

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made this ___ day of _____, 2017, by and between the City of Tamarac ("City") and Broward County ("County"), a political subdivision of the State of Florida. The City and the County are collectively referred to as the "Parties."

1. DESCRIPTION OF THE PREMISES

City hereby grants to County the right, license, and privilege of occupying and maintaining certain City-owned premises and improvements located at 7525 NW 88th Ave., Tamarac, FL 33321, specifically the 16x10 office located at the entrance to City Hall, next to Commission Chambers (hereinafter referred to as the "Premises" or "Property"), subject to the terms and conditions set forth in this Agreement.

2. COMPENSATION

No payment shall be made by the County for the privileges granted herein. No security deposit is required.

3. TERM

This Agreement shall terminate at 5:00 p.m. on September 30, 2018, unless terminated prior thereto as provided for below, and shall be renewable thereafter upon mutual consent of the Parties. The County hereby authorizes the County Administrator to enter into such renewal(s) provided there are no changes to the substantive terms of the License.

4. USE OF PREMISES

County shall use and occupy the Premises only for office use in connection with official business of County Commissioner Michael Udine, as a Member of the Board of County Commissioners, and the Premises shall not be used for any other purpose whatsoever without the written consent of the City. County covenants that it will not, without written consent of the City, permit the Premises to be used or occupied by any other person, firm, entity, or corporation other than the County and its agents. County further covenants that no nuisance or hazardous trade or occupation 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. County shall not permit the licensed Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.

5. ASSIGNMENT

County shall have no authority to assign any portion of the Premises during the Term of this Agreement. Should County attempt to assign this license, then the license shall be terminated forthwith without prior notice to County.

6. DAMAGE TO PREMISES

County agrees that all personal property, inventory, or stock placed on the Premises shall remain the property of County, and shall be placed on the Premises at the risk of County. County shall give the City prompt written notice of any occurrence, loss, incident, or accident occurring on the licensed Premises.

7. INSPECTIONS

City, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if County is properly maintaining the Premises according to this Agreement. Advance notice of such examination shall be provided except where City is reasonably concerned that emergency conditions may exist.

8. INDEMNIFICATION

To the extent permitted by law, County shall indemnify and save harmless and defend the City, its trustees, elected and appointed officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any error, omission, or negligent act of County, its agents, servants, or employees in the use of the Premises, for all costs, losses, and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' fees.

9. INSURANCE

County shall provide, pay for, and maintain in force, at all times during the term of this Agreement, the kinds and types of insurance as are required by Broward County Board of County Commissioners, if any.

10. MAINTENANCE OF LICENSED PREMISES AND UTILITIES

City agrees to provide janitorial services and electricity to the Premises at no additional cost. The County agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

Upon the conclusion of the term, or upon termination of this Agreement, County agrees to peaceably surrender and deliver the premises to the City in substantially the same condition as it was delivered to County at the beginning of this Agreement, ordinary wear and tear excluded. Furthermore, County agrees to remove from the Premises, at its expense, any personal property or inventory placed therein. Upon completion of removal, the condition of the Premises shall be safe and not a hazard.

13. WAIVER

Failure of the City to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, 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.

14. TERMINATION

This Agreement may be terminated by either party during the term hereof upon ninety (90) calendar days written notice to the other of its desire to terminate this Agreement.

15. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the County is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The County shall retain sole and absolute discretion in the judgment of the manner and means of carrying out County's activities and responsibilities hereunder. The County agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the County and the City will not be liable for any obligation incurred by County, including but not limited to unpaid minimum wages and/or overtime premiums.

16. NOTICES

Whenever either party desires to give notice to the other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery, or facsimile transmission, with receipt of delivery, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be

deemed to have been given upon receipt. For the present, the LICENSEE and the CITY designate the following as the respective places for giving of notice:

CITY: Michael Cernech, City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321
Telephone No. (954) 597-3510
Facsimile No. (954) 597-3520

Copy To: Samuel S. Goren, City Attorney
Josias, Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

LICENSEE: Commissioner Michael Udine
Broward County Board of County Commissioners
115 S. Andrews Ave., Room 421
Fort Lauderdale, FL 33301

Copy to: County Attorney
Office of the County Attorney
115 S. Andrews Ave., Room 423
Fort Lauderdale, FL 33301

17. BINDING AUTHORITY

Each person signing this Agreement individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18. LAWS AND ORDINANCES

County shall observe all laws and ordinances of the City, county, state, federal, or other public agencies directly relating to the operations being conducted on the Premises.

19. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

21. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the County regarding the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral, regarding such subject matter.

[Remainder of page intentionally blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF TAMARAC, FLORIDA

ATTEST:

By: _____
Harry Dressler, Mayor

Pat Teufel, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this ____ day of _____ 2017, before me personally appeared Harry Dressler, Mayor of the City of Tamarac, to me personally known to be the individual who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein, express on behalf of City of Tamarac is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Print Name:
Commission No. _____

Commission Expires:

Broward County, Florida, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of September _____, 2017.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its County Administrator

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Bertha Henry, County Administrator

____ day of September, 2017

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 _____
Signature (Date)

By _____
Rocio Blanco Garcia (Date)
Assistant County Attorney

Print Name and Title above