by City. Such Report shall also include a certification that Licensee is maintaining insurance of the types and in the minimum amounts set forth in Section 10 of this Agreement and a verification that it is in compliance with requirements imposed on Florida not-for-profit corporations. The Annual Reporting Form must be approved by the City.

29. Audit. With reasonable notice, City shall have the right to audit Licensee's financial books, records, and documents.

30. Vending. Before vending can be permitted at the Facility, Licensee must receive written approval of the City of Jacksonville. In its request for vending privileges, Licensee must propose in writing the proposed vending item and/or service and its charge and/or service in kind. If said vending item and/or service changes its charge and/or service in kind, said charge or service in kind must be approved in writing by City. In addition, Licensee must comply with all Governmental Requirements while vending at the Facility, including, but not limited to, City departmental policies.

31. Miscellaneous:

(a) Notices. Any and all notices which are permitted or required in this License shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing, and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein. The Department of Parks, Recreation, and Community Services shall provide oversight of the management and administration of this Lease on behalf of the City.

If to City: Department of Parks, Recreation, and Community Services
City of Jacksonville
Attn: Director of Parks, Recreation, and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202

With Copy To: Office of General Counsel
City of Jacksonville
Attn: Governmental Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

Public Works Department
City of Jacksonville
Attn: Chief of Real Estate
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

If to Licensee: The ARC Jacksonville, Inc.
Attn: James Whittaker
1050 N. Davis Street
Jacksonville, Florida 32209

or such other address either party from time to time specifies in writing to the other.

(b) Legal Representation. Each respective party to this License has been represented by counsel in the negotiation of this License; accordingly, no provision of this License shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this License or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this License.

(d) Severability of Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the License shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the License and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of City or Licensee in his or her individual capacity, and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein, express or implied, is intended or shall be construed to confer upon any entity other than City and Licensee any right, remedy or claim, equitable or legal, under and by reason of this License or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of City and Licensee.

(g) Successors and Assigns. To the extent permitted by Section 21, this License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this License shall survive the expiration or termination of the License and remain in effect.

(i) Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this License shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this License, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this License or any documentation executed and delivered pursuant hereto. Venue for any action arising out of this License shall lie in the jurisdictional courts of Duval County, Florida.

(j) Section Headings. The section headings inserted in this License are for convenience only and are not intended, and shall not be construed, to limit, enlarge or affect the scope or intent of this License, nor the meaning of any provision, condition or term hereof.

(k) Counterparts. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same document.

(l) Entire Agreement. This License contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this License, and not contained herein, shall form any part hereof or bind any respective party hereto. This License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(m) Attorney's Fees and Costs. In any litigation arising out of or pertaining to this License, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, during, or after trial, or upon any appellate level.

(n) Time. Time is of the essence of this License. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(o) Waiver of Defaults. The waiver by either party of any breach of this License by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this License.

(p) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(q) Reservation of Rights. Pursuant to Section 122.428(g), Ordinance Code, the City reserves the right to terminate this Lease under any circumstances that threaten the public health or safety, or where the Lease creates an adverse impact on the City's tax-exempt bond status.

(r) Public Records. In accordance with Section 119.0701, Florida Statutes, Licensee shall:

i. Keep and maintain public records required by City to perform the services under this Agreement; and

ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Licensee does not transfer the records to City; and

iv. Upon completion of this Agreement, transfer to City at no cost all public records in possession of Licensee or keep and maintain public records required by City to perform the service. If Licensee transfers all public records to City upon completion of this Agreement, such party shall destroy any duplicate public records in its possession 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 must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to Licensee to the extent Licensee is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) _____; _____@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE __, JACKSONVILLE, FLORIDA 32202.

(r) E-Verify. In accordance with Chapter 2020-149, Laws of Florida, Licensee confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Licensee acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have hereunto executed this License for the purposes expressed herein effective the day and year first above written.

Attest:

CITY OF JACKSONVILLE

James R. McCain Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, Chief Administrative Officer, on behalf of Lenny Curry the Mayor and Corporation Secretary, respectively, of the **City of Jacksonville**, a political subdivision and municipal corporation existing under the laws of the State of Florida, on behalf of the corporation. Such persons are personally known to me.

