

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CITY OF  
FORT LAUDERDALE, AND ADVANCED ROOFING, INC., FOR ACCESS AND USE  
OF COUNTY PROPERTY LOCATED AT 1801 NW 64TH STREET**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), City of Fort Lauderdale, a municipal corporation of the State of Florida, whose address is 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301 ("City"), and Advanced Roofing, Inc., a Florida corporation, whose address is 1950 NW 22nd Street, Fort Lauderdale, Florida 33311 ("ARI" or "Licensee"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The County, the City, and the Licensee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

A. The City is the owner of the Land, as defined in Section 1.1 of this Agreement, located at 1801 NW 64th Street, Fort Lauderdale, Florida 33301.

B. The City and the County entered into a Consent to Assignment of Lease Agreement dated March 9, 2004, whereby the County assumed the Consolidated Lease Agreement, dated December 28, 1993, for the Land (the "Lease Agreement").

C. Pursuant to Section 13 of the Lease Agreement, the County must obtain the written approval of the City prior to constructing improvements on the Land.

D. The County and ARI entered into that certain Solar Energy Services Agreement dated as of the date hereof ("Solar Contract") under which ARI is designing and installing solar energy systems on several properties owned or leased by the County.

E. As a result of the Solar Contract, the Licensee requires a license from the County to access and use a portion of the County Property, as defined in Section 1.1 of this Agreement, for the purpose of constructing, installing, maintaining, operating, inspecting, and repairing a 161.07 kW solar energy system ("System") to generate, measure, and transmit solar power at the County Property.

F. In accordance with Section 3.7 of the Solar Contract, the County is willing to grant the Licensee a license to access and use the Licensed Premises (as defined in Section 1.2 below) pursuant to the terms and conditions of this Agreement and the Solar Contract.

G. In accordance with the Lease Agreement, the City is willing to approve the installation of the System on County Property pursuant to the terms and conditions of this Agreement and the Lease Agreement.

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

## **AGREEMENT**

### **1. Description of Property.**

1.1. Land and County Property. The City is the owner of that certain real property identified as folio number 4942-09-01-0610, as more particularly described in the **Exhibit A** attached to and made a part of this Agreement. The Land is leased to the County pursuant to the Lease Agreement, and the County is the owner of certain improvements on the Land, as more particularly described in the **Exhibit B** attached to and made a part of this Agreement ("County Property").

1.2. Licensed Premises. The County hereby grants to the Licensee an exclusive and revocable license to access and use a portion of the County Property ("Licensed Premises"), in accordance with the terms of this Agreement. The Licensed Premises is more particularly described in the **Exhibit C** attached to and made a part of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue as long as the Licensee is providing solar energy services to the County Property pursuant to the Solar Contract ("Term").

3. Taxes. If any sales and use taxes, fines, and assessments are levied under this Agreement and are related to the Licensee's use of the Licensed Premises ("Taxes"), the Licensee shall directly pay such Taxes to the applicable taxing authority.

### **4. Use of the Licensed Premises.**

4.1. The Licensee and its Affiliates (as defined below), employees, and agents ("Licensee's Representatives") shall have supervised use and access of the Licensed Premises, as described in Section 6, only to construct, install, maintain, inspect, remove, and operate, at Licensee's sole option and cost, solar power generating panels, inverters, and any additional equipment necessary to generate and transmit solar power for the System, including, but not limited to, cables, electrical wiring, wire management systems, electric meters, power distribution boxes, connecting hardware ("Licensee's Equipment"). The Licensed Premises shall not be used by the Licensee for any other purpose whatsoever without the prior written consent of the County. The term "Affiliates" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

#### 4.2. Approved Plans.

4.2.1. The Licensee shall, within sixty (60) calendar days after the Effective Date, provide to the County the drawings, plans, and/or specifications reasonably detailing the location and size of the Licensee's Equipment ("Plans"). The Licensee shall submit these Plans substantially in accordance with the general schematics attached to this Agreement as **Exhibit D** (the "General Schematics"), along with any other information requested by the Contract Administrator (as defined in Section 35).

