



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida (the "School Board") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The Revocable License Area, as set forth in Exhibit A ("Revocable License Area"), is a portion of the County-owned property known as CB Smith Park (Folio No. 514011020010).

B. The School Board has obtained, or is in the process of renewing, a surface water use permit from the South Florida Water Management District ("SFWMD") for irrigation purposes.

C. The School Board desires, and the County is amenable to granting, a limited, nonexclusive, revocable license to access and withdraw surface water from the Revocable License Area solely for irrigation purposes as authorized by and in compliance with the applicable SFWMD Permit.

D. The irrigation activities authorized under this Agreement benefit both the School Board and the County by supporting the maintenance of public educational facilities.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of the Real Property and Real Estate Development Division, or written designee.
- 1.3. **SFWMD Permit** means the water use permit issued by the South Florida Water Management District to the School Board for the withdrawal of surface water from the CB Smith Park onsite lake for irrigation purposes, including any renewals or replacements of such permit.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

- 2.1. County hereby grants to the School Board a nonexclusive, revocable license to access and use the Revocable License Area solely for the purpose of withdrawing surface water in accordance with the SFWMD Permit. The School Board shall not make any alterations, installations, or improvements within the Revocable License Area without the prior written consent of County.

2.2. Other than for the purposes identified in this Agreement, the School Board 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. The School Board may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, the School Board acknowledges and agrees that the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to the School Board.

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

ARTICLE 3. SCHOOL BOARD'S OBLIGATIONS

3.1. The School Board shall at all times comply with the terms of the SFWMD Permit and all applicable federal, state, and local laws, regulations, and ordinances.

3.2. The School Board shall ensure that its access and use of the Revocable License Area do not damage County property or interfere with County operations. If any damage occurs, the School Board shall promptly repair such damage at its sole expense. If the School Board fails to make such repairs or restoration within thirty (30) days after County's request, County may make the repairs or restoration and invoice the School Board for the costs thereof. The School Board shall pay such invoice within thirty (30) days after receipt.

3.3. The School Board shall be solely responsible for all costs associated with the irrigation operations, including permitting, compliance, and any required equipment, utility, or service arrangements.

3.4. Upon expiration or termination of this Agreement, the School Board shall cease all withdrawal of water from the Revocable License Area and, if applicable, remove any equipment or personal property within thirty (30) days restoring the Revocable License Area to its condition immediately prior to the commencement of the School Board's use, or such other condition as may be approved in writing by County, through its Contract Administrator.

ARTICLE 4. TERM AND TERMINATION

4.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

4.2. This Agreement may be terminated for cause by County if the School Board breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach.

4.3. This Agreement may also be terminated for convenience by the School Board or the County. The School Board may terminate this Agreement at any time upon thirty (30) days' written notice to County, provided that the School Board complies with the restoration and removal obligations set forth in Section 3.4. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to the School Board, which termination date shall not be less than thirty (30) days after the date of such written notice. The School Board acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to the School Board of such termination in accordance with this section.

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 School Board of such termination.

4.5. Upon termination, the School Board shall comply with the restoration and removal obligations set forth in Section 3.4.

4.6. Notice of termination shall be provided in accordance with Article 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 Article 5 of this Agreement.

ARTICLE 5. NOTICES

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

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

FOR SCHOOL BOARD:

School Board of Broward County Environmental Health & Safety
Attn: Director
4200 NW 10th Avenue
Oakland Park, Florida 33309
Email address: EHS-help@browardschools.com

ARTICLE 6. INDEMNIFICATION

6.1. County and the School Board are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.2. If the School Board contracts with a third party to perform any of the School Board's permitted activities under this Agreement, the School Board shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward 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 an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

6.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

7.1. Within five (5) days after request by County, the School Board must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If the School Board holds any excess liability coverage, the School Board 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.

7.2. If the School Board 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.

7.3. The foregoing requirements shall apply to the School Board's self-insurance, if any.

7.4. If the School Board contracts with one or more third parties to perform any of the School Board's permitted activities under this Agreement, the School Board shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). The School Board must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. The School Board shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, the School Board shall furnish evidence of all insurance required by this section.

7.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Independent Contractor. The School Board is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither the School Board nor its agents shall act as officers, employees, or agents of County. The School Board has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.2. Third-Party Beneficiaries. Neither the School Board nor County intends to primarily or directly 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.

8.3. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by the School Board without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

8.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.5. Compliance with Laws. The School Board shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.6. 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 part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

8.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," 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 of the 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.

8.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.10. 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 exclusive venue for any lawsuit 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 exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

8.13. 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.

