

WALK-ON FEB 4, 2014  
PROVIDED BY CITY ATTORNEY

## LICENSE AGREEMENT FOR THE USE OF OLD FTL HR BUILDING

THIS LICENSE AGREEMENT (this "License") made and entered into as of the 14<sup>th</sup> day of January 2014 by and between Commander, Naval Special Warfare Development Group (NSWDG), acting as a representative for the United States Government (the "LICENSEE"), and City of Ft Lauderdale ("LICENSOR").

1. The United States Government desires to use the old FTL HR Building, 201 North Andrews Avenue, Ft Lauderdale, FL 33301 ("the properties") owned and operated by the LICENSOR for the purpose of conducting military training for personnel attached to NSWDG. LICENSEE agrees that the proposed training will not adversely impact the LICENSOR's operational schedule.

2. LICENSOR agrees to make the properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants NSWDG personnel use of the properties for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the properties is conditioned on the parties agreement on particular training dates at least a week in advance of the training.

3. LICENSOR makes no representations that the properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the properties at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the properties for the proposed training.

4. LICENSOR agrees to use commercially reasonable efforts to ensure that no other person (besides necessary ground personnel and designated LICENSOR personnel) enters the properties without prior permission of the LICENSOR and the LICENSEE or their designated representatives during the training.

5. LICENSOR is informed that the training may include military operations in urban terrain; Simmunition; Internal explosive, mechanical, manual breaching; Flash Bangs; Low altitude helicopter operations to include hover, landing and roof-top fast-rope insertion.

6. The LICENSOR grants consent to the LICENSEE to collect overhead imagery and remote sensing data in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations.

7. LICENSOR agrees to inform LICENSEE in writing of any damage to the properties promptly after it is known to LICENSOR. LICENSEE reserves the right to make repairs, or to pay the Fair Market Value of those repairs to LICENSOR to restore the properties to the condition which existed at the start of the licensed use. The LICENSOR has the right to file a claim with the United States Navy pursuant to the

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Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA).

8. LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the United States Navy pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680).
9. In no case will the United States Government liability exceed that allowable under the FTCA or MCA.
10. LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE properties that occurred during the training as a result of LICENSEE's training activities or for injuries to LICENSEE's personnel.
11. LICENSEE agrees that all training at or on the properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR's operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR's operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR's notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR's concurrence with the material variances prior to engaging in these activities.
12. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect from 1 March 2014 to 31 March 2015.

FOR CITY OF FT LAUDERDALE

FOR COMMANDER, NAVAL  
SPECIAL WARFARE DEVELOPMENT  
GROUP

\_\_\_\_\_  
**Lee Feldman**  
City Manager

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**Carlos E. Sandoval**  
NSWDG Urban Training Coordinator

Date:

Date:

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