

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) but executed on _____, (the “Execution Date”) by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (the “Licensor” or “FIU”) and **THE CITY OF NORTH MIAMI** (“Licensee”).

RECITALS

WHEREAS, Licensee is a municipality with responsibility for the collection and disposal of vegetative matter resulting from landscaping maintenance or land clearing or clean-up operations and including items such as leaves, grass clipping, palm fronds, limbs, hedge trimming, and shrubbery, as defined in Section 403.703, Florida Statutes (“Yard Trash”); and

WHEREAS, Licensee is in need of operating a transfer station, as defined in F.S. 403.703, for the purpose of temporarily storing Yard Trash (the “Transfer Station”); and

WHEREAS, Licensor operates a campus, commonly referred to as its Biscayne Bay Campus (“Campus”) at 3000 NE 151 Street, North Miami, FL 33181; and

WHEREAS, Licensee desires to obtain a license to use a portion of the Campus, depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Licensed Premises”) for the purpose of operating a Transfer Station; and

WHEREAS, Licensor has agreed to license the use of the Licensed Premises to Licensee subject to the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows.

1. **Recitals**. The above recitals are true and correct and incorporated herein by reference.

2. **License**. Licensor shall make available the Licensed Premises for Licensee’s use as set forth in Section 4 below. Licensee shall have the right to use the Licensed Premises therein only for such use and all subject to the terms and conditions of this Agreement. Licensee and its contractors, agents, employees and representatives shall only have the right of ingress and egress to the Licensed Premises through the road described on Exhibit A. This Agreement is not a lease. Licensee is granted only a revocable license to occupy and use the Licensed Premises subject to the terms and conditions of this Agreement. Licensee shall have no leasehold right or interest or any other right, title or interest in the Licensed Premises allocated for Licensee’s use.

Licensee accepts the Licensed Premises in “AS IS, WHERE-IS, WITH ALL FAULTS” condition.

3. **Reimbursement of Licensor Expenses**. Licensor has incurred certain expenses prior to the Execution Date in order to ready the Licensed Premises for use by Licensee. These expenses are: (1) installation of a new controlled lock system, and (2) a baseline environmental report. A description of the work and the expenses related thereto is set forth on Exhibit B, attached hereto and incorporated herein by reference. Within thirty (30) days of the Execution Date, Licensee shall reimburse Licensor for Licensee’s proportionate share of these expenses. Failure to do so will result in automatic and immediate termination of the Agreement by Licensor.

4. **Term.**

(a) Licensee shall have the (i) non-exclusive right to access the Licensed Premises through the main gate and (ii) exclusive right to use the Licensed Premises for the Use (as hereinafter defined), during the hours of 7 am and 7 pm, commencing as of the Effective Date of this Agreement (the "Term Commencement Date") and terminating on the date which is two (2) years later unless terminated earlier pursuant to the terms of this Agreement (the "Term Expiration Date"). The period of time between the Term Commencement Date and the Term Expiration Date shall be hereinafter referred to as the "Term."

(b) Licensor, its officers, directors, employees, agents, contractors, attorneys and/or other representatives shall have the right to enter the Licensed Premises during any time for the purpose of inspecting the same to ascertain whether Licensee is in conformance with applicable law, Licensor's policies and procedures, or if Licensor determines that there is an emergency need to enter the Licensed Premises or for any other reasonable purpose.

5. **Use.** As provided above, the Licensed Premises shall be used only as a Transfer Station for storing Yard Trash temporarily, it being understood that Yard Trash shall not be stored permanently at the Licensed Premises and all Yard Trash shall be removed from the Licensed Premises on a timely basis (the "Use"). Licensee acknowledges and agrees that in no event shall Licensee store at the Licensed Premises any construction debris, bulk waste, furniture, automobile tires, home appliances, used electronics, mattresses or any other trash or refuse other than Yard Trash. Licensee shall ensure that the Use shall be in a lawful and orderly manner. Licensee shall be solely responsible for obtaining all necessary approvals and permits for the Use at its sole cost and expense. Licensee shall comply with all present and future laws, ordinances, requirements, rules and regulations of governmental authorities having jurisdiction pertaining to the operation and safety of the Use, as well as with all applicable Licensor regulations, policies, procedures and/or any other applicable Licensor requirements. Florida International University is a non-smoking university and smoking is prohibited indoors and outdoors. No dangerous or Hazardous Substances shall be located in the Licensed Premises; Licensee shall not store, use, or dispose of any Hazardous Substance on the Licensed Premises or any other portion of the Campus; and Licensee shall neither conduct nor allow any activity or condition in the Licensed Premises or any other portion of the Campus that is unlawful, that in Licensor's reasonable judgment, is contrary to applicable law, increases the risk of harm to any person or the Licensed Premises beyond the minimal risk normally associated with activities similar to the Use, that would create a nuisance or trespass, that would disturb, disrupt (including noise and the volume or frequency of trucks to the Licensed Premises) or impair the use or operation of the Licensed Premises or the Campus or that, in any manner, would vitiate the insurance or increase the rate of insurance on the Licensed Premises, the Campus or any part thereof.