[print or type name]
Notary Public, State of Florida at Large

Form Approved:

By: _____
Office of General Counsel

WITNESSES:

THE ARC JACKSONVILLE, INC.

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **The ARC Jacksonville, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

[print or type name]
Notary Public

EXHIBIT "A"

Legal Description of Facility

RE# 055099-0000

(Legal description to be provided)

EXHIBIT "A"

MAP SHOWING SKETCH & DESCRIPTION OF

LOT 3 (EXCEPT PART IN DEED BOOK 217, PAGE 054 AND PLAT BOOK 1 PAGE 110), LOTS 4, 5, 6, 7 AND LOT 8 (EXCEPT PART IN OFFICIAL RECORDS BOOK 869 PAGE 2085), AS SHOWN ON SMITHFIELD, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 282, TOGETHER WITH THE NORTH 1/2 OF LOT 185, LOT 186 PORTIONS OF LOTS 187, 188, 190 AND UN-PAVED STREET AS SHOWN ON W.A. WILDER'S SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 3, ALL OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, TOGETHER WITH A PORTION OF 1ST STREET WEST AND LEX STREET, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 1ST STREET WEST (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT OF WAY LINE OF DAVIS STREET (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED) THENCE SOUTH 00°13'11" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF DAVIS STREET, A DISTANCE OF 399.40 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN SAID DEED BOOK 217, PAGE 054, THENCE NORTH 86°10'05" WEST ALONG THE NORTHERLY LINE OF SAID DEED BOOK 217, PAGE 054 AND ALONG THE NORTHERLY LINE OF OWENS SUBDIVISION OF THE SARGENT TRACT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 110 OF SAID FORMER PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, A DISTANCE OF 204.78 FEET TO A POINT IN THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10587, PAGE 049 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THENCE NORTH 09°03'58" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 35.45 FEET THENCE NORTH 09°10'00" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 4.50 FEET, THENCE NORTH 04°30'47" EAST, CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95 (A VARIABLE WIDTH RIGHT OF WAY SECTION 72020-2480), A DISTANCE OF 102.59 FEET THENCE NORTH 07°18'41" WEST, A DISTANCE OF 63.98 FEET, THENCE NORTH 04°30'35" EAST A DISTANCE OF 83.07 FEET, THENCE NORTH 09°28'25" EAST, A DISTANCE OF 208.03 FEET, THENCE NORTH 09°24'22" WEST, A DISTANCE OF 9.17 FEET TO A POINT ON A CURVE, THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2108.98 FEET, AN ARC DISTANCE OF 130.13 FEET TO A POINT IN THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8609, PAGE 2083 OF SAID CURRENT PUBLIC RECORDS, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°21'19" EAST, 130.11 FEET THENCE SOUTH 04°03'27" WEST, ALONG SAID WESTERLY LINE OF LAST DESCRIBED LANDS, A DISTANCE OF 107.98 FEET, THENCE NORTH 89°10'11" EAST ALONG THE SOUTHERLY LINE OF LAST DESCRIBED LANDS, A DISTANCE OF 167.69 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID DAVIS STREET, THENCE SOUTH 04°30'11" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 55.77 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID 1ST STREET WEST, THENCE SOUTH 01°36'40" WEST, A DISTANCE OF 45.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 2.37 ACRES, MORE OR LESS

SCALE: 1" = 30'

