

PARKING LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 7th day of November, 2012, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "Licensor") and, South Broward Hospital District, d/b/a Memorial Healthcare System, (hereinafter "Licensee").

WITNESSETH:

1. Licensor grants to Licensee subject to the terms and conditions hereinafter set forth, the use of Washington Park Parking area located at 5199 Pembroke Road, as more particularly described in Exhibit "A" attached hereto and incorporated by reference to be used by Licensee solely and exclusively for employee parking in 80 parking spaces by Memorial Healthcare System employees, (hereinafter referred to as "the Property."). Licensee shall use the Property Monday through Friday during the hours of 6:00 a.m. through 6:00 p.m.. Such use of the Property excludes parking on the following holidays:

MLK Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and Day After
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

Licensor and the general public shall have the use of the Property from 4:30 p.m. each day as the 80 spaces are vacated by Licensee's employees, as well as on weekends and during the above listed holidays or as Licensee deems necessary.

November 4, 2. This License Agreement is for a three (3) year term which expires on November 4, 2015. Said License Agreement may be renewed for two, three (3) year terms upon mutual agreement of the parties. Licensee shall pay to the Licensor an annual license fee of Twenty-Three Thousand Eight Hundred Fifty-Six Dollars and No Cents (\$23,856.00), which is based on eighty (80) parking spaces at Twenty-Four Dollars and Eighty-Five Cents (\$24.85) per space, per month. Upon the first renewal, the annual license fee will increase by 5% to \$25,048.80 and to \$26,301.24 for the second and final renewal. The annual license fee shall be payable on a quarterly basis and the first quarterly installment shall be due upon the signing of this License Agreement, and each subsequent quarterly payment shall be due at the beginning of each new quarter.



3. The parties hereby agree that Licensee is self-insured pursuant to Section 768.28, Florida Statutes as it relates to tort liability. Licensee shall provide Licensor with documentation evidencing coverage of the applicable Property and resultant uses for property damage in the minimum amount of \$200,000.00.

4. To the extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises for which this License Agreement is entered into, or by the actions of their agents, employees, and/or invitees, and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

5. Licensee shall be responsible and liable for any and all federal, state and local taxes levied as a result of the use of the Property and activities covered by this License Agreement. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this license for which the Licensor may exercise any remedy available to it by law or as provided herein.

6. License shall comply with all City of Hollywood Code of Ordinances and all other applicable state, county and local laws.

7. Licensee shall not construct, install nor maintain any equipment or obstructions upon the Property nor use the Property for anything other than employer parking for its employees.

8. Licensee shall not assign this License Agreement.

9. Licensee shall remove, at its expense, any materials, equipment, vehicles or other encroachments, and shall restore the land to the same condition as existed prior to the maintenance, use, repair, or placement of the Property thereon by Licensee or its predecessors in interest, within thirty (30) days of the expiration or termination of this License Agreement unless a new License Agreement is entered into with Licensor; and if Licensee fails to comply with this condition, Licensor shall have the right to remove such materials, equipment, vehicles or other encroachments without notice, and charges for removal and restoration of the licensed premises shall be a lien upon the property located at 1135 N. 35th Avenue, Hollywood, Florida.



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10. If Licensor at any time shall have need for the Property, or any part thereof, for any public purpose, including but not limited to utility purposes, Community Center needs or for constructing improvements, Licensor may terminate this License Agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address listed below.

11. The breach of any one term of this License Agreement by the Licensee and/or persons under its supervision or control, will be cause for immediate termination of this License Agreement by the Licensor. This License Agreement may be terminated by Licensee upon thirty (30) days written notice. Notice to the Licensee shall be sent by certified mail, return receipt requested, at the address listed below. Notice to Licensor shall be sent by certified mail, return receipt requested to:

As to Licensor: Lorie Mertens-Black, Director
Office of Parking & Intergovernmental Affairs
City of Hollywood
2600 Hollywood Boulevard, West Annex
Hollywood, Florida 33020

With a copy to: City Attorney
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

As to Licensee: Frank V. Sacco
President & CEO
Memorial Healthcare System
3501 Johnson Street
Hollywood, FL 33021

12. This License Agreement shall be binding upon the Licensee's heirs, executors, successors and administrators.

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(PARKING LICENSE AGREEMENT BETWEEN SOUTH BROWARD HOSPITAL
DISTRICT AND CITY OF HOLLYWOOD)

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year
first above written.

ATTEST:

Patricia A. Cerny
PATRICIA A. CERNY MMC, CITY CLERK

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

By: Peter Bober
PETER BOBER, MAYOR

APPROVED AS TO FORM AND
LEGALITY or the use and reliance
of the City of Hollywood, Florida, only.

Jeffrey P. Sheffel *at*
JEFFREY P. SHEFFEL,
CITY ATTORNEY

APPROVED BY:

Cathy Swanson-Rivenbark
CATHY SWANSON-RIVENBARK,
CITY MANAGER OR HER DESIGNEE,
DIRECTOR, OFFICE OF PARKING &
INTERGOVERNMENTAL AFFAIRS

LICENSEE: SOUTH BROWARD
HOSPITAL DISTRICT, d/b/a
MEMORIAL HEALTHCARE SYSTEM

By: Frank V. Sacco
Signature

Print Name: Frank V. Sacco
Title: President + CEO
Date: 1/28/13



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