

LICENSE AGREEMENT

This License Agreement is entered into this ___ day of May, 2021, between City of Plantation, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Licensor") and City of Lauderhill, Florida ("Licensee") a municipal corporation organized and existing under the laws of the State of Florida.

Licensor and Licensee ("Party" or collectively "Parties") agree as follows:

1. Licensor hereby grants to Licensee a license ("License") to use the following vehicles on an as needed basis by Licensee and as available by Licensor, under the terms and conditions contained herein:
 - a. Engine –225 (Tag#) 138836 (Year- Make-Model) 1998 Emergency One/ Hush XL (Vin#) 4ENBAAA85X1009278; and/or
 - b. Rescue -Spare (Tag#) XD3228 (Year- Make-Model) 2012 Spartan/ 621-IWT (Vin#) 4S7TP2B94CC07138 (collectively "Vehicles").
2. Licensor disclaims any and all warranties, expressed or implied, as to the condition of the Vehicles or their fitness for any particular purpose. The Vehicles are licensed to Licensee AS IS. Licensee accepts the Vehicles in their AS IS condition without any warranty or representation.
3. Licensee shall not pay Licensor rent or license fees as consideration for the use of the Vehicles.
4. The term of the License shall be from May _____, 2021 until July _____ 2021 and shall be limited to an as needed basis as requested by Licensee ("Term"). The Term may be extended in thirty (30) day increments by Licensor if requested in writing by Licensee. Each extension shall be on the same terms and conditions as during the Term. The extended term and the Term are collectively referred to as "Term". Licensor's license of the Vehicles to Licensee is contingent upon their availability for use by Licensee. Licensor shall have no liability to Licensee in the event the Vehicles are not available for any or nor reason.
5. This License is a personal right granted only to Licensee, and Licensee shall not assign, sub-license or otherwise transfer or otherwise permit use of the Vehicles to any third party under any circumstances.
6. Licensee shall return the Vehicles at the end of the Term to _____ . In the event Licensor requests the return of the Vehicles at any time prior to the end of the Term, they shall be returned by Licensee to Licensor within 24 hours written notice.
7. Licensee shall be solely responsible for any and all costs, expenses, fees, and charges in connection with the use and operation of the Vehicles during the Term. Licensee shall maintain the Vehicles in good working order and return the Vehicles in substantially the same condition

as received, ordinary wear and tear excepted. If, during the Term and until the return of the Vehicles, the Vehicles are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Licensee will remain financially responsible to Licensor for any and all costs.

8. The Licensor shall not under any circumstances be liable for any damage or injuries to persons or property suffered or sustained in the use, condition, or operation of the Vehicles and all such claims are specifically waived by Licensee. Licensee agrees to and does hereby hold the Licensor, its elected and appointed officials, agents and employees, free and harmless from any and all losses, costs, demands or liability of any kind whatsoever, including legal costs and attorney's fees. Upon demand, Licensee shall defend at Licensee's own expense, any claims brought against the Licensor or its elected and appointed officials, agents, and employees.
9. Licensee agrees to indemnify and hold harmless Licensor and its elected and appointed officials, agents, and employees for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this License. If called upon by Licensor, Licensee shall assume and defend not only itself but also Licensor and its elected and appointed officials, agents, and employees in connection with any suit or cause of action and such defense shall be at no cost or expense whatsoever to Licensor or its elected and appointed officials, agents, and employees.

10. Insurance Requirements:

10.01 Licensee shall secure and maintain, at its own expense, and keep in effect during the Term of this License, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Licensee agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (2) (Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Licensee in the performance of the obligations of this License with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

- (3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the License and specifically insuring the indemnification and hold harmless agreement contained in this License.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, LICENSEE SHALL SUBMIT TO LICENSOR COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF PLANTATION IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF LICENSEE UNDER THE LICENSE. Insurance companies selected must be acceptable to Licensor. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Licensor by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of Licensee. Licensor does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Licensee's interests or liabilities but are merely minimum requirements established by Licensor's Risk Management Coordinator. Licensor reserves the right to require any other insurance coverages that Licensor deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 Licensee shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and Licensee shall provide verification thereof to Licensor upon request of Licensor.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Licensor with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 Licensee shall ensure that any company issuing insurance to cover the requirements contained in this License agrees that they shall have no recourse against Licensor for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Licensor is named as an additional named insured shall not apply to Licensor. Licensor shall provide written notice of occurrence within fifteen (15) working days of Licensor's actual notice of such an event.

10.09 Licensee shall not commence performance of its obligations under this License until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the License and Licensor, at its sole discretion, may cancel the License and all rights, title and interest of Licensee shall thereupon cease and terminate.

10.11 The Licensor and Licensee are agencies of state government. Nothing contained herein shall be deemed a waiver of sovereign immunity by either the Licensor or Licensee or to a grant of any rights or privileges to any third party.

11. Licensor may terminate this License prior to the Term upon at least twenty (20) days written notice to Licensee.

12. At all times during the Term of this License, Licensee shall, at its sole cost and expense comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Licensee's use of the Vehicles.

13. General Provisions.

13.1 **Choice of Law.** This License shall be construed and governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.

13.2 **Amendments.** This License may only be modified by a writing executed by Licensor and Licensee.

13.3 **Notices.** All notices or demands of any kind required or desired to be given hereunder shall be in writing and either (i) sent by certified mail, postage prepaid with return receipt

requested, (ii) sent by reputable overnight courier, or (iii) delivered personally, to the appropriate address set forth below. Notices shall be deemed to be delivered three (3) days after the date of mailing thereof, the date delivered (or attempted to be delivered) if by overnight delivery, or the date delivered (or refused) if by personal delivery.

If to Licensor:

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317
Attn: Mayor Lynn Stoner

If to Licensee:

City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
Attn: Desorae Giles-Smith, City Manager

13.4 **Time.** Time is of the essence with respect to each term in this License.

13.5 **Attorneys' Fees.** In the event of any litigation between Licensee and Licensor in connection with this License, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.

13.6 **Entire Agreement.** This License represents the entire understanding of the parties regarding the services, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express.

13.7 **No waiver.** No waiver of any provision of this License will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

13.8 **Waiver of Jury Trial.** Licensor and Licensee hereby expressly, knowingly, voluntarily and intentionally waive any rights either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this License or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either of the parties to this License. This provision is a material inducement to the parties executing this License.

13.9 **Severability.** If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13.10 **Counterparts.** This License may be signed in two or more email or facsimile counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

13.11 **Authority.** The individuals executing this License warrant and represent that they have the unconditional authority to execute this License.

IN WITNESS WHEREOF, Licensor and Licensee have set their hands and seals on the dates set forth below.

CITY OF PLANTATION
A Florida Municipal Corporation

Attest: _____
April Beggerow, City Clerk

Lynn Stoner, Mayor

Approved as to Form For Use And
Reliance Solely by City of Plantation

Date: _____

Kerry L. Ezrol, City Attorney

CITY OF LAUDERHILL
A Florida Municipal Corporation

Attest: _____
Andrea M. Anderson, MMC, City Clerk

Desorae Giles-Smith, City Manager

Date: _____