



**SITE ACCESS AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR
DRAINAGE CANAL MAINTENANCE AT WEST LAKE PARK**

This Site Access Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and City of Hollywood, Florida a Florida municipal corporation (“Licensee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County is the owner of certain real property located at 1200 Sheridan St, Hollywood, Florida 33019, commonly referred to as West Lake Park (the “Park”).

B. Licensee would like to access the park to clear trees and other debris from a drainage canal in the Park.

C. County desires to grant Licensee a license to access certain areas within the Park pursuant to the terms and conditions stated in this Agreement.

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

1. Grant of License for Limited Purpose. County hereby grants Licensee a nonexclusive, revocable license for Licensee and its Subcontractors (as defined in Section 2) to enter the area identified in Exhibit A (the “Property”) for the limited purpose of clearing trees and other debris blocking the drainage canal in the Property (the “Project”), at Licensee’s sole cost and expense, that will include bringing in vehicles and heavy excavation machinery to trim and remove trees in the drainage canal and on the immediate embankments of the canal, removing trash or other debris from the drainage canal, re-grading and resodding any areas of the Property where ruts were left or excavation created uneven surfaces in the turf, and adding sod to areas on the embankment and immediate surrounding areas of the Property where excavation left only dirt surface remaining. Entrance to the Park on weekends is subject to the standard entrance fee. If Licensee requests to perform the Project on a weekend, Licensee may request an entrance fee waiver from the senior manager of the Park in advance, which may be approved in County’s sole discretion. For purposes of administering this Agreement, the Director of Broward County Parks and Recreation, or such other person designated by the Director of Broward County Parks and Recreation in writing, shall serve as County’s contract administrator (“Contract Administrator”).

2. Subcontractors. “Subcontractor(s),” as used in this Agreement, means Southeastern Engineering Contractors, Inc., or any other entity or individual providing services related to the Project at the Property.

3. Termination. If Licensee or any Subcontractor violates any term of this Agreement, County (through the Contract Administrator or their designee) may immediately terminate this Agreement by providing Licensee with verbal notice that is promptly confirmed in writing in

accordance with the “Notices” section of this Agreement. This Agreement may also be terminated for convenience by the Contract Administrator by providing at least fifteen (15) calendar days’ prior written notice of County’s intent to terminate, in accordance with the “Notices” section of this Agreement. If County terminates for any reason, unless the County’s termination notice directs otherwise, Licensee must, prior to the effective termination date restore the Property to the condition it was in prior to the Project.

4. Term. The term of this Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues for a term of six (6) months (the “Initial Term”), unless otherwise terminated as provided in this Agreement or the Project is completed. County, through its Contract Administrator, may renew this Agreement for one (1) additional six (6) month term (the “Extension Term”) by sending notice of renewal to Licensee at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Extension Term, if exercised, are referred to herein as the “Term.”

5. Access to the Property. The Project must be performed during the posted operating hours of the Park. Absent prior written consent from the Contract Administrator, Licensee and any Subcontractors must perform all activities on the Property in a manner that will avoid damage to any vegetation not requiring removal as part of the Project and in a manner that does not interfere with the use of or access to the Park by the public. County has the right to have a County representative present during any Project activities. Licensee must not commit waste upon or to the detriment of the Park and must not at any time leave any personal property, equipment, or machinery in or on the Park when not actively engaged in the Project.

6. Obligation to Restore the Property. If Licensee or any Subcontractor damages the Property or the Park, Licensee must, within fifteen (15) days after notice from the Contract Administrator, and at Licensee's sole cost and expense, promptly and with diligence, fully restore and repair the Property and the Park, as applicable, to the same condition as existed prior to the damage.

7. Permits. Licensee shall procure and obtain, at its sole cost and its sole name, all permits, licenses, and approvals required to conduct the Project at the Property. Licensee is not required to obtain a park permit from County for the Project as described in this Agreement.

8. Release. Licensee shall hold harmless County and all of County’s current, past, and future officers, agents, and employees from for any claims by third parties arising out of or relating to any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee or any Subcontractor, or any of their officers, employees, or agents, arising from, relating to, or in connection with this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Each Party is responsible for personal injury and property damage attributable to the negligent acts or omissions of that Party, its officers, employees, or agents in accordance with Applicable Law (as defined in Section 11). Nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity beyond the waiver provided for in Section 768.28, Florida Statutes, including as may be amended.

9. Indemnification. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement

10. Insurance. Licensee is a municipal corporation subject to Section 768.28, Florida Statutes, and Licensee shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event Licensee contracts with a Subcontractor to work on the Project, Licensee shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each of Subcontractor's exposure based on the work provided by that Subcontractor. Licensee must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Licensee shall not permit any Subcontractor to work on the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, Licensee shall furnish evidence of insurance of all such Subcontractors. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits or types of coverage required therein from time to time throughout the Term.

11. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For Licensee:

Vin Morello
Director, Public Utilities
1621 N. 14th Ave
Hollywood, Florida 33022
Email address: Vmorello@hollywoodfl.org

For County:

Director, Broward County Parks and Recreation Division
950 NW 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

12. Compliance with Laws. Licensee must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. As used in this Agreement, “Applicable Law” means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended.

13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

16. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

17. Independent Contractor. Licensee is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In performing services relating to the Project, neither Licensee

nor its agents shall act as officers, employees, or agents of County. Licensee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

18. Third-Party Beneficiaries. Neither Licensee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

19. Assignments. Any Subcontractor performing services relating to the Project must be expressly identified in this Agreement or otherwise approved in advance and in writing by the County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Licensee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

20. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

21. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Licensee.

22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

24. Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates Applicable Law. Licensee further represents and warrants that execution of this Agreement is within Licensee's legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

25. Contingency Fee. Licensee represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. Warranty of Performance. Licensee represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all the work relating to the Project and that each person and entity that will perform the work is duly qualified to perform such work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such work. Licensee represents and warrants that all work shall be performed in a skillful and respectful manner, and that the quality of the work shall equal or exceed prevailing industry standards for the provision of such services.

27. Breach of Representations. Licensee acknowledges that County is materially relying on the representations, warranties, and certifications of Licensee stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Licensee; and (c) debarment of Licensee.

28. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

29. Use of County Name or Logo. Licensee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

30. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

31. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

32. Verification of Employment Eligibility. Licensee represents that Licensee and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Licensee violates this section, County may immediately terminate this Agreement for cause and Licensee shall be liable for all costs incurred by County due to the termination.

33. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

34. Polystyrene Food Service Articles. Licensee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

35. Prohibited Telecommunications. Licensee represents and certifies that Licensee and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

36. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator's designee, Broward County Parks and Recreation Division Director, authorized to execute same by Board action on the 12th day of March, 2013 (Item #8), and Licensee signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero, County Administrator

____ day of _____, 2023

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

By _____
Amanda Tolbert (Date)
Assistant County Attorney

AMT
10/15/2024
Site Access Agreement – City of Hollywood – Drainage Canal Maintenance
#1126736v2

**SITE ACCESS AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR
DRAINAGE CANAL MAINTENANCE AT WEST LAKE PARK**

LICENSEE

[Company Name]

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2024

EXHIBIT A
PROPERTY DESCRIPTION AND LOCATOR MAP

The Property, as used in this Agreement, is the combined areas shown within the red outline labeled "Project area" on the following map:

