

This instrument prepared by:
Lynn Solomon, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this _____ day of _____, 2021 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY")

And

LAUDERDALE HARBORS IMPROVEMENT ASSOCIATION, INC., a Florida not For Profit Corporation, whose mailing address is P.O. Bo 460305, Fort Lauderdale, Florida 33346 (hereinafter, "LICENSEE")

WHEREAS, LICENSEE is a community association for the community of Lauderdale Harbors and has filed an application to install cameras to monitor license plates within the right of ways controlled and/or owned by City of Fort Lauderdale, FL as reflected in **Exhibit "A"** attached hereto and made a part hereof (hereinafter, "Licensed Areas"); and

WHEREAS, the City is willing to grant a license to install the cameras in the City's Rights of Way only as to the locations depicted on Exhibit "A", subject to the terms and conditions set forth herein; and

WHEREAS, LICENSEE agree that at no time shall the operation and placing of the cameras interfere or impede the safety by use of vehicles and pedestrians; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on October 5, 2021, has authorized execution of this Revocable License by the proper CITY officials.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

Revocable License
Licensee: Lauderdale Harbors Improvement Association, Inc.

2. **Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Code or Code means the Code of Ordinances of the City of Fort Lauderdale as amended from time to time.

City Engineer shall mean the CITY'S Land Development Manager, Urban Design & Development, Department of Sustainable Development.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

Contract Administrator means the City Engineer, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

Day(s) means in computing any period of time expressed in calendar day(s) in this Revocable License, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Development Project shall have the same meaning as Project and Project Improvements.

Effective Date means shall be the date the Revocable License is recorded in the Public Records of Broward County, Florida. No work can commence under the Revocable License until the Effective Date and all preconditions have been satisfied.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes any amendments thereto.

Licensed Plate Reader (LPR) Cameras means cameras to monitor license plates within the right of ways controlled and/or owned by the City of Fort Lauderdale, Florida.

Licensed Areas means the areas as depicted in **Exhibit "A"** attached hereto.

LICENSEE means Lauderdale Harbors Improvement Association, Inc., a Florida Not for Profit Corporation, whose mailing address is P.O. Box 460305, Fort Lauderdale, FL 33346. NO INTEREST IN THE LICENSEE may be assigned without the City's approval.

Permit means either a Building/Electrical Permit, (ELE-COM-21090092) issued by the Building Official pursuant to The Florida Building Code, as amended for Broward County thereto and the Engineering Permit (N/A) issued by the Office of the City Engineer, or both, whichever the case may be.

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M.O.T. Intentionally Omitted.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Plans and Specifications means the plans, specifications, drawings, details, and survey for the Project Improvements to be installed, constructed, operated, maintained, repaired and removed within the Licensed Areas during the term of the Revocable License, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer.

Project means the design, purchase, construction, installation, operation, maintenance, repair and reconstruction, from time to time, of the Project Improvements within the Licensed Areas. The term *Project* also includes the ongoing obligation of maintenance and repair of the Licensed Areas, including reconstruction of Project Improvements, from time to time and when necessary, during the term of the Revocable License. The term *Project* shall **not** include the possession, use or occupancy of the Licensed Areas for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Improvements means cameras for monitoring license plates on vehicles (at certain locations as reflected on Exhibit "A" within the City's Rights of Way), support structure, including poles, electrical equipment, control cabinet and ancillary equipment attached thereto and electrical conduit from the cameras to the electrical service provided by Florida Power and Light to be constructed, installed, operated, maintained, repaired and reconstructed from time to time within the Licensed Areas by the LICENSEE.

Project Site means the Licensed Areas.

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the Licensed Areas in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the Licensed Areas when not being removed from the Licensed Areas to LICENSEE's Property as soon as practicable.

Storage is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the Licensed Areas or any public right of way within two blocks of the LICENSEE's property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the Licensed Areas.

ULDR means the City of Fort Lauderdale's Unified Land Development Regulations.