4.2.2. The Contract Administrator shall, within thirty (30) calendar days after receiving the Plans, give the Licensee written notice as to whether the County approves such Plans (which approval will be given in the County's sole discretion) or whether the County requires additional information. If the County disapproves of the Plans or requires additional information, the written notice shall specify the reasons for the County's disapproval ("Disapproval Notice") or the County's request of additional information ("Request for Information"). The Licensee shall revise the Plans in accordance with the Disapproval Notice or the Request for Information, as applicable, and shall submit new Plans to the County within ten (10) business days after receiving the Disapproval Notice or the Request for Information. The Licensee and the County shall repeat the procedures set forth in this Section 4.2.2 until the County approves the Plans.

4.2.3. City Approval of Plans. Not later than fifteen (15) calendar days after the County approves the Plans, the Licensee and the County shall jointly submit the Plans to the City for approval in accordance with the requirements specified in the Corrected Declaration of Deed Restrictions and Protective Covenants, dated November 17, 1966, and more specifically referred to in Section 3 of the Lease Agreement. Upon the City's approval of the Plans, the City shall provide written approval of such ("Approved Plans").

4.2.4. The Licensee may not perform any work on the Licensed Premises until the Plans for such work become Approved Plans. Before the Installation (as defined in Section 4.4.1), the Licensee may make necessary alterations or additions to the Approved Plans with the Contract Administrator's and City's prior written approval, which approval shall not be unreasonably withheld. When such alterations or additions are approved by the Contract Administrator and the City, they shall become a part of the Approved Plans.

#### 4.3. Installation.

4.3.1. The Licensee and the Licensee's Representatives shall, at the Licensee's sole cost and expense, install the Licensee's Equipment at the

Licensed Premises in accordance with the Approved Plans ("Installation"), provided that the Licensee shall use diligent and commercially reasonable efforts to:

- (a) perform such Installation in a safe manner, consistent with generally accepted construction standards; and
- (b) perform such Installation and work in such a way as to reasonably minimize interference with the operation of the County Property; and
- (c) apply for and obtain all necessary federal, state, and municipal permits, licenses, and approvals for the Installation and for the performance of the Licensee's obligations under this Agreement and the Solar Contract (the "Permits").

4.3.2. The Licensee shall schedule the dates and times necessary for the Installation with the Contract Administrator. The Licensee shall not begin the Installation before the Licensee obtains all of the Permits. After the Licensee obtains all Permits, the Licensee shall execute the "Project Identification & Description Form" described in Section 3.1 of the Solar Contract and shall immediately commence the Installation. The Licensee shall complete the Installation within a commercially reasonable timeframe, but no longer than one hundred twenty (120) calendar days after the date of execution of the Project Identification & Description Form.

4.3.3. During the Installation, the County will provide the Licensee with certain space on the County Property, as more particularly described in **Exhibit E** attached to and made a part of this Agreement, to store and secure the Licensee's Equipment and all materials needed for the Installation ("Staging Location"). The Licensee may use the Staging Location at its own risk; the County shall not be liable for any damage, theft, misappropriation, or loss thereof, except as provided in Section 5.2. The Licensee will be solely responsible for securing the Licensee's Equipment at the Staging Location; provided, however, that the Licensee will obtain the Contract Administrator's prior written consent for all security measures that it intends to use to secure the Licensee's Equipment at the Staging Location. Notwithstanding the above, the County may, in its sole discretion, designate alternative space on the County Property as the Staging Location if such relocation is reasonably necessary for the County's operations on, access to, or use of the County Property.

4.3.4. The Licensee shall, at its sole cost and expense, place signage on the County Property to provide notice or warning of the Licensee's Equipment, as required by all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. The Approved Plans must

describe the location, size, and content of the signage mentioned in this Section 4.4.4.

#### 4.4. Post-Installation.

4.4.1. After the Installation is substantially completed in accordance with the Solar Contract and the Approved Plans, the Parties must follow the procedures described in Section 3.3 of the Solar Contract pertaining to the County's acceptance of the Licensee's Equipment. If a Party requires changes to the Licensee's Equipment following the County's acceptance thereof, such Party shall comply with Section 9 of the Solar Contract.

4.4.2. The County may require the Licensee to temporarily remove the Licensee's Equipment from the Licensed Premises if such removal is reasonably necessary for the County to maintain or repair the County Property. The costs for such removal and reinstallation of the Licensee's Equipment shall be the responsibility of the County. Notwithstanding the foregoing provisions, the Parties acknowledge that (i) the Licensee has provided the County with an estimate of One Hundred Nine Thousand and 00/100 Dollars (\$109,000.00) for any and all costs to remove and reinstall the Licensee's Equipment due to the reroofing of the County Property, which is scheduled to occur after the Installation; and (ii) that such removal and reinstallation costs will be finalized and addressed at the time that County places a bid for the reroofing of the County Property.