6. **Fence.** Licensee shall install a fence and a controlled lock system to enclose the Licensed Premises. Licensee shall (i) pay all costs, expenses and charges thereof and all work shall be performed in a workmanlike manner and in compliance with applicable laws, the standards referenced in the immediately following sentence and this Agreement, and (ii) obtain Licensor's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. The fence and controlled lock system installation shall meet, as applicable, all design and construction standards and requirements for a State of Florida public facility set forth in the Florida International University Design and Construction Standards, the landscaping and aesthetic standards generally applied by Licensor for facilities located on the Campus, Florida International University Design Services Guide, Florida International University policies on sustainable development, Florida International University Master Plan in effect on the Effective Date and the applicable building codes. Licensee shall obtain all required building permits, approvals, licenses and consents and Licensee shall be required to obtain all building permits through Licensor's codes office. All construction work will be done by a general contractor licensed by, and in good standing with, the State of

Florida. Licensee shall commence the installation of the fence and controlled lock system as soon as reasonably practicable after Licensor's approval of same, and said installation shall be complete no later than May 31, 2019 in designated Space #1. Licensee shall provide Licensor with access keys to the Licensed Premises. Licensee's failure to complete installation of the fence and controlled lock system by the above date shall give Licensor the right to terminate this Agreement immediately. Keys to be issued to the Public Works Director and Assistant Director of Licensee for the main access gate; to be locked immediately following drop off. Key provided will also access the main road access gate.

7. **Signage.** Any and all of Licensee's signage and advertising related to the Use of the Licensed Premises must be pre-approved by Licensor in writing. Licensee shall install "no trespassing" signs at the Licensed Premises. All signage shall be at Licensee's sole expense. All such signage must comply with applicable laws and Licensor's policies and procedures and standards.

8. **Non-Discrimination.** Licensee represents and warrants to Licensor that Licensee does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Licensee's use of the Licensed Premises on account of race, color, sex, religion, age, handicap or marital status. Licensee further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be subject to discrimination in connection with the Use of the Licensed Premises under this Agreement.

9. **Security/Supervision.** Licensee is solely responsible for providing and maintaining, at its sole cost and expense, all security and supervision necessary for the use of the Licensed Premises in a safe and secure manner. Licensor shall have no responsibility whatsoever for providing security for the Licensed Premises. Notwithstanding and without limiting the foregoing, Licensee acknowledges that due to the unique nature of the university campus setting, Licensor's Police Department ("FIU Police") and Licensor's Department of Emergency Management have primary jurisdiction over the Licensed Premises and accordingly, if Licensee or its security personnel determine that it is necessary to enlist the assistance of the police to respond to a security event pertaining to the Licensed Premises or any surrounding areas, Licensee shall contact the FIU Police for such assistance and shall pay for all costs and expenses related to such assistance. Without limiting any other provision herein, Licensee, its employees and/or security representatives, agents and/or contractors will also abide by all emergency directives issued by the Licensor's Department of Emergency Management prior to, during, and following a man made, technological, or natural disaster, or other force majeure event which may require an evacuation of the Licensed Premises, temporary suspension of access to, use of, the Licensed Premises or any other related action.

10. **Maintenance and Repair.** Licensee shall be responsible for the proper use and care of the Licensed Premises at its sole cost and expense. Prior to the commencement of any maintenance or repair work, Licensee shall provide Licensor with the name of the contractor that will be completing said work, along with any other information that may be reasonably requested by Licensor. Without limiting Licensor's rights and remedies hereunder, if Licensee fails to maintain or keep the Licensed Premises in good condition, and such failure continues for five (5) calendar days after written notice from Licensor, Licensor may, but is not obligated to, perform or hire the necessary contractor to perform any maintenance and repairs, and Licensee will pay Licensor for the costs thereof within ten (10) days from receipt of written demand from Licensor.