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3. **Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive design, possession, use, construction, installation, and occupancy of the Project Improvements within the Licensed Areas during the term of the license at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. The Revocable License does not permit the Staging of Materials or Equipment within the Licensed Areas. The granting of this Revocable License is conveyed subject to the rights of the City to ensure the public safety. To the extent information or data is deemed exempt or confidential under Florida public records laws, nothing herein shall be construed as a right of the LICENSEE under this Agreement to access of the City's data, information or files collected or received by its police department or other safety and security personnel. Furthermore, nothing contained herein shall be construed to provide the LICENSEE with any ownership interest or right to use or have access to any data collected by the license plate reader system. Nothing herein shall impose a duty on the City to review, collect, share or manage data collected by the license plate reader system. Additionally, the City makes no promises, assurances, or representations that the use of the cameras will either prevent any criminal activity or solve any crimes or effect the City's response times to criminal activity in the area. Further, the use of the camera system shall not create any additional duty for the City to respond or investigate based on any information provided by the camera system. As such, the City shall not incur any liability to the LICENSEE for any damage to persons or property that may result from any intentional acts of others, which includes but is not limited to, criminal activity.

The City has no maintenance or support obligations under this Revocable License, other than as provided herein. The LICENSEE shall be responsible for identifying, permitting, and connecting to the power source for the Project Improvements. The CITY, as determined by the Contract Administrator, may provide power to the LPR Cameras from the CITY's electrical network, provided such power is metered independent from the electrical network. CITY shall cover the cost associated with the electrical consumption of the independent meter provided the cost does not exceed \$1,200 per year. Should the cost exceed \$1,200 per year, the LICENSEE shall cover the cost in excess of \$1,200 and remit payment to the CITY upon receiving an invoice. LICENSEE shall be responsible for the installation, connection, testing, repairs, maintenance, and other like expenditures associated with the meter. The City shall not be responsible for any damage associated with power surges or similar events that may cause damage to the Project Improvements. Additionally, the City shall not be responsible for any electrical issues (such as a power outages) that would limit the ability of the LPR Cameras to capture or record data.

The LICENSEE hereby represents and warrants that execution of this Revocable License has been properly authorized by its board of directors and that the individual executing this Revocable License has been duly authorized, empowered and directed to execute this Revocable License on behalf of the LICENSEE and such execution constitutes the valid and binding obligations of the LICENSEE. LICENSEE shall not violate any constitutional or privacy rights of individuals and shall be liable for and shall indemnify the City for any and all claims or actions against the City for alleged violations of such rights and privileges, whether pursuant to the United States Constitution, Florida Constitution, Florida Statutes, or common law.

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4. **Term.**

4.1 Subject to the rights to suspend, revoke or terminate this Revocable License by the City Commission or the City Manager, the City grants a perpetual Revocable License to the LICENSEE. In the event that the City Commission determines that the Revocable License for the Licensed Areas granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned Licensed Areas or publicly dedicated thoroughfare for a conflicting municipal purpose or (c) determines that continuation of the License for any of the Licensed Areas granted herein is no longer in the best interest of the public, or (d) LICENSEE shall be in violation of the material terms and conditions of this License, then, in that event, the License granted herein for the respective Licensed Areas shall be terminable, in whole or in part, at the will of the City Commission upon fifteen (15) days' advanced written notice to the LICENSEE. Upon determination by the City Commission that this License shall be terminated and revoked, the LICENSEE shall remove all Project Improvements and restore the Licensed Areas to the condition existing prior to installation of the Project Improvements.

4.2 In the event LICENSEE is (a) in violation of any material term or condition of this Revocable License, as reasonably determined by the City Manager, or (b) the License granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned Licensed Areas or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the License granted herein as to the respective Licensed Areas is no longer in the best interest of the public, all as reasonably determined by the City Manager, then, upon advance written notice to LICENSEE of not less than seventy-two (72) hours where LICENSEE is given an opportunity to be heard on the matters by the City Manager, the authority granted by this License as to the respective Licensed Areas may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the License granted herein.

4.3 In the event that emergency conditions arise within any of the Licensed Areas or surrounding areas that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 12, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

4.4 This Revocable License as to the Licensed Areas may also be revoked or terminated pursuant to the terms of Section 21.2.1.

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5. **Conditions.** The Revocable License granted herein is subject to compliance with the following conditions:

5.1 No installation or construction of the Project Improvements shall be commenced prior to the issuance of the required Permits. If the Licensee seeks to increase the number of licensed plate readers cameras within the Licensed Area in excess of the number authorized under this Revocable License, then Licensee shall apply to the City for additional permits and shall secure the approval of the City Engineer, which shall not be unreasonably withheld, conditioned or delayed. If Licensee seeks permission to expand the locations of the Project Improvements, such expansion shall be subject to the approval of the City Commission.

5.2 To the extent required by law, no placement, installation or construction of Project Improvements within the Licensed Areas shall be commenced prior to issuance of a Building/Electrical Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer or designee.