4.5. Suspension of License. The County may suspend the Licensee's access and use of the Licensed Premises in accordance with Section 2.3 of the Solar Contract.

4.6. Alternate Site. If, pursuant to this Agreement and the Solar Contract, the Licensee's access and use of the Licensed Premises is permanently discontinued or if the System can no longer be located at the County Property, the County will, to the extent possible, provide the Licensee with access and use to another property owned by the County for the placement of the System.

4.7. Access or Use by Others. The Licensee agrees that it will not, without the Contract Administrator's prior written consent, permit the County Property to be used or accessed by any person, firm, entity, or corporation other than the Licensee and Licensee's Representatives. In the event that the Licensee needs to subcontract any portion of the work or services contemplated by this Agreement, the Licensee shall comply with all of the terms and conditions of the Solar Contract, including the procedures outlined in Section 3.14 of the Solar Contract. Notwithstanding the preceding sentence, a subcontract shall not relieve the Licensee of any of its obligations under this Agreement.

#### 4.8. Hazardous Substances.

4.8.1. As of the Effective Date, neither the County, nor to the best of the County's knowledge, any third party, has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under, or about the Licensed Premises during the time in which County has owned the Licensed Premises. The County covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Licensed Premises (other than the small amounts of ordinary cleaning and office supplies customarily used in business offices) during the Term of this Agreement. The County shall be liable for any contamination that it causes during the Agreement or that predates the Effective Date of this Agreement.

4.8.2. The Licensee agrees that the Licensee and Licensee's Representatives shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the County Property; (ii) take any action, or keep anything in or about the County Property that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the County Property; and (iv) use or occupy the County Property in any manner that will violate any applicable laws.

#### 5. Licensee's Equipment on the Licensed Premises.

5.1. The Licensee's Equipment shall belong to the Licensee and shall be installed, maintained, and operated on the Licensed Premises at the Licensee's sole risk and obligation. The Licensee shall perform the Installation and shall operate, monitor, and maintain the Licensee's Equipment in accordance with all of the terms and conditions of the Solar Contract.

5.2. Neither the County nor the City shall be liable for any damage to the Licensee's Equipment, or any theft, misappropriation, or loss thereof, except in the event of the negligence or willful misconduct of the County or City. Nothing herein shall be deemed, construed, or asserted as the County or City waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

5.3. Upon the termination of this Agreement, the Licensee shall, at its sole cost and expense, remove the Licensee's Equipment (other than any Licensee's Equipment which are underground conduit or vaults) and the Licensee's other personal property from the Licensed Premises, and restore the Licensed Premises to its original condition, ordinary wear and tear excepted. Any Licensee's Equipment not removed from the Licensed Premises within one hundred eighty (180) calendar days after the termination of this Agreement shall be deemed the property of the County without further liability to the Licensee. Notwithstanding, the Licensee's Equipment shall not be removed from the Licensed Premises if the

County elects to exercise its right to purchase the Licensee's Equipment in accordance with the Solar Contract or if the transfer of ownership in the Licensee's Equipment to the County occurs for any reason.

6. **Security and Access.**

6.1. **Hours of Access.**

6.1.1. The Licensee and the Licensee's Representatives shall have supervised access to the Licensed Premises during normal business hours (as defined below), and at all times during an emergency (as defined below), for the purposes allowed under the terms and conditions of this Agreement. The term "normal business hours" shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M., except for any day that is a legal holiday recognized by the government offices of Broward County, Florida. As used herein, the term "legal holiday" shall include, but shall not be limited to, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

6.1.2. In the event of an emergency requiring immediate access outside of normal business hours, the Licensee shall access the Licensed Premises by contacting the Facilities Management Division's Work Control Center at 954-357-6600. The term "emergency" shall mean a situation in which the Licensee's Equipment poses an immediate threat to (i) the health and safety of any occupant or visitor to the County Property; or (ii) the structural integrity of the County Property.

