

## **LICENSE AGREEMENT**

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**THIS LICENSE AGREEMENT (AGREEMENT)**, is executed on \_\_\_\_\_,  
by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the  
State of Florida, hereinafter referred to as "CITY,"

and

**BROWARD COUNTY**, a Florida political subdivision of the State  
of Florida, located at 950 NW 38<sup>th</sup> Street, Oakland Park, Florida  
33308, hereinafter referred to as "LICENSEE."

### **WITNESSETH:**

**WHEREAS**, LICENSEE wishes to use the designated area of Alsdorf Park Property as shown on Exhibit "A" hereto ("Property") as a staging area for its construction projects ("Projects"); and

**WHEREAS**, LICENSEE's proposed use of CITY's property for the Projects will not interfere with the rights enjoyed by the public, nor will such use result in a direct or indirect cost to the residents of CITY except with regard to any cost incurred by LICENSEE and indirectly borne by CITY residents.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and conditions hereinafter contained; the parties agree as follows:

#### **1. AUTHORIZATION AND DESCRIPTION OF PROPERTY.**

CITY grants to LICENSEE, and LICENSEE accepts from CITY, a non-exclusive license ("License") to occupy a portion of the property at 2974 NE 14 St. currently referred to as "Alsdorf Park," currently owned by the Florida Inland Navigation District (F.I.N.D.) but operated and maintained by the CITY, legally described as set forth in Exhibit "A," attached and made a part of this Agreement, for the use as a construction staging ground.

#### **2. TERM.**

A. The term of this Agreement shall be one (1) year or through completion of the Projects, whichever comes first. Should the CITY reasonably determine that a higher municipal use is required of subject Property, that the public's health, safety, or welfare is at risk, that the Projects substantially interferes with use of the park facility, or that it wishes to terminate this

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Agreement for any other reason, then LICENSEE shall be notified to immediately cease use of the Property. Notice shall be sent in writing, in accordance with Paragraph 12 hereof.

B. In the event CITY determines LICENSEE to be in full compliance with this Agreement then CITY, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year upon the written consent of both the CITY and the LICENSEE, and provided that CITY will provide notification within sixty (60) days of termination date of its intention.

### **3. USE OF PREMISES.**

A. LICENSEE and its subcontractors shall use and occupy the designated portion of the Property only for the temporary storage of materials, vehicles, equipment, and construction barge for the Projects, as depicted in Exhibit "A" attached hereto and incorporated herein.

B. LICENSEE specifically agrees that the Property shall not be used for any other purpose whatsoever without the CITY's written consent. LICENSEE shall not permit the licensed Property to be used or occupied in any manner that is inconsistent with the use granted or that violates any laws or regulations of a governing authority. LICENSEE shall at all times, with the exception of when work is being done as approved by CITY, keep and maintain Property in as good of a condition or better than existing at the start of this Agreement. LICENSEE shall provide at all times a delineated construction staging area (EXHIBIT "A") that includes boundary fencing, such that the fencing has a privacy dust screen throughout its perimeter, doors, locks, and signs identifying the area as a construction staging area. LICENSEE shall keep the gates around the construction staging area locked at all times when the construction staging area is not in use. LICENSEE shall comply with state and local codes and ordinances, securing permits as applicable. LICENSEE shall provide documentation (such as pictures, video, topographic surveys) to establish the conditions that existed on the Property prior to commencement of this Agreement. Any and all damage caused by LICENSEE to any Property elements, including, but not limited to pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, docks, ramps, located within the Property shall be restored or repaired by LICENSEE to a condition equal to or better than that existed prior to commencement of this Agreement. LICENSEE shall be responsible to ensure that there is no site contamination from any materials stored or used on site by LICENSEE and that any contamination that does occur due to LICENSEE's use of the Property shall be removed and remediated.

C. The proposed use of the Property may not interfere with use of the Property by the public for its intended purpose.

### **4. ASSIGNMENT.**

LICENSEE is not permitted to assign, transfer, convey, or otherwise dispose of this License to any other person or business entity without CITY's prior written consent. In the event of an attempt to assign, transfer, convey, or otherwise dispose of this License to any person or business entity not specifically a party to this Agreement and License, then this License shall be null and void and terminated without notice to LICENSEE.

