

TEMPORARY REVOCABLE LICENSE AGREEMENT

THIS TEMPORARY REVOCABLE LICENSE AGREEMENT (this "Agreement") is entered into this 13 day of APRIL, 2018 (the "Effective Date"), by and between the **CITY OF DORAL**, a Florida municipal corporation (the "City"), and **MR. GERARDO GAMBOA & MRS. ANIMARI GAMBOA**, who resides at 7548 NW 98th CT, DORAL, FL 33178 by and through its authorized representatives, including those listed in Exhibit A attached to this agreement ("Licensee"). City and Licensee may be referred to individually as "Party" or collectively as "Parties"

RECITALS

WHEREAS, Licensee has the desire to make improvements to their property which is located adjacent to the Doral Glades Park site (the "Project"); and

WHEREAS, Licensee is requesting the City to allow for reasonable access to the site for the purpose of making these improvements; and

WHEREAS, the City desires to license the use of a limited portion of the Doral Glades Park site to Licensee pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants of the set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Grant of License and Use.** The City grants to Licensee a temporary, revocable license for a certain portion of the Doral Glades Park site generally located on the southern portion of the eastern parcel (the "Premises"). The Premises and such means and ingress and egress incidental to the use of the Premises shall constitute the limited area to which Licensee shall have permission to carry-on its permitted use. The Premises shall exclude, without limitation, other areas of the Doral Glades Park site. The Premises shall not be subject to change without the express written consent of an official from the City administration.

The Licensee shall be entitled to go on to the Premises beginning on APRIL 16, 2018 and ending on APRIL 17, 2018 between the hours of 8:00 am and 5:00pm. ("Permitted Time") All set-up and break-down actions that Licensee may require shall occur within the Permitted Time.

Licensee is hereby authorized to use the Premises for the purposes of making improvements to their property ("Permitted Use"). The City grants Licensee the right to enter onto the Premises during the Permitted Time and to do such tasks related to the Permitted Use. At the conclusion of the Permitted Use, and/or at the end of each day in which the Permitted Use is occurring, Licensee shall either restore the Premises to the same and/or substantially similar condition in which the

Premises was found. The Parties agree that the City administration has authority to make reasonable modifications to the Rules and Regulations, which Licensee shall conform to upon written notice thereof.

2. **Compliance with Laws and Permits.** Licensee agrees to comply with all applicable Federal, State and local laws and with the conditions hereof when exercising any of the privileges granted herein. Licensee is responsible for obtaining all required permits, licenses and approvals required to perform the Permitted Use, and Licensee specifically agrees to obtain all such permits, licenses and approvals from any governing body as required and keep same in full force and effect at all times.

3. **Access.** The City shall grant Licensee, its contractors, its agents, employees, and invitees such access to the Premises as may be needed during the Permitted Time to accomplish the Permitted Use.

4. **Condition of Premises.** Licensee agrees to accept the Premises in "as is" condition and to leave the Premises at the end of each day of the Permitted Time in the same condition as provided to Licensee. Licensee acknowledges it has inspected the Premises and accepts same in its present condition. Licensee shall be responsible, and agrees to pay, for any damage to the Premises that may occur during its use.

5. **Consideration for License.** The City offers this License to Licensee in consideration of the soil testing being conducted for the purposes of evaluating the feasibility of the Project, which would be accomplished by Licensee. No further consideration is required or need be tendered. The Parties acknowledge the sufficiency of the consideration underlying this License Agreement.

6. **Revocable at Will.** Licensee acknowledges and understands that the permission to use the Premises being granted herein is limited to the Permitted Time and Permitted Use and revocable at any time. The City reserves the right to change the date of Licensees use of the Premises and/or modify the scope of the Premises if there is a conflict with a previously approved, emergency and/or necessary City function that is or will be occupying the same area. In the event of emergency circumstances or in the event the City or City Manager finds a threat to the public health or safety is involved, this Agreement may be cancelled by City verbally, effective immediately, followed by prompt written confirmation. In the event of any such change, Licensee may request a different time and/or location to perform the Permitted Use. In the event that City is unable to accommodate such a request, Licensee shall be entitled to a refund of any fees paid to the City, less any expenses incurred by the City. In the event of an accommodation is made, the Licensee shall not be entitled to a refund. The Agreement shall terminate automatically at the expiration of the Permitted Time or pursuant to written notice given hereunder by either Party, effective upon the earlier of receipt or three days after transmittal by sender