6.1.3. The Licensee and the Licensee's Representatives may also be granted reasonable access after normal business hours if the Licensee submits its reasonable request in advance and in writing.

6.2. The Licensee will reasonably cooperate with the County and provide information that the County may request to determine appropriate security and network access restrictions, and to verify the Licensee's compliance with the County's security standards. The Licensee shall comply, at all times, with all applicable County access and security standards, rules, regulations, procedures, guidelines, and restrictions for the County Property (including, cooperating with the County to conduct security background checks on the Licensee, the Licensee's Representatives, and/or the subcontractors of the Licensee), and any other requirements for which the County provides written notice to the Licensee. In accordance with Section 3.7 of the Solar Contract, the Licensee and the Licensee's Representatives shall sign in at the County Property's security desk to receive a badge and to be escorted by the County Property's building manager, technology staff, or other designated personnel during the length of any access of the Licensed Premises.

6.3. The Licensee shall notify the County, in compliance with Section 20 of this Agreement, of any terminations/separations of the lead project manager or any other core personnel who had access to the Licensed Premises or who were performing services under this Agreement. The Licensee shall provide this notice within one (1) calendar days from the date that the Licensee receives notification of such termination/separation.

6.4. Notwithstanding anything to contrary herein, the County may refuse access to, or require replacement of, any personnel of the Licensee for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or noncompliance with the County's security or other requirements.

## **7. Assignment or Transfer.**

7.1. Except as provided in the Solar Contract, the Licensee shall not assign this Agreement or any right or obligation hereunder to a third party without the County's prior written approval, which approval will not be unreasonably withheld; provided that the Licensee can, without the County's prior approval, assign this Agreement to its parent or Affiliates. In the event of an assignment to a third party pursuant to the Solar Contract or with the County's prior written approval ("Assignee"), the County shall have the duty to provide the Assignee with access to the County Property.

7.2. The County may transfer or assign this Agreement and its rights and obligations herein to a successor or a purchaser of the County Property.

7.3. The Parties acknowledge that pursuant to Section 7 of the Lease Agreement, the County's lease of the Land expires on September 17, 2035. If the County declines to exercise its option to extend the term of the Lease Agreement in accordance with Section 35, the City agrees to assume all of the obligations, liabilities, and responsibilities contained in this Agreement, and Licensee agrees to release the County from any further obligation, liability, or responsibility with regards to this Agreement, the System, or the Licensee's Equipment.

8. **Inspections.** The County or the County's employees or agents (or any authorized employee of said agent) may enter upon the Licensed Premises to determine if the Licensee is using the Licensed Premises consistent with the terms of this Agreement.

9. **Warranties.** The Licensee represents and warrants that all work and services provided under this Agreement will be performed in accordance with the terms and conditions of the Solar Contract.



10. **Indemnification.** The Licensee shall indemnify, hold harmless, and defend the County and their officers, agents, and employees in accordance with Section 7 of the Solar Contract.

11. **Damages.**

11.1. No Party shall be liable to the other Party for any special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

11.2. The County may, in addition to other remedies available to them at law or equity and upon providing notice to the Licensee, retain such monies from amounts due the Licensee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The County may set off any liability or other obligation of the Licensee or its Affiliates to the County against any payments due the Licensee under any contract with the County.

12. **Insurance.** For the duration of the Agreement, the Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit F** and in accordance with the terms and conditions of the Solar Contract.

13. **Damage to the County Property.**

13.1. The Licensee shall repair, at its sole cost and expense, any damage of any kind or nature to the County Property, or any property of the County located thereon, which was caused by the Installation or the use of the Licensed Premises by the Licensee or the Licensee's Representatives. The Licensee shall repair and restore such damaged property to its original condition.

13.2. In the event that the structural integrity of the County Property is or will be harmed by the Installation, the Licensee's Equipment, or the Licensee's performance under this Agreement, the County may direct the Licensee to take certain corrective action at the Licensee's sole cost and expense.

13.3. The Licensee shall give the County prompt written notice, in compliance with Section 20 of this Agreement, of any occurrence, incident, or accident occurring on the County Property as a result of this Agreement.

14. **Default and Remedies.** An "Event of Default" shall occur if a Party materially breaches any of its duties, responsibilities, or obligations under this Agreement or commits a default under the Solar Contract, as described in Section 11 of the Solar Contract ("defaulting Party"), and such breach or default continues for a period of forty (40) calendar days after the defaulting Party receives written notice thereof from the other Party ("non-defaulting Party"). If an Event of Default occurs under this Agreement,

the non-defaulting Party shall be entitled to the remedies described in Section 12 of the Solar Contract.