5.3 LICENSEE shall submit Plans and Specifications for the Project Improvements, to the Office of the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of the Project Improvements.

5.4 Intentionally Omitted.

5.5 Intentionally Omitted.

5.5.1 Intentionally Omitted.

5.5.2 Intentionally Omitted.

5.6 LICENSEE shall provide the Office of the City Engineer as-built plans, specifications, details and surveys after construction and installation of the Project Improvements.

5.7 LICENSEE shall exercise caution in the installation of the Project Improvements in order to prevent damage to underground utilities.

5.8 Intentionally Omitted.

5.9 Intentionally Omitted.

5.10 Intentionally Omitted.

5.11 Intentionally Omitted.

5.12 Traffic control shall be in accordance with all relevant indices for traffic control through work zones Index 600 through 670.

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5.13 LICENSEE shall be responsible for making all utility notifications and obtaining all utility locations and clearances prior to performing any excavation, such as for the installation of signs and fence posts.

5.14 Any damage to existing pavement or to any publicly owned property or rights-of-way, including public sidewalk areas within Licensed Areas, caused by the installation of Project Improvements shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

5.15 Subject to the discretion of the City Engineer, LICENSEE shall mill and surface the roadway within Licensed Areas, if any, as provided in Section 11.1.3 hereof. If the roadway or public right of way is damaged, the roadway must be repaired and restored to a condition equal or better than that existing prior to commencement of construction of the Project Improvements.

5.16 All damage caused by the installation of the LPR Camera or Project Improvements caused by LICENSEE or its contractors or subcontractors to any elements or publicly owned property such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public rights of way or Licensed Areas shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project Improvements.

5.17 Intentionally Omitted.

5.18 Storage of construction materials or equipment shall not be permitted within the Licensed Areas or any of the public rights-of-way within a two-block radius of the Property, unless such offsite area is approved as a construction staging area by the City. Staging of Materials and Equipment and the use of cranes in the Licensed Areas is strictly prohibited. Vehicles may only be parked in the Licensed Areas for no more than two (2) hours.

5.19 Storage of dumpsters and debris shall be limited to the LICENSEE property and shall not be stored, placed or collected within the Licensed Areas or any of the public rights-of-way within a two-block radius of the LICENSEE property.

5.20 Intentionally Omitted.

5.20.1 Intentionally Omitted.

5.21 Intentionally Omitted.

5.22 Intentionally Omitted.

5.23 Intentionally Omitted.

5.24 Intentionally Omitted.

5.25 If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding streets of dirt and debris.

5.26 Intentionally Omitted.

5.27 Intentionally Omitted.

5.27.1 Intentionally Omitted.

5.27.2 A fine of \$1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 21.1, et seq. hereof.

5.28 Intentionally Omitted.

5.29 Intentionally Omitted.

6. **Cost Recovery and Fees.** LICENSEE shall be responsible for paying permit fees charged by the City to process its permit applications. Notwithstanding, such fees shall not exceed the lower of (1) the hourly rate charged for City's staff review, including any outside consultants, inspections and processing of the permit application or (2) \$4,200.00.

7. **ADA.** LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project as it is applicable.

8. **Condition of Licensed Areas.** LICENSEE accepts the Licensed Areas in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of Licensed Areas, which have a material adverse effect on the Project Improvements, CITY should be notified immediately.

9. **Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair and replace, from time to time, the Project Improvements within the Licensed Areas and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Licensed Areas and Project Improvements in order to comply with health, safety and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements and other similar regulatory requirements.

10. **No Property or Contract Right.** LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Revocable License to the continued possession, use, operation and maintenance of the Project within the Licensed Areas.

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11. **Repairs and Maintenance.** LICENSEE shall not commit or suffer waste or injury to the Licensed Areas or the use, operation and maintenance of the Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times during the term of this License cause the Licensed Areas and Project Improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish, and free of any threat to the public safety and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the Licensed Areas in their original condition at the time of the commencement of the License Term and to similarly maintain the Project Improvements as originally installed or constructed during the term of the License. The City Engineer shall approve all repairs and replacements within the Licensed Areas. When making such repairs, replacements and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the Licensed Areas to the original condition at the time of commencement of the License Term. The Licensed Areas shall be maintained in a neat and orderly appearance at all times.

