

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE made and entered into this ____ day of _____, 201__, by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY," and the _____, [a municipal corporation organized and existing under the laws of the state of Florida] [Sheriff of Broward County, Florida, a constitutional officer of Broward County, Florida] [the School Board of Broward County], Florida, herein after referred to as the "LICENSEE," collectively referred to as the "Parties."

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. DESCRIPTION OF PREMISES:

COUNTY hereby grants to LICENSEE the right, license and privilege of using the COUNTY-owned properties described on Exhibit "A," attached hereto, which are driver training facilities, to wit: Copans Transit Depot located at 3201 West Copans Road, Pompano Beach, Florida, 33069, and Ravenswood Transit Depot located at 5440 Ravenswood Road, Dania Beach, FL. 33312, hereinafter referred to as "Licensed Premises."

2. TERM:

This is a Revocable License Agreement is effective on the date of proper execution by both Parties and shall expire two (2) years from that date unless terminated earlier as provided for herein. This Revocable License Agreement may be renewed upon the same terms for three (3) additional one-year periods (Renewal Terms) upon written approval of the COUNTY's Contract Administrator ninety (90) days prior to the expiration date of the then current term. This Revocable License Agreement may be terminated as indicated TERMINATION section below.

3. COMPENSATION:

The Parties acknowledge that the COUNTY has received good, valuable, and sufficient consideration from LICENSEE for the privileges granted herein.

4. USE OF LICENSED PREMISES:

LICENSEE shall use designated areas within the Licensed Premises only for the purpose of conducting law enforcement functional drills and exercises, including but not limited to, driver training, SWAT training with various buses and bomb threat responses. The Licensed Premises shall not be used for any other purpose whatsoever without written consent of COUNTY. LICENSEE covenants that it will not, without written consent of COUNTY, permit the Licensed Premises to be used or occupied by any person, firm, entity, or corporation other than LICENSEE and its invitees. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

LICENSEE shall contact the following representative of COUNTY, to request the desired location, at least thirty (30) days prior to date of the desired use of the Licensed Premises, in order to confirm the availability of said Licensed Premises:

Director of Maintenance
Copans Transit Depot
3201 West Copans Road
Pompano Beach, FL 33069
(954) 357-8324

Any use of the Licensed Premises by LICENSEE shall be subject to the availability of the Licensed Premises, as determined in the sole discretion of COUNTY. LICENSEE must receive written confirmation of the availability of the Licensed Premises prior to any use of the Licensed Premises. The written confirmation shall indicate, with specificity, the date and time that the Licensed Premises shall be available for LICENSEE's use.

5. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof without obtaining prior written consent of COUNTY. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All

alterations, adjustments, partitions, additions, or improvements shall, at the COUNTY's sole discretion, remain the exclusive property of COUNTY or be removed by LICENSEE, upon COUNTY's request. In the event that COUNTY requests removal, LICENSEE shall perform, at its sole cost, removal in a manner which shall return the Licensed Premises to the condition in which they were received. Any costs necessary to restore or prepare the Licensed Premises for return shall be the sole responsibility of LICENSEE. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition.

6. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises during any term of this Revocable License Agreement. Should LICENSEE attempt to assign this license, then the license shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

7. PERSONAL PROPERTY:

LICENSEE acknowledges that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE or invitee of LICENSEE as the case may be, and shall be placed upon the property at the risk of LICENSEE, or LICENSEE's invitees.

8. INSPECTIONS:

COUNTY or its agents, or any authorized employee of said agent, may enter upon said Licensed Premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the premises according to this Revocable License Agreement.

9. GOVERNMENT IMMUNITY:

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. LICENSEE is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

10. INSURANCE:

LICENSEE is an entity subject to Section 768.28, Florida Statutes, and LICENSEE shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

11. TERMINATION:

This Revocable License Agreement is merely a right to use, and grants no estate in the Licensed Premises. This Revocable License Agreement may be terminated, with or without cause, by a representative of either Party who is authorized to execute same on their behalf, at any time during the term hereof upon ten (10) days written notice. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement

12. MAINTENANCE, REPAIR, AND DAMAGE OF LICENSED PREMISES:

It shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein used by LICENSEE shall be borne by LICENSEE. LICENSEE shall be fully responsible for damage of any kind or nature to the Licensed Premises and COUNTY property located thereon caused by the use of the Licensed Premises by LICENSEE or invitees of LICENSEE. LICENSEE shall be fully responsible for any and all repairs or replacement deemed necessary by COUNTY to return the Licensed Premises and COUNTY property to the condition existing at the commencement of this Revocable License, normal wear and tear excluded. LICENSEE shall maintain the premises in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

LICENSEE shall give to COUNTY, or its agent, prompt written notice, in compliance with the NOTICES provision below, of any occurrence, incident, or accident occurring on or damage to the Licensed Premises.