15. **Termination.** This Agreement is merely a right to access and use the Licensed Premises and grants no estate in the Licensed Premises. The County may, with or without cause, terminate this Agreement at any time by providing the Licensee with written notice of the termination date.

16. **Casualty.** If a fire, casualty, or other causes beyond the reasonable control of the Parties damages all or part of the County Property or the Licensed Premises ("Casualty"), then the County may elect to terminate this Agreement without further liability to the County. The County shall give the Licensee written notice of the County's election to terminate at least thirty (30) calendar days after the Casualty. The County shall not be responsible for any damage to the Licensee's Equipment, or for any interruption of the Licensee's access to or use of the Licensed Premises, as a result of a Casualty.

17. **Force Majeure.** No Party will be liable for any delay in the performance of its obligations under this Agreement to the extent such delay is caused by strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the non-performing Party; provided the non-performing party and its subcontractors are without fault in causing such delay, and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. As a condition to the right to claim a delay under this Section 17, the non-performing Party will (i) notify the other Party of the delay within ten (10) business days after the delay occurs; and (ii) give the other Party a weekly update, which describes in reasonable detail the nature and status of the non-performing Party's efforts to end the delay.

18. **Surrender.** The Licensee shall peaceably surrender and deliver the Licensed Premises to the County immediately upon the expiration of the Term or upon the termination of this Agreement. The Licensee further agrees that it will leave the Licensed Premises in the same condition as received on the Effective Date, excluding ordinary wear and tear.

19. **Liens.** The Licensee or Licensee's Representatives shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the County in and to the Licensed Premises. The Licensee shall be responsible for the satisfaction or payment for any work, labor, material, or services claiming by, through or under the County. Such liens shall be discharged by the Licensee within ten (10) business days after receiving written notice by the County of filing thereof by bonding, payment, or otherwise, provided that the Licensee may contest, in good faith and by appropriate proceedings, any such liens.

20. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 20.

**FOR COUNTY:**

Broward County Administrator  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [bhenry@broward.org](mailto:bhenry@broward.org)

**With a copy to:**

Broward County Real Property Section  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
Email: [pbhogaita@broward.org](mailto:pbhogaita@broward.org)

Broward County Environmental Protection and Growth Management Department  
Attn: Jennifer Jurado  
115 South Andrews Avenue, Room 329H  
Fort Lauderdale, Florida 33301  
Email: [jjurado@broward.org](mailto:jjurado@broward.org)

**FOR CITY:**

City of Fort Lauderdale  
Attn: Christopher J. Lagerbloom, ICMA-CM, City Manager  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [clagerbloom@fortlauderdale.gov](mailto:clagerbloom@fortlauderdale.gov)

**With a copy to:**

City of Fort Lauderdale  
Rufus James, Airport Manager  
6000 N.W. 21<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33309  
Email: [rjames@fortlauderdale.gov](mailto:rjames@fortlauderdale.gov)

**FOR LICENSEE:**

Advanced Roofing, Inc.  
Attn: Clint Sockman  
1950 Northwest 22nd St  
Fort Lauderdale, Florida 33311  
Email: [clints@agt.com](mailto:clints@agt.com)

21. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Licensee, the City, and the County.

22. **Materiality and Waiver of Breach.** The Licensee, the City, and the County agree that 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 that each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

23. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity, or waiver of any limits established by Section 768.28, Florida Statutes, by the County or the City. Both the County and the City are a state agency or political subdivision, as defined in Section 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.

24. **Independent Contractor.** Each Party is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created by this Agreement. The Parties do not extend to each other any authority of any kind to bind one another in any respect whatsoever.

25. **Third Party Beneficiaries.** No Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree 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.

26. **Compliance with Laws.** The Licensee, the City, and the County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing or exercising their respective duties, responsibilities, rights, and obligations under this Agreement.