11.1 Intentionally Omitted.

11.1.1 Intentionally Omitted.

11.1.2 Intentionally Omitted.

11.1.3 Pursuant to Chapter 25, Streets and Rights of Way, Article III, Rights of Way Administration, City Code of Ordinances, including, but not limited to the following:

§ 25-108	Rights of Way Restoration
§ 25-109	Protection of Facilities
§ 25-110	General obligations of permittees
§ 25-111	Enforcement of permit obligations
§ 25-112	Construction bond

LICENSEE shall obtain a separate permit from the City's Department of Sustainable Development prior to starting construction of the Project Improvements or any improvements or any repairs in the public right-of-way. An as-built survey signed and sealed by a professional surveyor and mapper shall be provided to the City Engineer at the completion of the Development Project to document all existing and new features within the public right-of-way.

12. **Emergencies.** If an emergency situation arises with respect to the Licensed Areas where the Licensed Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be

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entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Paragraph, LICENSEE's Contact Person shall be the president of the Licensee cell phone number: (937) 476-5609; e-mail address: LauderdaleHarbors@gmail.com ; and address: Ed Rebholz, 1625 SE 14 Street, Fort Lauderdale, Fl 33316. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer in writing within seven days of that change.

13. **Damage to Public Property.** In the event the use, design, installation, operation, construction, demolition or reconstruction of the Project Improvements or Licensed Areas cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

14. **Liens Against the Licensed Areas.** LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Licensed Areas, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the Licensed Areas. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within any of the Licensed Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes (2019) or an equitable lien upon the CITY's right, title or interest in and to the Property or Licensed Areas. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2019) of the "non-liability" of the CITY.

15. **Removal.** Except as may otherwise be expressly provided herein, LICENSEE shall remove all Project Improvements constructed or Project materials, rubbish, or equipment within the Licensed Areas and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this License and upon demand of CITY for removal of such Project Improvements or Project materials, rubbish, or equipment, and LICENSEE shall restore the Licensed Areas to the condition(s) that existed prior to LICENSEE's installation of any such Project Improvements within the Licensed Areas. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the Project Improvements materials, rubbish, or equipment within the Licensed Areas, exclusive of utilities facilities constructed and installed, contemplated herein within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Project Improvements materials, rubbish, or equipment and restore Licensed Areas to the condition that existed prior to the LICENSEE's construction or installation of the improvements in the Licensed Areas, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed to CITY by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the

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obligation of immediately removing any equipment or materials or temporary fencing within the Licensed Areas upon termination of this License, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

16. **Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, construction, design, maintenance or repair of the Project Improvements or Licensed Areas, suffer or permit any damage to the Licensed Areas or to the adjacent real property or public rights-of-way. If during the term of this Revocable License the structures, Project Improvements, fixtures or personal property within the Licensed Areas or adjacent public rights-of-way shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the Licensed Areas or adjacent real property or adjacent public rights-of-way to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the structures and improvements within the Licensed Areas or real property or public rights-of-way adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and Project Improvements (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the Licensed Areas as nearly as possible to its original condition.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE

17. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the Licensed Areas by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the Licensed Areas for the conduct of the Project under the terms and conditions stated herein, such terms and conditions including termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

18. **Indemnity.**

18.1 LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including reasonable attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with

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the rights, responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims"), conditions contained therein, the installation, design, construction, repair or removal of the Project Improvements or installation, design, location, construction, repair, removal, demolition, maintenance, use or occupancy of the Licensed Areas, or the breach or default by LICENSEE of any covenant or provision of this Revocable License, arising out of or resulting from any act(s) or omission(s) of the LICENSEE, its officers, agents, employees or subcontractors. Except the LICENSEE shall not be responsible for the intentional torts or gross negligence of the CITY, its officers, agents and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Licensed Areas or Project Improvements, violation of constitutional or privacy rights, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

18.2 LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any Claims, suits, or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's City Attorney) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

19. **Insurance.** Intentionally Omitted.

20. **Special Exception.** It is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the City's general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

21. **Remedies of CITY.**

21.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances.

21.1.1 In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide Notice thereof to LICENSEE and impose or assess a fine of \$1,000.00 per day for

each and every day the violation continues beyond the date set in the Notice under Section 21.1.

21.1.2 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, Contract Administrator shall provide LICENSEE with Notice thereof. Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

21.1.3 In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within ten (10) days of receiving notice of (a), (b) or (c) above.

21.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 21.1.3, the City Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 21.1.3, the City Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The City Manager may equitably adjust any fines in the interests of justice.