DATED: 06/30/2021

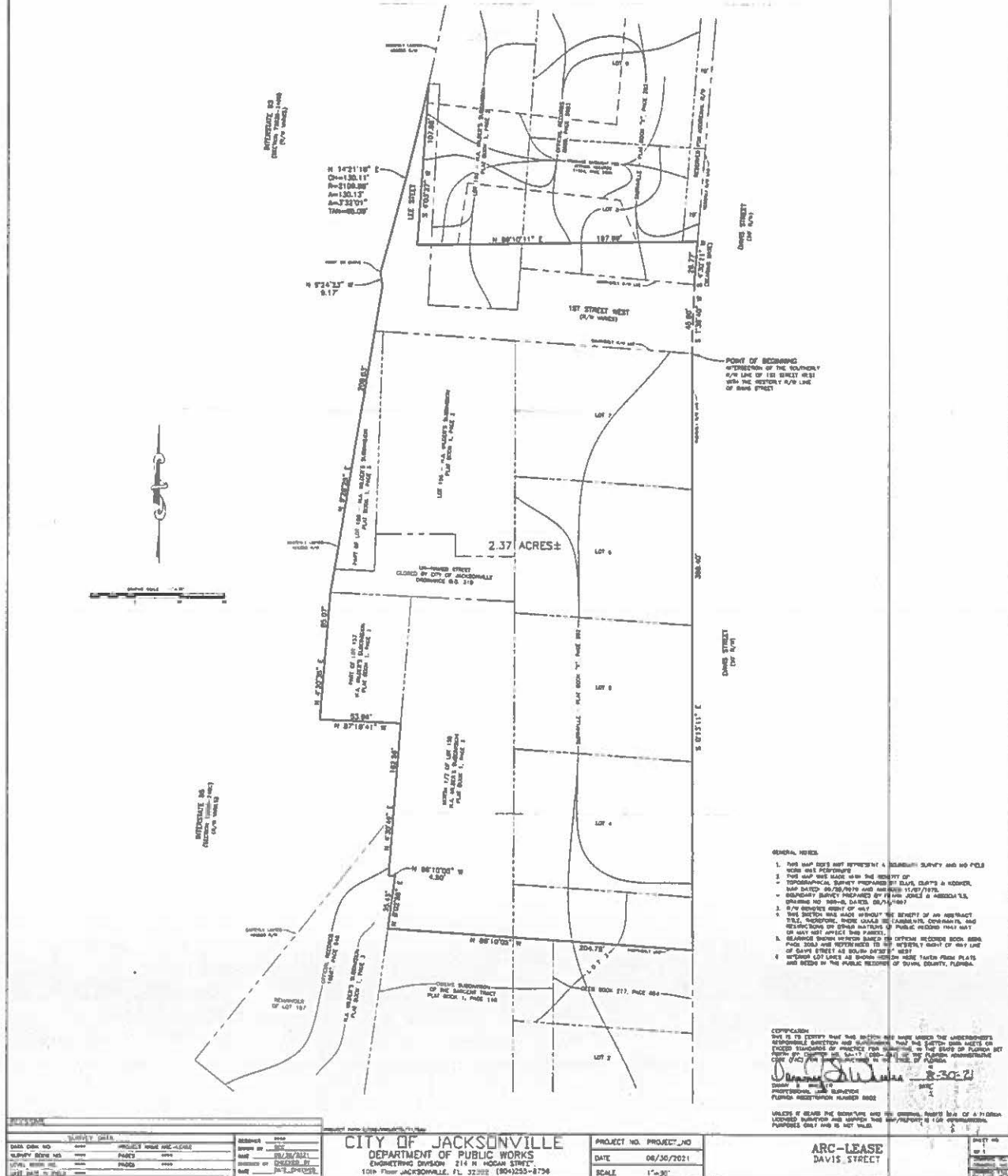


EXHIBIT "B"

Insurance Requirements

Without limiting its liability under this License, Licensee shall at all times during the term of this License procure prior to taking possession of the Facility, at its sole expense during the life of this License (and Licensee shall require its, contractors, subcontractors, laborers, materialmen and suppliers that perform work or provide services at the Facility to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Licensee (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products & Comp. Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage \$ 5,000 Medical Expenses
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000 Combined Single Limit
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

- A. **Certificates of Insurance.** Licensee shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured:** All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2011 and, if products and completed operations is required of contractors of Licensee, CG2037, Automobile Liability CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Licensee's Insurance Primary.** The insurance provided by the applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this License shall remain the sole and exclusive responsibility of the named insured Licensee.
- G. **Licensee's Insurance Additional Remedy.** Compliance with the insurance requirements of this License shall not limit the liability of the Licensee or its contractors, subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this License or otherwise.
- H. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by applicant shall relieve the Licensee of the Licensee's full responsibility to provide insurance as required under this License.
- I. **Notice.** The Licensee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Licensee, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Licensee under this License shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provision: Prior to executing this License, Licensee shall present this License and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Licensee.