27. **Severance.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

28. **Public Records.** To the extent the Licensee is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Licensee shall:

(a) Keep and maintain public records required by the County to perform the services under this Agreement;

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the County; and

(d) Upon completion of the Agreement, transfer to the County, at no cost, all public records in possession of the Licensee or keep and maintain public records required by the County to perform the service. If the Licensee transfers all public records to the County, upon the completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

The failure of the Licensee to comply with the provisions of this Section 28 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law. A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. The Licensee will provide any requested records to the County to enable the County to respond to the public records request.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, SCAMPBELL@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

29. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

30. **Headings and Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

31. **Order of Priority.** 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 of Sections 1 through 40 of this Agreement, the provisions contained in Sections 1 through 40 shall prevail and be given effect; provided, however, that in the case of any conflict or inconsistency between the specific provisions of this Agreement and the Solar Contract, the provisions of the Solar Contract shall prevail and be given effect.

32. **Prior Agreements.** This Agreement and the Solar Contract represent the final and complete understanding of the Parties regarding the subject matter and supersede all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this Agreement and the Solar Contract.

33. **Jurisdiction, Venue, and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that 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 Parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, THE CITY, THE LICENSEE, AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 33, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

34. **Attorneys’ Fees.** Each Party shall bear its own attorneys’ fees in any litigation or proceeding arising under this Agreement, except as otherwise provided in this Agreement.

35. **Contract Administrator.** The “Contract Administrator” means the County Administrator or such other person designated by same in writing. The “County Administrator” is defined as the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

36. **County Logo.** The Licensee shall not use the County’s name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the Contract Administrator.

37. **Regulatory Capacity.** Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County’s performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the County Property. In the event the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to the County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to the County as a Party to this Agreement.

38. **Incorporation by Reference.** Attached **Exhibits A, B, C, D, E, and F** are incorporated into and made a part of this Agreement.

39. **Representation of Authority.** Each individual executing this Agreement hereby 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 a Party and does so with full legal authority.

40. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Agenda Item # \_\_\_\_), and Advanced Roofing, Inc., signing by and through its duly authorized representative.

COUNTY:

WITNESSES:

\_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Print Name of Witness 2

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
Bertha Henry

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

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

By: \_\_\_\_\_  
Sara F. Cohen (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CITY OF  
FORT LAUDERDALE, AND ADVANCED ROOFING, INC., FOR ACCESS AND USE  
OF COUNTY PROPERTY LOCATED AT 1801 NW 64TH STREET.

CITY

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
JEFF A. MODARELLI, CITY CLERK

By: \_\_\_\_\_  
DEAN J. TRANTALIS, MAYOR

(SEAL)

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

\_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM,  
ICMA-CM, CITY MANAGER

WITNESSES:

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

\_\_\_\_\_  
Signature of Witness 1

APPROVED AS TO FORM:  
ALAIN BOILEAU, CITY ATTORNEY

\_\_\_\_\_  
Print Name of Witness 1

By: \_\_\_\_\_  
SHARI C. WALLEN  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
Signature of Witness 2

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

\_\_\_\_\_  
Print Name of Witness 2

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CITY OF  
FORT LAUDERDALE, AND ADVANCED ROOFING, INC., FOR ACCESS AND USE  
OF COUNTY PROPERTY LOCATED AT 1801 NW 64TH STREET.**

WITNESSES:

\_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Print Name of Witness 2

LICENSEE

Advanced Roofing, Inc., a Florida profit  
corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Advanced Roofing, Inc., a Florida corporation, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

FORT LAUDERDALE INDUSTRIAL AIRPARK SEC 2 63-8 B LOTS 16 & 17

**EXHIBIT B**

**COUNTY PROPERTY**

All buildings, structures, improvements and fixtures of every kind erected or placed on the Land, as described in Exhibit A.

## **EXHIBIT C**

### **LICENSED PREMISES**

Rooftop of the County Property, as shown on the General Schematics attached to this Agreement as Exhibit D.





