

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2025, by and between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (hereinafter “CRA”),

and

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida (hereinafter "CITY").

WITNESSETH:

WHEREAS, CRA is the owner of real property located at 1089 NW 6th Avenue, Pompano Beach, Florida (the “Premises”); and

WHEREAS, the CRA, following the direction of the CRA Board, developed a community garden on the Premises, later named the “Patricia Davis Community Garden” (“Garden”) to bring urban gardening to the Northwest District by growing seasonal and organic produce for sale and giveaway, and by providing community garden plots for residents of Pompano Beach to grow their own produce; and

WHEREAS, the Garden also provides educational and apprenticeship opportunities in gardening techniques, engineering and local community feed-related issues; and

WHEREAS, the CRA and City have partnered over the years to improve the physical environment to attract redevelopment, beautify public areas and create a safe environment where people want to invest, live, work and play; and

WHEREAS, the CRA and the CITY agree that the continued use of the Premises by city residents as a community garden serves a valid public purpose beneficial to community residents, and the CITY is willing to assume operation and management of the Garden.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in

this Agreement, it is agreed by the parties as follows:

1. The CITY agrees, either through staff or an outside contractor or a combination, to assume all operation and management of the Garden at its sole cost and at no cost to the CRA. In exchange, the CRA grants to the CITY full and complete use and access to the Premises without hinderance or disturbance to operate and maintain the Garden, including all occupants, operators or licensees permitted to use the Premises by the CRA.

2. **TERM.** The term of Agreement shall commence upon the date this Agreement is fully- executed by both parties (the “Effective Date”) and shall remain in effect unless otherwise terminated by either party as per Section 11 of this Agreement.

3. **USE OF PREMISES; AS-IS CONDITION.** CITY agrees the Property shall be used exclusively for a community garden and shall not be used for any other purpose without the written consent of CRA. CITY shall not permit the Premises to be used or occupied in any manner that is inconsistent with its use as a community garden. The CITY shall take good care of the Premises, suffer no waste or injury , and take no action which would interfere with the operations of a community garden.

Further, the CITY acknowledges and agrees that prior to the execution of this Agreement it has been allowed to perform all inspections and investigations concerning the Premises to its satisfaction. That, except as expressly provided in this Agreement, the CRA is not making and has not made any representations or warranties, express or implied, as to the Premises including, but not limited to, title, survey, physical condition, suitability or fitness for any particular purpose, value, financial prospects or condition, or the presence or absence of hazardous substances. The CITY acknowledges that it has relied solely on its own inspections and investigations of the Premises in its determination of whether to proceed. As a material part of the consideration of this Agreement, CITY agrees to accept the Premises in its “as is” and “where is” condition, without any representations or warranties other than those expressly stated in this Agreement.

4. **ASSIGNMENT.** CITY is not permitted to assign, transfer, convey, or otherwise

dispose of the Premises to any other person or corporation without CRA's prior written consent.

5. **CITY'S RESPONSIBILITIES OF CITY.** CITY agrees to maintain and operate the Garden at all times at its sole cost and expense, including, but not limited to, the provision of utilities and sanitary facilities. The City will install or cause all necessary utilities, whether owned publicly or privately, to be installed and will be responsible for payment of all utility connection fees. CRA will allow CITY credit for any existing connections on the Premises, and any other credits available. The CITY will be responsible for obtaining and paying the cost of all utilities including, but not limited to, water, sewer, electric, gas, telephone, cable, and internet, serving the Premises during the Term, together with any taxes, penalties, surcharges and any other charges pertaining to such utilities. CRA agrees that what constitutes reasonable maintenance and operations of the Garden shall be determined by the CITY at the CITY's sole discretion.

6. **CRA'S RESPONSIBILITIES.** CRA shall continue to allow the garden to operate in accordance with the terms of this Agreement.

7. **INDEMNIFICATION AND NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in § 768.28, Florida Statutes, nor shall anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in § 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law.

To the extent permitted by law, CRA and the CITY shall at all times, indemnify, hold harmless and defend one another, including each other's respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(s) to be performed, including costs, reasonable attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action and the investigation thereof.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. The provisions and obligations of this Section shall survive the expiration or earlier termination of this License.

8. **AMENDMENTS.** No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity.

9. **SURRENDER UPON TERMINATION.** CITY shall peaceably surrender the Premises and all related records and, at CITY's sole cost, restore the Garden to the condition it was in prior to the Effective Date of this Agreement.

10. **WAIVER.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, 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.** CITY may terminate this Agreement for convenience or cause at any time during the term on thirty (30) days prior written notice to CRA. CRA may terminate this Agreement for convenience or cause at any time during the term on thirty (30) days prior written notice to CITY.

12. **NOTICES.** Any notice or demand, which under the terms of this Agreement or by any statute or ordinance must be given or made by either party shall be in writing and provided by email, fax or certified mail to the other party as set forth below, or to such other address as such party may from time to time designate by notice.

Addresses of the parties are as follows:

FOR CITY: City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Greg.Harrison@copbfl.com
954-786-4601 office
954-786-4504 fax

With a copy to:

100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Kate.Belcher@copbfl.com
954-786-4310 office
954-786-4666 fax

FOR CRA: Executive Director
Pompano Beach CRA
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Greg.Harrison@copbfl.com
954-786-4601 office
954-786-4504 fax

13. **ENTIRE AGREEMENT; INTERPRETATION; SEVERABILITY.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and both parties agree there are no commitments, agreements, or understandings concerning any subject matter that are not contained in this Agreement. Accordingly, both parties agree that no deviation from this Agreement's terms shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and CRA and their respective counsel have had equal opportunity to contribute to and have contributed to its contents. This Agreement shall not be deemed the product of, and therefore construed against either party. It is further agreed that the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the parties' contractual intent. If any provision is determined to be invalid, it shall be considered deleted, and the remaining provisions shall not be invalidated.

14. **MISCELLANEOUS PROVISION.** It is expressly understood and agreed that no real or personal property is leased to CITY and that CITY is a licensee not a lessee.

15. **LAWS AND ORDINANCES.** CITY shall observe all local, state and federal laws, ordinances and other regulations directly relating to its use of the Premises.

16. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. CITY and CRA agree that the exclusive venue for any lawsuit arising from, related to, or in connection with the Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. 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.

17. **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 in this Agreement 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.

18. **NON-DISCRIMINATION.** Neither CITY nor CRA shall 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.

19. **CONTINUITY.** This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

20. **PUBLIC RECORDS.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to § 119.07, Florida Statutes, and any resultant award of

attorneys' fees of non-compliance with that law.

21. **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, pandemic or epidemic, 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").

**[REMAINDER OF PAGE INTENTIONALLY LEFT
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year written above.

“CITY”:

CITY OF POMPANO BEACH

Witnesses:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
Rex Hardin, Mayor

By: _____
Gregory P. Harrison, City Manager

Attest:

Kervin Alfred, City Clerk

(SEAL)

Approved As To Form:

Mark E. Berman, City Attorney

“CRA”:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Witnesses:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
Rex Hardin, Chairman

By: _____
Gregory P. Harrison, Executive Director

Attest:

Kervin Alfred, Secretary

Approved as to Form:

Claudia M. McKenna, CRA Attorney