13. 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.

14. 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 Revocable License Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Revocable License Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Revocable License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES:

Whenever either party desires 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, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to COUNTY shall be addressed to:

Director
Transit Division
1 North University Drive
Suite 3100A, Box 306
Plantation, Florida 33324

With a copy mailed to:

Property Director
Real Property Section
Public Works Department
Governmental Center, Room 326
Fort Lauderdale, FL 33301

Notice to the LICENSEE shall be addressed to:

16. INDEPENDENT CONTRACTOR

LICENSEE is an independent contractor under this Revocable License Agreement. Activities conducted by LICENSEE pursuant to this Revocable License Agreement shall be subject to the supervision of LICENSEE. In conducting such activities, neither LICENSEE nor its agents shall act as officers, employees, or agents of COUNTY. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Revocable License Agreement.

17. ASSIGNMENT AND PERFORMANCE

Neither this Revocable License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

18. THIRD PARTY BENEFICIARIES

Neither Party intends to directly or substantially benefit a third party by this License. Therefore, the Parties acknowledge that there are no third party beneficiaries to this License and that no third party shall be entitled to assert a right or claim against either of them based upon this License.

19. COMPLIANCE WITH LAWS

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Revocable License Agreement.

20. SEVERANCE

In the event this Revocable License Agreement or a portion of this Revocable License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Revocable License Agreement. The election to terminate this Revocable License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

21. JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Revocable License Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

22. PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

23. INCORPORATION BY REFERENCE

The attached Exhibit "A" is incorporated into and made a part of this Agreement.

24. REPRESENTATION OF AUTHORITY

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

25. MULTIPLE ORIGINALS

This Revocable License Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Revocable License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 201_, and _____, signing by and through _____ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
Its County Administrator

By _____
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

_____ day of _____, 20____.

Insurance requirements
approved by Broward County
Risk Management Division

By _____

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

By _____
Angela J. Wallace (Date)
Deputy County Attorney

AJW:wp
01/23/17
2017 Revocable License FORM

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND

LICENSEE

WITNESSES:

Signature

Print name

Signature

Print name

By
(Name) _____
(Title) _____

_____ day of _____, 201__

Approved as to form and legal sufficiency
Subject to execution by the parties:

By _____
(Name)
(Title)

_____ day of _____, 201__

EXHIBIT A

Legal description for Copans Transit Depot, 3201 West Copans Road, Pompano Beach, FL 33069:

A parcel of land located in Section 21, Township 48 South, Range 42 East, adjacent to Parcel "D", Broward County Plat No. 1, according to the plat thereof, as recorded in Plat Book 107 at Page 47 of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the Northwest corner of said Parcel "D"; thence South $00^{\circ} 29' 19''$ West, along a West line of said Parcel "D", 325.27 feet; thence North $89^{\circ} 57' 54''$ West, along a North line of said Parcel "D", 540.13 feet to the Easterly right-of-way line of the Sunshine State Parkway (said point being on the arc of a non-tangent curve, radial line through said point bears North $79^{\circ} 25' 19''$ East); thence Northerly along said curve, being concave to the East, having a radius of 7489.44 feet, a delta of $02^{\circ} 31' 24''$, an arc distance of 329.84 feet; thence South $89^{\circ} 56' 54''$ East, 596.29 feet to the POINT OF BEGINNING; said lands lying and situate in Broward County, Florida and containing 4.253 acres, more or less.

Legal description for Ravenswood Transit Depot, 3201 West Copans Road, Pompano Beach, FL 33069:

Lots 1 through 12, Block 8; Lots 1 through 24, Block 1; Lots 1 Through 5 and 16 Through 20, Block 2; and Lots 1 through 5 and 14 through 17, Block 7; together with that portion of Warfield Avenue lying adjacent thereto; that portion of Second Street lying adjacent thereto; And that portion of Ridge Avenue lying adjacent thereto, all in Unit No. 1 Highland Park as recorded in Plat Book 12, Page 12 of the public records of Broward County, Florida.