## Annual Production Report produced by RJ Boyden

### ▲ Components

Component	Name	Count
Inverters	Sunny Tripower Core1/US (SMA)	2 (100.0 kW)
Home Runs	2/0 AWG (Aluminum)	4 (488.9 ft)
Combiners	4 input Combiner	2
Combiners	5 input Combiner	2
Strings	10 AWG (Copper)	18 (1,003.7 ft)
Module	Harwha Q Cells, Q-PEAK DUO L-GS.2 390 (144Cell) (390W)	308 (120.1 kW)

### ☼ Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	13-19	Along Racking

### Field Segments

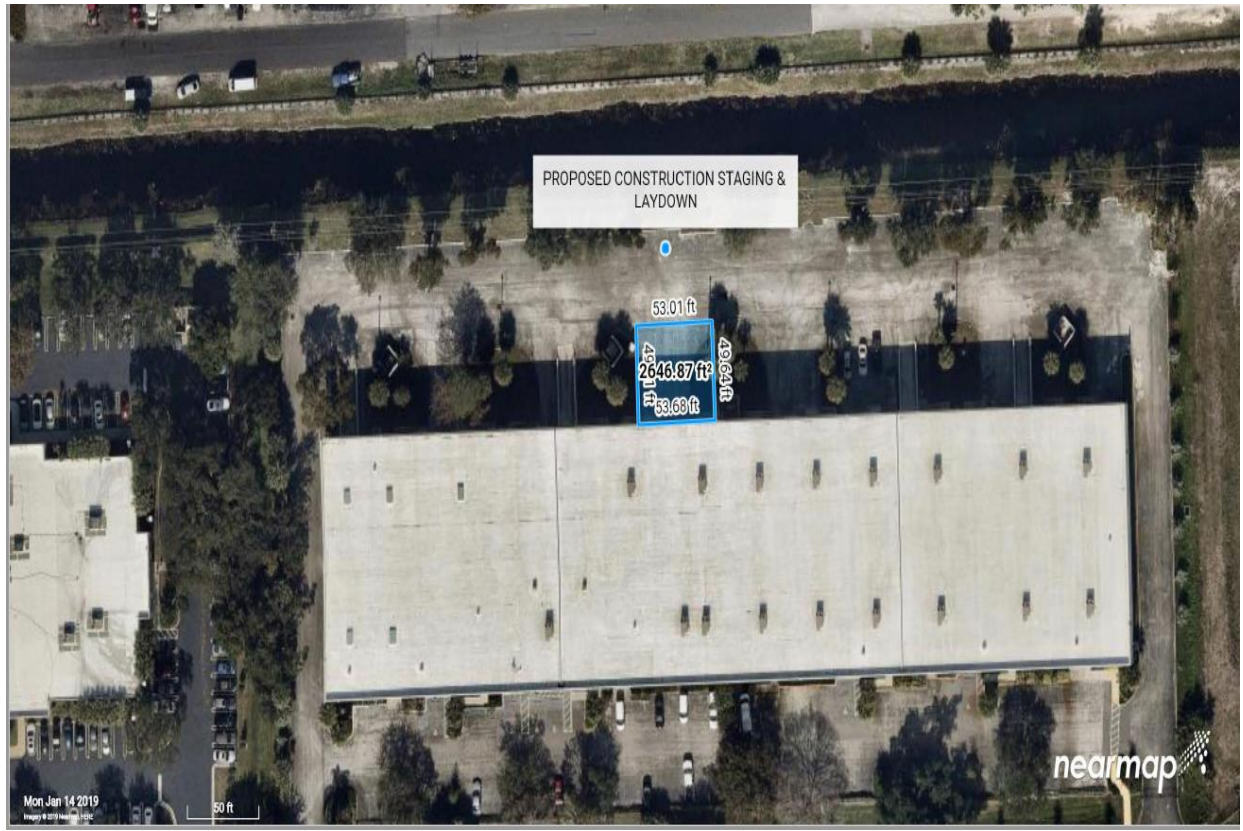
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	5°	178.188°	0.6 ft	1x1	308	308	120.1 kW

### ■ Detailed Layout



**EXHIBIT E**

**STAGING LOCATION**





## EXHIBIT F

### INSURANCE REQUIREMENTS

Project: Installation Solar Energy Equipment County Facilities  
Agency: Environmental Planning and Community Resilience Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input type="checkbox"/> <b>LIQUOR LIABILITY</b> <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> <b>Pollution/ Environmental Caro Liability</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> <b>Installation floater is required if Builder's Risk or Property are not carried.</b> <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:		Completed Value
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301



Digitally signed by TIMOTHY CROWLEY  
DN: dc=city, dc=broward, dc=bc,  
ou=Organization, ou=BCC, ou=RM,  
ou=Users, cn=TIMOTHY CROWLEY  
Date: 2019.04.02 11:16:53 -0400

Risk Management Division