21.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 21.1.4 above, LICENSEE may file a Notice of Appeal with the City Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

21.1.6 Any fines resulting from the process set forth in Sections 21.1.1 through 21.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

21.1.7 LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any violations of the terms or conditions of this License still exist.

21.1.8 LICENSEE hereby waives all right, title and interest in Issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any fines imposed have not been paid.

21.1.9 LICENSEE hereby waives all right, title and interest in and to any further building or engineering Inspections during the period that any violations of the terms or conditions of this License still exist.

21.2 In the event the LICENSEE falls to timely cure the violation within the time specified in Section 21.1, the CITY, as an alternative to the procedures set forth in Sections 21.1.1 through 21.1.9, may

21.2.1 revoke or terminate this License; or

21.2.2 take any equitable action to enforce the terms and conditions of this Revocable license, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

21.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within sixty (60) days following written demand for payment thereof.

Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs, maintenance or removal undertaken by CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

21.2.4 Intentionally Omitted.

21.2.5 The remedies found within this Section 21, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

22. **Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the Licensed Areas in which damage to property or injury to a person occurs.

Revocable License

Licensee: Lauderdale Harbors Improvement Association, Inc.

23. **Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by (i) registered or certified mail, postage prepaid, return receipt requested, addressed, or (ii) an overnight air mail service such as Federal Express, UPS, or similar carrier addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LICENSEE:

ED REBHOLZ, President
Lauderdale Harbors Improvement Association
1625 SE 14 Street
Fort Lauderdale, FL 33316
Email Address: LauderdaleHarbors@gmail.com

and

John C. Calabrese
Lauderdale Harbors Improvement Association
Head of Security
1642 SE 13th Street
Fort Lauderdale, FL 33316
Email Address: John.C.Calabrese@gmail.com

(c) As to activities under Paragraph 12, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 12, Emergencies.

26. **Assignment, Pledge, Security Interest.** LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the Licensed Areas without prior written consent of CITY, which such consent may be granted or withheld in its sole discretion.

27. **Compliance with Laws and Regulations.** LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable license and the possession, use, occupancy and maintenance of the Licensed Areas and the conduct of the Project permitted herein.

28. **Entire Revocable License.** This Revocable license, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable license and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Revocable license may be amended, supplemented, modified or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable license shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

29. **Interpretation of Revocable License; Severability.** This Revocable license shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. The terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

30. **Successors.** This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns.

31. **No Waiver of Sovereign Immunity.** Nothing contained in this Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

32. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under

Revocable License

Licensee: Lauderdale Harbors Improvement Association, Inc.

this Revocable License. None of the parties intend to directly or substantially beneficial a third party by this Revocable License. The parties agree that there are no third-party beneficiaries to this Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Revocable license. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

33. **Non-Discrimination.** LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

34. **Termination.** In the event of emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

35. **Records.** Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes (2020), and any resultant award of attorney's fees of non-compliance with that law.

36. **Entire Agreement.** 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 Revocable License that are not contained in 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.

37. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained 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 Revocable License has been their joint effort.

38. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

39. **Governing Law.** This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

Revocable License

Licensee: Lauderdale Harbors Improvement Association, Inc.

40. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, epidemics, state of emergency, act of Government Authority, pandemics, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

41. **Recording.** This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. LICENSEE shall record at its own expense the Revocable License, including all Exhibits thereto in the Public Records of Broward County, Florida. LICENSEE shall provide a copy of the fully executed recorded Revocable License to the City Clerk’s Office of the City of Fort Lauderdale and the Contract Administrator and E-mail a recorded copy to dengineeringadmin@fortlauderdale.gov.

42. **Relocation of Project Improvements.** In the event the City determines in its sole discretion that the Project Improvements must be relocated, then the City shall bear the cost of relocating the Project Improvements to another suitable location within the community and shall provide advance notice in writing of its intent to relocate the Project Improvements.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

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

WITNESSES:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

By: _____
Dean J. Trantalis, Mayor

[Witness type or print name]

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this __ day of _____, 2021 by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Revocable License
Licensee: Lauderdale Harbors Improvement Association, Inc.

Personally Known_____ OR Produced Identification_____
Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization this __ day of _____, 2021 by **Christopher J. Lagerbloom,**
ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on
behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known_____ OR Produced Identification_____
Type of Identification Produced _____

Revocable License
Licensee: Lauderdale Harbors Improvement Association, Inc.