11. **No Damage/Waste.** Licensee will not, and will not allow others to, damage or commit waste in and to the Licensed Premises. Licensee is responsible for paying the cost for the repair of any damage or waste that occurs during the Term which Licensor deems is necessary. Without limiting Licensor's rights and remedies hereunder, if Licensee fails to comply with the foregoing obligation, and such failure continues for five (5) calendar days after written notice from Licensor, Licensor may, but is

not obligated to, perform or hire the necessary contractor to perform, any such repairs, and Licensee will pay Licensor for the costs thereof within ten (10) days from receipt of written demand from Licensor.

12. **Alterations.** Except as expressly provided in Section 6 hereof, Licensee shall not have the right to alter the Licensed Premises in any respect without Licensor’s prior written approval, which may be granted or withheld in Licensor’s sole discretion.

13. **Assignment and Sublicensing.** As provided above, Licensee shall not, without the prior written consent of Licensor, which Licensor may withhold in its sole discretion, mortgage, pledge, hypothecate, assign (whether by operation of law or otherwise), transfer, encumber, sublicense or grant a license with respect to any interest in this Agreement or the Licensed Premises. Any such action shall be void and of no force or effect.

14. **Insurance.** Licensee shall provide and keep in full force and effect during the Term, at Licensee’s sole cost and expense, the following insurance policies for the joint benefit of Licensee and Licensor, with an insurer reasonably acceptable to Licensor:

<u>Commercial General Liability</u> <i>(Including premises liability covering the Premises)</i>	\$2,000,000 General Aggregate	<i>(minimum)</i>
(a) Bodily Injury & Property Damage	\$1,000,000 Each Occurrence	<i>(minimum)</i>
(b) Damage to Rented Premises	\$500,000	
(c) Products/Completed Operations	\$1,000,000	
(d) Advertising & Personal Injury	\$1,000,000	
(e) Contractual Liability	\$1,000,000	
(f) Medical Payments	Optional	

Workers’ Compensation & Employers’ Liability Statutory Limits

The certificate of insurance shall indicate that such insurance carry an endorsement (no more restrictive than CG 2011 on the GL policy) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds and/or loss payee, as applicable. Licensee’s policies shall be primary and any insurance carried by Licensor shall be noncontributing with respect thereto.

Unless previously authorized by Licensor, the policies required above shall be issued on a “first dollar” basis with no deductible for self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of the Licensee to pay such deductible or self-insured retention.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to Licensor in the event of cancellation or reduction in coverage or amount. Licensee shall provide Licensor with evidence of the renewal or replacement of the policies required above within ten days of expiration.

If Licensee fails to secure and maintain insurance policies complying with the provisions of this Agreement, Licensor may terminate this Agreement. Licensee shall do nothing that will adversely affect Licensor, in any way, including increasing risks, insurance premiums or liability.

In addition to the insurance required to be obtained and maintained by Licensee, Licensee shall assume all risk and responsibility for the actions of its contractors/subcontractors/agents/ representatives on the Premises.

Licensee's procuring of the required insurance shall not relieve Licensee of any obligation or liability assumed under this Agreement, including specifically the indemnity obligations. Licensee may carry, at his own expense, such additional insurance, as Licensee deems necessary. Licensor recommends that Licensee obtain and maintain a policy of business interruption insurance. Licensee shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Licensee's operations within the scope provided for under this License, and shall cooperate in all litigated claims and demands arising from said operations, which its insurance carrier or carriers are requested to respond.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of Licensee's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. Licensor does not represent that coverage and the limits specified herein will necessarily be adequate to cover Licensee's liability.

Licensor, upon request, reserves the right to obtain a copy of the policies requested above.

15. **Hazardous Substances**

a. "Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants which are listed, defined, or regulated under any applicable law pertaining to the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761, and the environmental laws of the State of Florida, as the same may be amended. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products and petroleum derived constituents (such as gasoline, diesel fuel, oil and hydrocarbons).

b. Licensee has not during any period of use of the Licensed Premises prior to the Effective Date, and shall not during the Term, use, store, discharge, dispose, release, or generate Hazardous Substances on the Licensed Premises. If any time Licensor reasonably believes Licensee is in violation of this provision or Hazardous Substances are detected on the Licensed Premises, Licensee agrees to perform all work necessary to investigate, monitor, cleanup, remove and abate any Hazardous Substances placed, spilled or otherwise released in, on, under or from the Licensed Premises and/or the vicinity of the Licensed Premises as a result of its use and operations thereon to the extent validly required by any governmental authority under applicable law.

c. Licensee shall promptly notify Licensor as it becomes aware of (i) any presence of or release of Hazardous Substances in, on, under or from the Licensed Premises, (ii) any material non-compliance with any applicable environmental laws related in any way to the Licensed Premises, and/or (iii) any notice or other communication relating to (x) the Licensed Premises which it receives from any source whatsoever (including but not limited to a governmental authority) relating in any way to the presence of Hazardous Substances on the Licensed Premises, or remediation thereof, (y) possible liability

of Licensee pursuant to any applicable environmental law with respect to the Licensed Premises, and/or (z) other environmental conditions in connection with the Licensed Premises.

d. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

15. Release; Indemnity; Expenses.

a. Licensee hereby expressly releases, waives, discharges and agrees not to sue Licensor, its officers, directors, trustees, agents, volunteers or employees from any and all claims or demands, obligations and/or causes of action or inaction of any nature whatsoever which it may have against Licensor, its officers, directors, agents, volunteers or employees for any personal injury, property damage, including, but not limited to, any loss of profits, loss of use or data, interruption in business, or for indirect special, incidental or consequential damages of any kind incurred by it arising out of or in any way connected with this Agreement. Licensee acknowledges that neither Licensor, nor any of its officers, directors, trustees, agents, volunteers or employees or any other person introduced to Licensee in connection with this Agreement shall be liable to Licensee for mistakes of judgment or for action or inaction which Licensor or such person or entity believed to be in the best interest of Licensee, or for losses due to such mistakes, action or inaction or due to the negligence, dishonesty or bad faith of Licensor or such person or entity.

b. Licensee shall indemnify, defend and save Licensor harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) resulting from or in any way connected with: (i) Licensee's operation of the Transfer Station on the Licensed Premises; (ii) the use by Licensee and/or Licensee's employees, visitors, contractors, representatives, or any other patrons of the Licensed Premises or any part of the Campus; (iii) Licensee, its officers, employees, contractors, agents and/or other representatives performance of the Agreement terms; (iv) any act, omission, misconduct or negligence of Licensee, its officers, employees, contractors, agents and/or other representatives; (v) Licensee's breach of any of the Agreement terms or the inaccuracy of any of Licensee's representations or warranties; and (vi) any environmental claims arising out of Licensee's operations and use of the Licensed Premises.

c. Licensee shall occupy the Licensed Premises at its own risk. Licensor shall not be liable to Licensee or to those claiming by, through or under Licensee for any damage to the Licensed Premises or Licensee's personal property, or for any injury or damage to persons or property that results from any latent or apparent defect or change of condition in the Licensed Premises, crime, accident, natural disorder, water, or any other cause.

d. Licensee shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred by Licensor in enforcing the terms of this Agreement.

e. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

16. Licensee's Representations and Warranties; Covenants. Licensee hereby covenants with and represents and warrants to Licensor that all necessary proceedings, approval, permits and consents have been duly taken or obtained to authorize the execution, delivery and performance of this Agreement by Licensee.

17. Default/Termination.

a. In the event that Licensee commits any breach, default or violation under or with respect to, or otherwise fails to fully and timely perform or comply with, its duties and obligations, representations and

warranties under this Agreement, then Licensor, at its option, may give Licensee written notice of such breach, default, violation or other failure, and may immediately terminate this Agreement or may give Licensee an option to cure such breach, default, violation or other failure within a cure period specified in such written notice.

b. Licensor may also immediately terminate this Agreement by written notice to Licensee if the Licensor determines that Licensee's Use of the Licensed Premises is in violation of law or Licensor policies and procedures or if safety concerns require such termination or should Licensor no longer have the legal right to allow Licensee to occupy the Licensed Premises.

c. This Agreement may be terminated by Licensor upon thirty (30) days' prior written notice to Licensee for any other reason whatsoever or no reason at all.

d. This Agreement may be terminated by Licensee upon thirty (30) days' prior written notice to Licensor for any other reason whatsoever or no reason at all.

e. Upon termination of this Agreement, Licensee shall cease using, and surrender possession of, the Licensed Premises to Licensor on the date stated in the termination notice (the "Termination Effective Date") and Licensor may, on the Termination Effective Date, and without further notice, or at any time thereafter, reenter the Licensed Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages therefrom, and repossess the Licensed Premises.

f. If Licensee breaches any of the provisions of this Agreement, Licensor shall be entitled to obtain specific performance thereof, and shall be further entitled to obtain any other remedies which it may have at law or in equity.

g. Termination of this Agreement shall not relieve Licensee from duties and obligations incurred pursuant to this Agreement prior to the Termination Effective Date.