7. **Insurance.** To the extent that Licensee is performing construction or other services on his/her/their/its property as facilitated by a licensed contractor(s) and/or service provider(s), Licensee shall furnish insurance certificates from such contractor(s) and/or service provider(s) indicating satisfactory insurance coverage at its sole cost and expense and maintain in full force and effect during the Permitted Time with City, policies of insurance of the type and in the minimum amounts stated below. Such policy(s) shall be issued by an insurer of recognized

responsibility and rated no less than "A-" by the A.M. Best Company or similar insurance rating firm. Such policy(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and will provide that the City shall be given thirty (30) days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof. Prior to the execution of any Agreement with City, Licensee shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Doral, its employees, directors, officers, agents, and successors and assigns, and other authorized representatives as additional or named insured. The certificate shall show a waiver of subrogation and hold harmless agreement in favor of the City, its employees, directors, officers, agents, and successors and assigns, and other authorized representatives. The following minimum insurance coverage is required:

A. Commercial General Liability (Primary & Non Contributory)

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Adv. Injury Liability	\$1,000,000
Products/Completed Operations	\$1,000,000

Endorsements Required

City of Doral listed as an additional insured
 Primary Insurance Clause Endorsement
 Contingent & Contractual Liability
 Premises and Operations Liability

B. Automobile Liability (If Applicable) \$300,000

Owned or Scheduled Autos, including
 Hired and Non Owned Auto Exposures
 City of Doral listed as an additional insured

C. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability - Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident
 \$100,000 for bodily injury caused by disease, each employee
 \$500,000 for bodily injury caused by disease, policy limit

8. Indemnity. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims,

expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the Licensee's use of the Premises and performance of this Agreement, which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of Licensee, its employees, agents, and/or contractors. Licensee expressly agrees to indemnify, defend, and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of provider to the extent same is covered by payments under workers' compensation or similar laws. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes. This indemnification shall survive the cancellation or expiration of the Agreement.

9. **Risk of Loss.** In no event shall the City be liable or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Licensee, its officers, agents, employees, invitees, or patrons, resulting from, or in connection with the performance, or non-performance of the provisions of this Agreement, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or damage to the premises from any peril whatsoever, and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the premises, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, the City will not be held liable for any act of negligence by any user of the Premises, or any occupants, or any person whomsoever, whether such damage, or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

10. **Security.** Licensee shall ensure appropriate security and safety measures are provided in the area of the Premises to ensure the safety of its employees, agents and that of third parties, including, without limitation, the presence of a City of Doral Law Enforcement Officer, if requested by the City.

11. **Non-Interference.** During its use hereunder and during the conduct of its business in the area, Licensee agrees to make all reasonable efforts to minimize interference with the business of City. Licensee shall not block or otherwise obstruct the public vehicular or pedestrian traffic in the area of City Hall in any way; nor shall Licensee provide or allow any impediment to free passage in or near the Premises. Licensee shall take reasonable measures so as to prevent or minimize Licensee's impact on traffic volume and congestion.

12. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this agreement.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership or any other similar arrangement between City and Licensee. Nothing in this Agreement will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

15. **No Assignment.** Neither this License nor this Agreement is assignable by Licensee without City's express written approval, which may be withheld for any reason. Licensee may engage subcontractors to perform part or all of the Permitted Uses, provided Licensee remains at all times obligated hereunder.

16. **Review of Agreement.** Licensee has had an opportunity for review of this Agreement by counsel for Licensee and is in agreement with the foregoing terms and provisions.

17. **Public Records.** Licensee acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Licensee agrees to maintain public records in Licensee's possession or control in connection with Licensee's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Licensee shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Licensee, whether finished or unfinished, shall become the property of City and shall be delivered by Licensee to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Licensee shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Licensee shall be withheld until all documents are received as provided herein. Licensee's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

18. **Notices.** Notices hereunder shall be provided as follows:

For City: Edward Rojas
City Manager

City of Doral
8401 Northwest 53rd Terrace
Doral, FL 33166

Copy to:

Daniel A. Espino, Esq.
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134
Telephone: 954-763-4242
Facsimile: 954-764-7700

For Licensee:


Mr. Gerardo Gamboa & Mrs. Anmari Gamboa
7548 NW 98th Court
Doral, FL 33178

19. **Review of Agreement.** Licensee has had an opportunity for review of this Agreement by counsel for Licensee and is in agreement with the foregoing terms and provisions.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between City and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

21. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

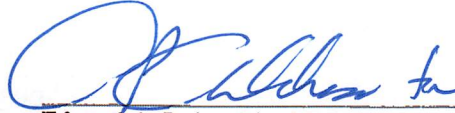
IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 13 day of APRIL, 2018.

ATTEST:




Connie Diaz, City Clerk

CITY OF DORAL



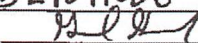
Edward A. Rojas, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE
USE OF THE CITY OF DORAL:



Weiss, Serota, Helfman, Cole, & Bierman, P.L.

LICENSEE:

By: GERARDO GAMBOA.
Name: 
Title: Home owner.