**5. INDEMNIFICATION.**

A. LICENSEE, to the extent allowed under Florida Statute 768.28, and without waving LICENSEE's rights under said statute, shall indemnify, defend, and hold harmless the CITY and the Florida Inland Navigation District, and their officials, agents and employees from and against any and all claims, losses, suit actions, damages, liabilities, expenditures, or causes of action, including attorney's fees, of any kind arising from this Agreement. LICENSEE acknowledges and agrees that the CITY's authorization to occupy, and the benefit it receives from its use of the CITY's Property under this Agreement shall serve as consideration for such indemnification. LICENSEE is a political subdivision of the State of Florida and has sovereign immunity from certain claims under Florida law, including Section 768.28, Florida Statutes. If LICENSEE is required to indemnify CITY or the Florida Inland Navigation District under this Agreement, the limitations on tort liability under Section 768.28, Florida Statutes, shall be the applicable limitations for LICENSEE's indemnification obligations under this Agreement, regardless of the nature or basis of the claim(s) being indemnified.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party as provided for in Section 768.28, Florida Statutes. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

**6. INSURANCE REQUIREMENTS AND SELF-INSURANCE CERTIFICATE.**

LICENSEE maintains a self-insured and self-funded insurance program as a political subdivision of the State of Florida in accordance with Florida Statutes. CITY's Insurance Requirements and LICENSEE's self-insurance certificate are attached hereto and incorporated herein as Exhibit "B."

**7. TAXES.**

As further consideration of this Agreement, LICENSEE further agrees to pay any taxes of whatever nature which may validly be levied against the Property arising from LICENSEE's use of the Property or pursuant to this Agreement during the Term of this Agreement.

**8. AMENDMENTS.**

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

**9. SURRENDER UPON TERMINATION.**

A. LICENSEE shall peaceably surrender and restore the Property to its original condition or better within two weeks after receipt of CITY's written notice, as provided for in Section 12, that LICENSEE has failed to maintain the property to the CITY's satisfaction pursuant to Sections 1 and 3, or other reasons as provided for in Section 2A of this Agreement.

B. LICENSEE shall remove from the Property, at LICENSEE's own expense, any improvements, fixtures, equipment or other personal property arising from LICENSEE's use of the Property and, thereafter, the Property shall be considered surrendered, and this Agreement shall be deemed terminated. Upon completion of LICENSEE's removal, the condition of the Property shall be such that it is safe and not a hazard and in its original condition or better as determined by the CITY.

**10. NONWAIVER.**

Failure of the CITY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the Parties in writing.

**11. TERMINATION.**

This Agreement may be terminated by either party with reasonable cause for the reasons described in Section 2A at any time during the term, upon sixty (60) days written notice to the other of its desire to terminate this Agreement. It is expressly understood by the parties that LICENSEE is receiving from CITY a Revocable License that may be terminated by the CITY due to failure by the LICENSEE to maintain the Property, CITY's need to use the Property for a higher municipal purpose, LICENSEE's use of the Property poses a risk to the public's health, safety, or welfare as determined by CITY, or CITY's convenience. LICENSEE shall be solely responsible for any expenses incurred to remove its personal property including equipment, with no right to compensation of any kind from CITY. Where LICENSEE's use poses a risk to the public's health, safety, or welfare, the LICENSEE shall receive written notice to immediately cease and desist such use and shall promptly remove the improvement, or any property, as applicable, as determined by CITY, in the CITY's sole discretion.

**12. NOTICES.**

Any notice or demand under the terms of this Agreement or by any statute or ordinance that must be given or made by a party hereto shall be in writing and shall be given by certified mail to the other party at the address set forth below or to such other address as such party may from time to time designate by notice, except where otherwise provided.