18. **Notices.** Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth below by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) hand delivery, or (d) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. A notice given by an attorney representing the party to this Agreement shall be deemed to be given by such party. Addresses for notices are as follows:

a. Any notice to be served upon Licensor shall be served to the following address:

General Counsel
Office of the General Counsel
Florida International University
Modesto Maidique Campus
11200 SW 8th Street, PC 511
Miami, Florida 33199
(305) 348-2103
generalc@fiu.edu

b. Any notice to be served upon Licensee shall be served to the following address:

City of North Miami
Attn: City Manager
776 N.E. 125 Street
North Miami, FL 33161

With a copy to:

City of North Miami
Attn: City Attorney
776 N.E. 125 Street
North Miami, FL 33161

19. **Surrender.** Upon the expiration or earlier termination of this Agreement, Licensee shall surrender and restore the Licensed Premises in and to the same condition as delivered to Licensee as of the Effective Date of this Agreement, which shall include removal of all Yard Trash, and at Licensor's request, Licensee shall remove the fence and controlled lock system, all at Licensee's sole cost and expense.

20. **No Waiver of Rights.** No failure of either party to exercise any right hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's rights to demand exact compliance with the terms hereof.

21. **Governing Law.** The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Agreement, and venue for any actions brought hereunder shall be in the state courts located in Miami-Dade County, Florida.

22. **Compliance with Laws.** Licensee has sole responsibility for its compliance, and agrees to comply, with all laws and regulations pertaining to its operations and to its performance under this Agreement.

23. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties regarding the subject matter contained herein. Any prior or contemporaneous conversations or writings are merged herein. No provision hereof can be waived or amended except by a writing signed by the party against whom enforcement of such waiver or amendment is sought.

24. **Independent Contractor.** This Agreement does not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization. Each party is and shall act as an independent contractor and not as an agent or partner of the other party for any purpose whatsoever, and neither party shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party. Each party agrees not to use the name, trademarks or logos of the other party or the name of the other party's employees, officers, board members or agents in any way, including, but not limited to, in any news release, public announcement, sales promotion, advertising material, application or proposal without that other party's prior express written agreement.

25. **Cooperation; Necessary Acts.** Each of the parties shall execute and deliver all documents, papers, and instruments and perform such other acts as may be necessary or convenient to carry out the terms of this Agreement.

26. **Severability; Invalidity of Any Provision.** Nothing contained in this Agreement shall be construed as to require the commission of an act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail. In such event, and in any case in which any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of a statute, law, ordinance, or regulation, the affected provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and, insofar as possible under the circumstances, to carry out the purposes of this Agreement.

27. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party; provided, however, that the foregoing shall in no event be applicable with respect to the payment of money from Licensee to Licensor.

28. **Construction.** This Agreement has been negotiated by the parties and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. The headings and captions set forth in this Agreement are for convenience or reference only and shall not affect the construction or interpretation herein.

29. **Public Records Law.** Licensee acknowledges that Licensor is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. This Agreement and any related documents and correspondences Licensee submits to Licensor shall become a public record subject to the Florida Public Records Law. This provision shall survive the expiration or earlier termination of this Agreement. This Agreement may be unilaterally canceled by Licensor for refusal by Licensee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and Fla. Stat. Section 1004.22(2) and made or received in conjunction with this Agreement. **IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT recordsmanagement@fiu.edu, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

30. **No Liens or Encumbrances.** Licensee shall not allow any liens or any other encumbrances of any type to be filed against the Licensed Premises or any other areas of the Campus. If any such liens or encumbrances are filed as a result of Licensee's use or activities thereon, Licensee shall, within seven (7) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond or order of a court of competent jurisdiction.

31. **Section Headings.** The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

32. **Effective Date.** The "Effective Date" of this Agreement shall be the date upon which the last party to execute this Agreement has done so, as evidenced by the date noted below its signature.

