

FIRST AMENDMENT  
to  
REVOCABLE LICENSE AGREEMENT  
between  
BROWARD COUNTY  
and  
COLLIER CITY/POMPANO BEACH COMMUNITY DEVELOPMENT, INC.  
for  
THE LICENSING OF REAL PROPERTY LOCATED AT  
3100 North Powerline Road  
Pompano Beach, FL 33069

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This is a first amendment ("First Amendment") to the Revocable License Agreement (hereinafter defined) between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

COLLIER CITY/POMPANO BEACH COMMUNITY DEVELOPMENT, INC., a Florida not-for-profit corporation, hereinafter referred to as "COLLIER," collectively hereinafter referred to as "the Parties."

WHEREAS, the Parties entered into a revocable license agreement, dated June 8, 1999, wherein COLLIER licensed certain real property from COUNTY for use as an aquaculture and hydroponics project ("Revocable License Agreement"); and

WHEREAS, the Revocable License Agreement is set to expire on May 14, 2014; and

WHEREAS, the Parties desire to extend the term of the Revocable License Agreement for one (1) year through May 14, 2015; and

WHEREAS, as consideration for the one year extension, COLLIER agrees to abide by the goals and deadlines set forth in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, COLLIER understands that it is COUNTY's intent to terminate the Revocable License Agreement pursuant to the termination provision if COLLIER fails to abide by any of the goals and deadlines set forth in Exhibit "B", NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree to amend the Revocable License Agreement as follows:

1. The recitals set forth in the preamble to this First Amendment are true, accurate, and deemed as being incorporated herein by this reference as though set forth in full hereunder.
2. Article 2 of the Revocable License Agreement is hereby amended to read as follows:

2. TERM:

~~This is an annual Revocable License Agreement for a maximum term of fifteen (15) years effective May 15, 1999, and automatically renewable, without the necessity of further COUNTY approvals, each year upon 60 days' notice to the COUNTY of LICENSEE'S intention to renew. The term of this Revocable Agreement shall commence on May 15, 1999 and shall terminate on May 14, 2015, unless sooner terminated as per the terms of this Agreement. The COUNTY and/or County Administrator or LICENSEE may terminate this Revocable License Agreement at any time as indicated under Section 11 titled TERMINATION.~~

3. A new Article 30 of the Revocable License Agreement is hereby created to read as follows:

30. Additional Consideration

As additional consideration for entering into this First Amendment to extend the term of this Revocable License Agreement, COLLIER further agrees that it shall be required to timely perform such tasks and to timely submit to COUNTY acceptable reports, documents, and such other information as is required by Exhibit "B," attached hereto and made a part hereof.

4. In the event of any conflict or ambiguity between this First Amendment and the Revocable License Agreement, the Parties hereto hereby agree that this document shall control.

5. Except as modified herein, all terms and conditions contained within the Revocable License Agreement shall remain in full force and effect and are incorporated herein by this reference.
6. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Revocable License Agreement.
7. The Revocable License Agreement, as modified by this document, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in the Revocable License Agreement, as modified by this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
9. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.
10. The Revocable License Agreement, as amended, is hereby ratified and confirmed.
11. Multiple originals of this First Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
12. The effective date of this First Amendment to the Revocable License Agreement shall be on the date it is fully executed by both Parties.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Revocable License Agreement on the respective dates under each signature: 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 \_\_\_\_\_, \_\_\_\_\_ and COLLIER CITY/POMPANO BEACH COMMUNITY DEVELOPMENT, INC., signing by and through its authorized signatory, 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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance Requirements  
approved by Broward County  
Risk Management Division

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

By: Jacqueline A. Binns (dc)  
5/6/14 (Date)

By: CRC (dc)  
Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

**Risk Management Division**  
**Jacqueline A. Binns**  
**Risk Insurance and**  
**Contracts Manager**

APPROVED:

By: Noel M. Pfeffer 5/6/14 (Date)  
Deputy County Attorney

CRC:dmv  
05/01/14  
collier city rla am01  
14-089.29

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND COLLIER CITY/POMPANO BEACH COMMUNITY  
DEVELOPMENT, INC. FOR THE LICENSING OF REAL PROPERTY LOCATED AT  
3100 POWELINE ROAD, POMPANO BEACH, FLORIDA

LICENSEE

COLLIER CITY/POMPANO BEACH  
COMMUNITY DEVELOPMENT, INC.

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate Seal)

OR

By: Dorothy Jones

Title Director/Chairman

Print Name Dorothy Jones

WITNESSES

[Signature]  
Witness Signature 1

Deborah Anthony  
Print Name of Witness 1

[Signature]  
Witness Signature 2

Michael Adderley  
Print Name of Witness 2

Exhibit "B"

Collier City/Pompano Beach Community Development Corporation License Extension Checklist

COMMUNITY BENEFIT	DUE DATE	RECEIVED/ COMPLETED
Community Benefit Statement outlining proposed community benefit initiatives and activities for the proposed license extension period in accordance with the terms of the Revocable License Agreement.	November 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Documentation to support proposed community benefits initiatives such as memoranda of understanding /agreement, partnership agreements, etc.	February 15, 2015	YES <input type="checkbox"/> NO <input type="checkbox"/>
Quarterly Community Benefit Report documenting benefits derived from the Complex by the Collier City/Pompano Beach community during preceding quarter (Should include documentation of employment, initiatives and activities performed for the community's benefit).	Quarterly; First Report Due on August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>

BUSINESS PLANNING	DUE DATE	RECEIVED/ COMPLETED
2013 IRS Form 990	August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Quarterly Income Statement - (Sales – Expenses)	Quarterly; First Report Due on August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Current Complex Customer list and documentation of customer relationship (i.e.: invoices, purchase orders, etc.)	August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pro-forma financial statements for 2014 (Balance Sheet, Income Statement and Cash Flow)	November 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pro-forma financial statements for proposed license extension period (Balance Sheet, Income Statement and Cash Flow)	February 15, 2015	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pay outstanding Pompano Beach Alarm Incident Bills (and continue to pay future bills, if any, upon receipt)	Due upon commencement of license extension and upon receipt thereafter	YES <input type="checkbox"/> NO <input type="checkbox"/>
Provide updated Certificate of Insurance and proof of payment of premium in full	Due upon commencement of license extension and upon request thereafter	YES <input type="checkbox"/> NO <input type="checkbox"/>

CONTINUITY PLANNING	DUE DATE	RECEIVED/ COMPLETED
Collier City/{Pompano Beach Community Development Corporation Board Members List. Please provide information regarding the agencies represented and documentation relating to their participation with the Complex.	August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>
Detailed plan of organizational continuity and leadership succession plan. Please include specific plans regarding operational continuity and include information on potential organization leadership successors and succession process.	August 15, 2014	YES <input type="checkbox"/> NO <input type="checkbox"/>