Addresses of the parties are as follows:

**FOR CITY:** City Manager  
City of Pompano Beach  
Post Office Box 1300  
Pompano Beach, Florida 33061

**FOR LICENSEE:** Director of Parks and Recreation  
Broward County,  
Parks and Recreation Division  
950 NW 38<sup>th</sup> Street  
Oakland Park, Florida 33308

**13. MISCELLANEOUS PROVISION.**

It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that this is a License, and not a Lease; that the LICENSEE's right to occupy the Property is subordinate to CITY's (or any franchisee of CITY) use of the licensed Property, and should any relocation of any CITY owned utility be necessitated at any time in the future, then LICENSEE shall relocate its property, subject to approval of relocation plans by the CITY, if practicable, or LICENSEE shall terminate its use of the licensed Property at its own expense.

**14. LAWS AND ORDINANCES.**

LICENSEE shall observe all laws and ordinances of the city, county, state, and federal governing authorities directly relating to the Property's use.

**15. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

A. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise, but the LICENSEE and the CITY waive all rights to sue or collect from the other any damages other than direct damages and they expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages.

**16. NO THIRD-PARTY BENEFICIARIES.**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**17. NONDISCRIMINATION.**

LICENSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**18. CONTINUITY.**

This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns, provided that successors and assigns have been approved as per the terms of Paragraph 4, "Assignment," above.

**19. PUBLIC RECORDS.**

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LICENSEE does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost to CITY, 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 the contract, LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of the contract, 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 the information technology systems of CITY.

B. Failure of LICENSEE to provide the above described public records to CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

### **PUBLIC RECORDS CUSTODIAN**

**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

#### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **20. FORCE MAJEURE.**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.



**21. ENTIRE AGREEMENT AND INTERPRETATION.**

A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

B. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of one party, and therefore construed against either party.

C. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By:\_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

COUNTY

ATTEST:

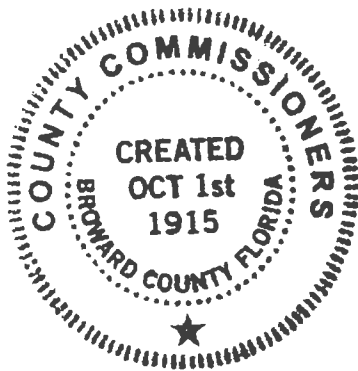
By: Dr. Kim Campbell  
for Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

Broward County, by and through  
its Board of County Commissioners

By: Bea Furr Digitally signed by Bea  
Furr  
Date: 2025.04.01  
12:31:25 -04'00'  
Mayor

1st day of April, 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600



By: Amanda Tolbert Digitally signed by AMANDA M  
TOLBERT  
Reason: approved as to form  
Date: 2025 03.12 15:09:47 -04'00'  
Amanda Tolbert (Date)  
Assistant County Attorney

By: René D. Harrod Digitally signed by René  
D. Harrod  
Date: 2025.03.12  
16:01:56 -04'00'  
René D. Harrod (Date)  
Chief Deputy County Attorney

EXHIBIT A



Proposed 80' x 140'  
Staging Area,  
Approximate  
Location

Legal Description: 30-48-43 S1/2 OF E3/4 OF SW1/4 OF SE1/4 LYING W OF CANAL R/W LESS  
S 500, SE1/4 OF NW1/4 OF SE1/4 LYING W OF CANAL R/W LESS S 50 FOR  
RD & SW1/4 OF NE1/4 OF SE1/4 LYING W OF CANAL R/W MSA NO 727-B

EXHIBIT B



Finance and Administrative Services Department  
**RISK MANAGEMENT DIVISION – Insurance & Contracts Section**  
115 S Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7859 • FAX 954-357-5456

November 25, 2024

Re: Certification of Self-Insurance  
January 1, 2025 – December 31, 2025

To Whom it may Concern:

Broward County / Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The Liability program, in effect since May 10<sup>th</sup>, 1977, operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of Sovereign Immunity. This is a fully funded self-insured and self-administered program.

The Workers Compensation program operates in compliance with and under the auspices of Florida Statute, Title 31 Labor / Chapter 440 Workers' Compensation. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess of loss coverage.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Chris Clouse".

Digitally signed by Christopher Clouse  
Date: 2024.11.25 11:48:09 -05'00'  
Adobe Acrobat version: 2024.001.20615

Christopher Clouse, CPCU, ARM, AAI  
Assistant Director, Acting  
Broward County Risk Management

Broward County Board of County Commissioners  
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine  
[www.broward.org](http://www.broward.org)