33. **Conflict of Interest.** Licensee represents that it has no employee, owner, director or officer who has, or whose relative has, a relationship with Licensor, in a manner that will violate the Code of Ethics

for Public Officers and Employees, including, but not limited to, Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6), thereof, by reason of Licensee entering into this Agreement.

34. **Counterparts/Facsimile & Electronic Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronically transmitted signature shall be deemed to constitute an original signature for the purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this License Agreement to be executed by their authorized representatives by signing below.

LICENSOR:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency:
FIU Office of the General Counsel

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

City of North Miami, a Florida municipal Corporation:
"City"

ATTEST:

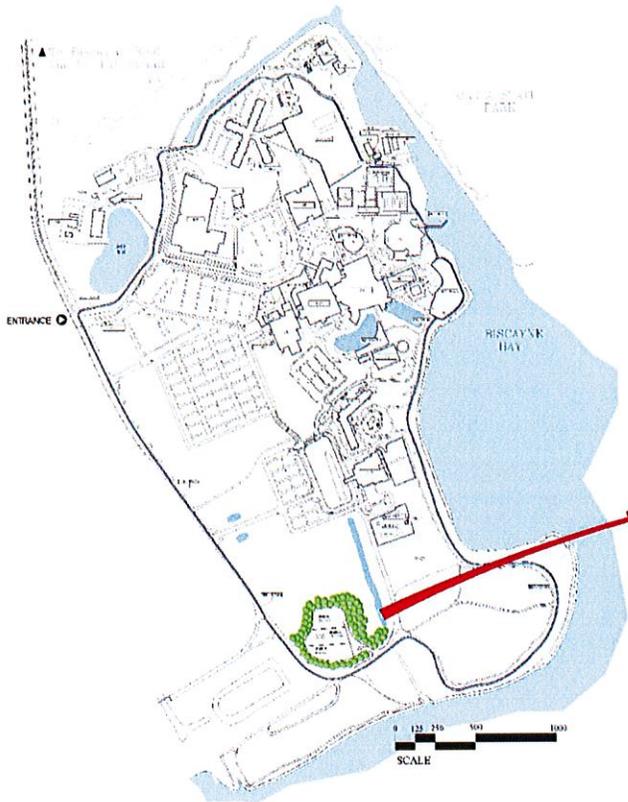
By:  _____
Vanessa Joseph, Esq.
City Clerk

By:  _____
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
Jeff P. H. Cazeau
City Attorney

EXHIBIT A LICENSED PREMISES



LEGEND

ALPHA	BUSINESS NAME
B01	BAR VISTA RESTAURANT
B02	BAR VISTA RESTAURANT
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FTU
FLORIDA TURF UNIVERSITY

SCALE

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BISCAYNE BAY CAMPUS
3000 NE 151 STREET NORTH MIAMI, FL 33161
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

ISSUE 1/1/11

EXHIBIT B
REIMBURSEMENT OF LICENSOR EXPENSES

<u>Phase I ESA:</u> (Lump Sum)	\$ 1,800.00
<u>Drilling/Sampling:</u>	
Drilling/Soil Sampling/Monitoring Well Install	\$ 6,000.00
Sampling Technician –16 hours @ \$65/hour	1,040.00
Expendables (tubing, gloves, turbidity meter, YSI meter)	<u>300.00</u>
Subtotal Drilling/Sampling	\$ 7,340.00
<u>Laboratory Services:</u>	
6 EPA Method 8260 (VOA/VOH) Tests @ \$150/test	\$ 900.00
6 EPA Method 8270 (PAH) Tests @ \$110/test	\$ 660.00
6 EPA Method 6010B (As, Cr, Cu and Pb) Tests @ \$120/test	\$ 720.00
6 EPA Method FL-PRO (TRPH) Soil Tests @ \$90/test	<u>\$ 540.00</u>
Subtotal Lab	\$ 2,820.00
<u>Phase II Data Reduction:</u>	
Project Geologist – 8 hours @ \$75/hour	\$ 600.00
Drafting/Clerical – 6 hours @ \$50/hour	300.00
Principal (Review) – 2 hours @ \$150/hour	<u>\$ 300.00</u>
Phase II Data Reduction	\$ 1,200.00
TOTAL ESTIMATED PHASE I/II	\$ 13,160.0
City of North Miami portion	\$ 4391.49