LICENSEE

WITNESSES:

Lauderdale Harbors Improvement Association
Inc., a Florida Not for Profit Corporation

[Witness print/type name]

[Witness print/type name]

Ed Rebholz, President

[CORPORATE SEAL]

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by ED REBHOLZ AS President of the Lauderdale Harbors Improvement Association, Inc., a Florida Not for Profit Corporation on behalf of the company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

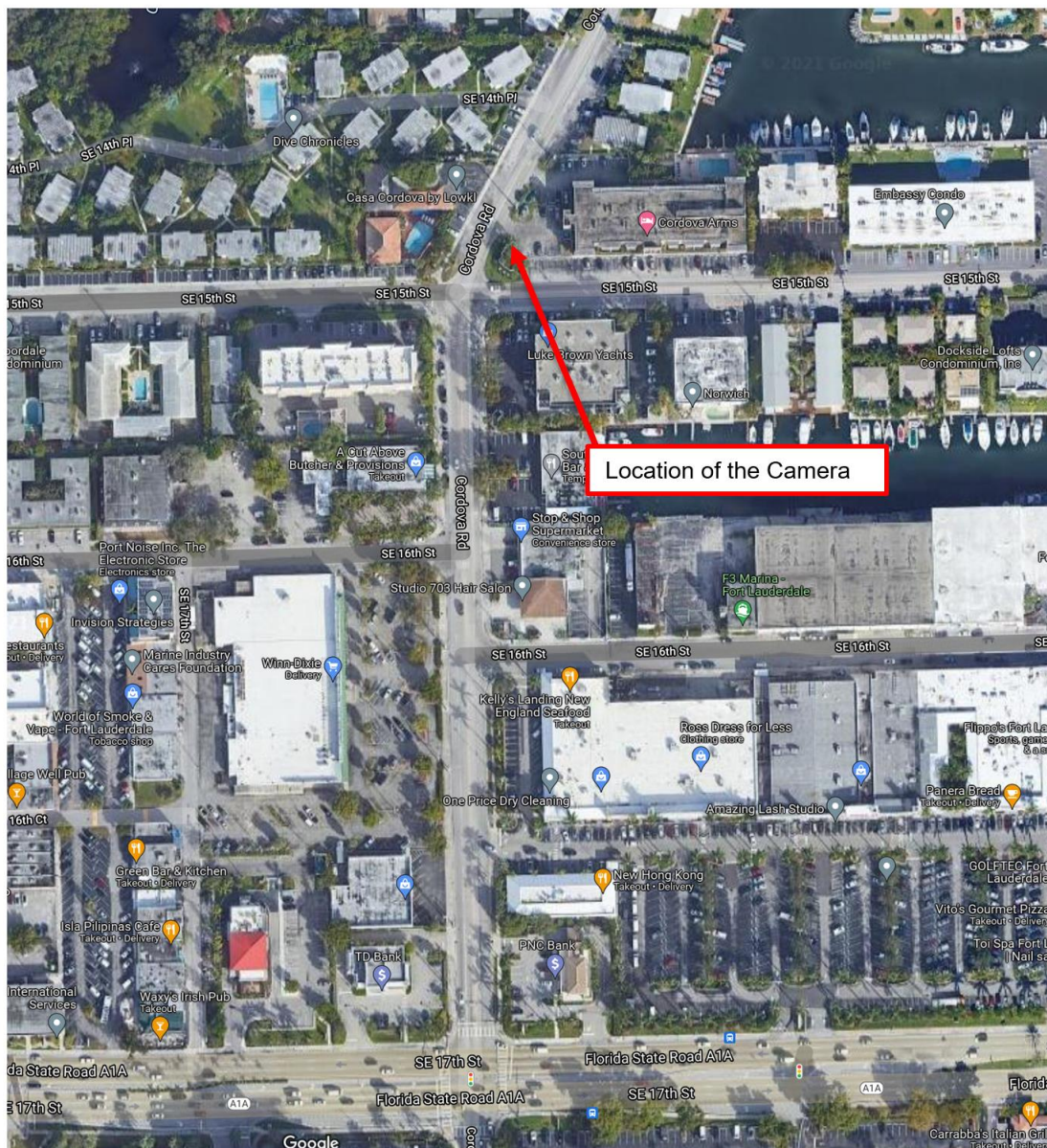
Type of Identification Produced _____

Revocable License

Licensee: Lauderdale Harbors Improvement Association, Inc.

Exhibit "A"

Licensed Areas



1498 Cordova Road
Fort Lauderdale, FL 33316

Revocable License
Licensee: Lauderdale Harbors Improvement Association, Inc.