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

(The remainder of this page is intentionally left blank.)

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 _____, 2026; and The School Board of Broward County, signing by and through its duly authorized representative.

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

day of _____, 2026

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

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

Revocable License Agreement – School Board
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**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY**

School Board

ATTEST:

The School Board of Broward County, Florida

Dr. Howard Hepburn,
Superintendent of Schools

By _____
Debra Hixon, Chair

(SEAL)

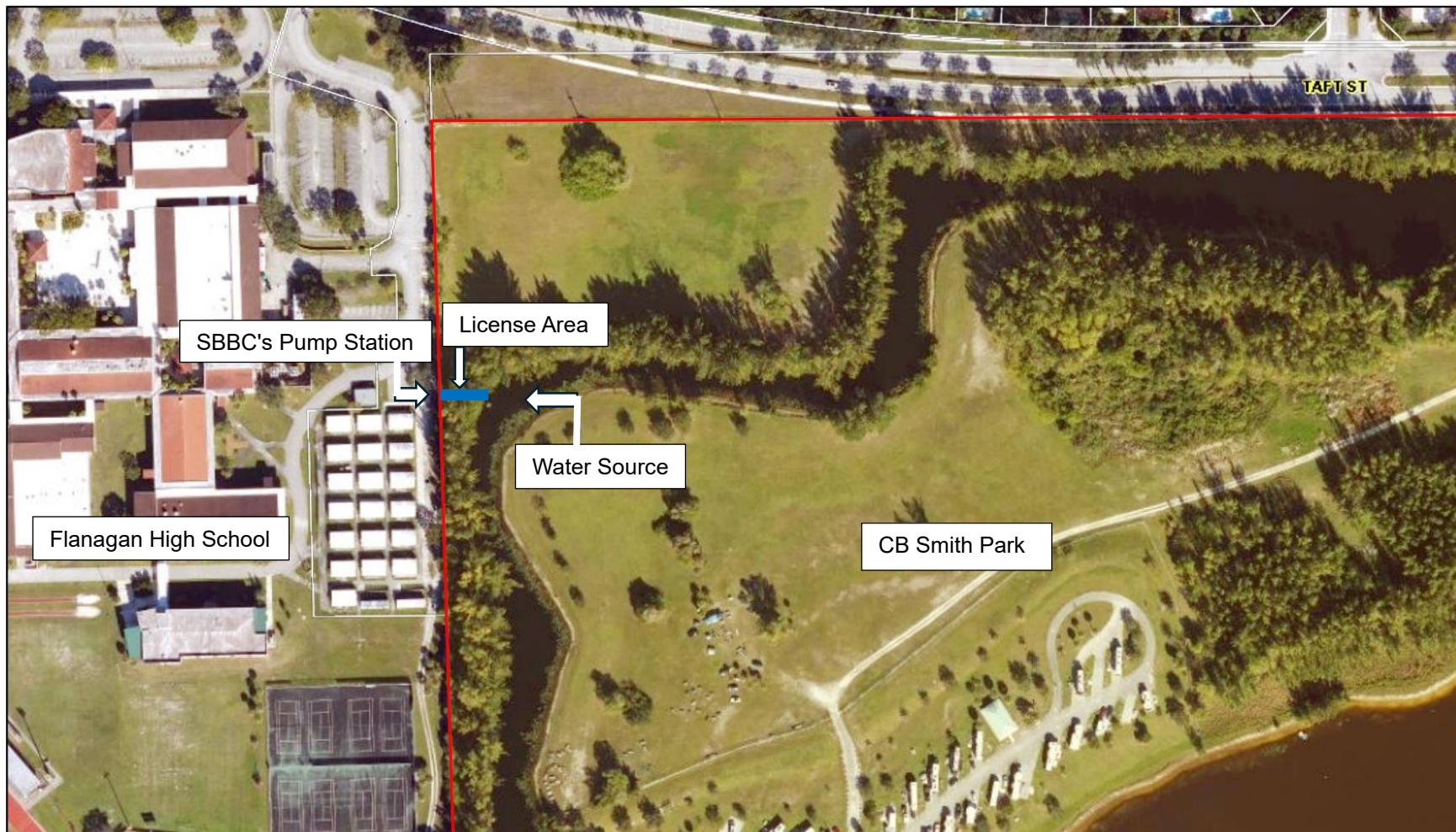
____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By _____
School Board Attorney

EXHIBIT A

Property ID: 514011020010



— Broward County Owned Park

— License Area- Underground piping to The School Board of Broward County's (SBBC's) pump station.