

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

This Revocable License Agreement ("Agreement") is entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and the State of Florida Department of Transportation ("FDOT"), an agency of the State of Florida (collectively, the "Parties").

RECITALS

A. The County holds a 1/6 ownership interest and a leasehold interest in the property located in the city of Hollywood, as more fully described in Exhibit A ("Revocable License Area"); and

B. FDOT seeks and County is amenable to FDOT's nonexclusive access and use of the Revocable License Area for FDOT's use as a staging area for the construction of stormwater utility infrastructure on adjacent property ("Project").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Real Property and Real Estate Development Division, or designee.
- 1.3. **County Administrator** means the administrative head of County as appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County, as appointed by the Board.

SECTION 2. GRANT OF REVOCABLE LICENSE

- 2.1. County hereby grants to FDOT a revocable license for nonexclusive access and use of the Revocable License Area solely for the purposes of FDOT's use as a staging area for the construction of the Project and taking other actions as may be required by this Agreement.
- 2.2. Other than for the purposes identified in this Agreement, FDOT may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. FDOT may not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.
- 2.3. County shall have full and unrestricted access to the Revocable License Area at all times.

2.4. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to FDOT or any other party.

SECTION 3. FDOT'S OBLIGATIONS

3.1. FDOT shall construct the Project at its own expense. If FDOT takes any action or makes any omission that causes or results in alterations or damage to the Revocable License Area (or any materials on the Revocable License Area), FDOT shall, at its own expense, repair such damage and restore such property to its condition before the alterations or damage. If FDOT fails to make such repairs and or restoration within thirty (30) calendar days after County's request, County may make the repairs and or restoration, and then invoice the FDOT for the cost thereof. FDOT shall pay such invoice within thirty (30) calendar days after receipt.

3.2. FDOT shall provide the Contract Administrator with immediate verbal notice, followed by written notice (in the manner set forth in Section 5 of this Agreement), of any condition caused by FDOT on the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person. FDOT shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 5 of this Agreement), of any damage to the Revocable License Area or any injury to any person on the Revocable License Area.

SECTION 4. TERM AND TERMINATION

4.1. The term of this Agreement shall commence on December 1, 2024, and terminate on May 31, 2025 ("Initial Term"), unless otherwise extended or terminated pursuant to the terms of this Agreement. The term of this Agreement may be extended on the same terms and conditions in this Agreement at the request of FDOT and at the sole discretion of the County, acting through the Contract Administrator, for a period until the construction of the Project is completed but not to exceed six (6) months ("Extension"). FDOT shall request the Extension by sending a written request to the Contract Administrator at least thirty (30) days prior to the expiration of the Initial Term. Notice to FDOT only by electronic mail shall be effective and sufficient to exercise the Extension. FDOT shall provide County with construction timeline updates which shall evidence the completion date and anticipated completion date of the Project.

4.2. This Agreement may be terminated for cause by County if FDOT breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice FDOT for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice FDOT for the costs of correction, FDOT shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

4.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice

provided by County to FDOT, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to the FDOT of such termination.

4.5. Upon termination of this Agreement, FDOT shall peaceably surrender its use of the Revocable License Area.

4.6. County shall have no obligation to compensate FDOT for any loss resulting from or arising out of the termination of this Agreement.

4.7. Notice of termination shall be provided in accordance with the Section 5 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 5 of this Agreement.

SECTION 5. NOTICES

Whenever either party desires or is required to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this Section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this Section. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Real Property and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

FOR FDOT:

Brad Salisbury
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
Email: brad.salisbury@dot.state.fl.us

SECTION 6. RISK

6.1 Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party

in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

6.2. If FDOT contracts with a third party to construct the Project, FDOT shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend the Board of Trustees of the Internal Improvement Trust Fund (the "Board"), the County, and all of the Board and County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against the County or County's current, past, and future officers, agents, and employees, Contractor shall, upon written notice from County, defend each County related Indemnified Party.

6.3. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

SECTION 7. INSURANCE

7.1. Nothing herein is intended to serve as a waiver of sovereign immunity by County or FDOT. FDOT is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2. Within five (5) calendar days after request by County, FDOT must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If FDOT holds any excess liability coverage, FDOT must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3. If FDOT maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

7.4. The foregoing requirements shall apply to FDOT's self-insurance, if any.

SECTION 8. MISCELLANEOUS

8.1. Third Party Beneficiaries. Neither FDOT nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.2. Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by FDOT without the prior written consent of County, which consent may be withheld in County's sole discretion.

8.3. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

8.4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

8.5. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.

8.6. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

8.8. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this

Agreement shall 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 Parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, FDOT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.9. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

8.10. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and FDOT signing by and through its Director of Transportation Development, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Christina A. Price (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney


Revocable License Agreement with FDOT
1/23/2024
#1078871v3

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION


State of Florida Department of
Transportation, an agency of the State of
Florida

ATTEST:



Monifa Godfrey-Baker
Executive Secretary

BY:

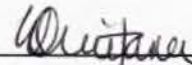


John P. Krane, P.E.
Director of Transportation Development

29 day of February, 2024.

APPROVED AS TO FORM:

By



Name: Elizabeth Quintana
Assistant General Counsel

EXHIBIT A

Revocable License Areas

