

MEMORANDUM

Agenda Item No. 8(J)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a License Agreement between Miami-Dade County (as licensee) and Florida Power and Light Company (as licensor), with an estimated fiscal impact of \$180,000.00 over the five-year term of the license agreement; and authorizing the County Mayor to exercise any cancellation, renewal, termination, and other County rights conferred therein

Resolution No. R-585-24

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving and Authorizing the Execution of the License Agreement
Between Miami-Dade County and Florida Power and Light Company

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners ("Board") to approve and execute the license agreement with Florida Power and Light Company ("FPL") for the placement, operation, and maintenance of rooftop-mounted security surveillance equipment at the FPL Miami Beach substation location needed to maintain and enhance security at PortMiami.

Miami-Dade County ("County") had a previous license agreement with FPL for the same equipment, which expired on April 30, 2024. Since such expiration, FPL has allowed the Seaport Department ("Seaport") to continue operating and maintaining its surveillance equipment at the respective location without interruption of service until such time as the parties could approve a new license agreement. Accordingly, this recommended new license agreement will commence on May 1, 2024, at a rate of \$3,000.00 per month until April 30, 2029, with extensions allowed by a mutual written agreement of both parties. The fiscal impact totals \$180,000.00 for a five-year term, and is budgeted from the Seaport's operating revenue.

Recommendation

It is recommended that the Board approve the accompanying Resolution approving and authorizing the execution of the License Agreement between FPL and the County; and authorizing the County Mayor or County Mayor's designee to exercise any County renewal, cancellation, or other rights conferred therein.

Scope

PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of this agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Fiscal Impact/Funding Source

The five-year term of the license agreement with FPL will have an estimated total fiscal impact to the Seaport Department in the amount of \$180,000.00, based on a monthly rate of \$3,000.00. Funding for this agreement will derive from the Seaport's operating revenue.

Background

In September of 2003, the County received a Port Security Grant of \$657,00.00 from the Office for Domestic Preparedness for the first phase of a Waterside Surveillance System for PortMiami. The Waterside Surveillance System provides real-time situational awareness of the waterside, enabling the detection of unauthorized watercraft and/or intruders accessing restricted areas of PortMiami's perimeter or approaching docked vessels. In 2016, the County's Seaport Department received additional grant funds to upgrade the hardware and software of the system. This system consists of five sites, one of which is hosted at the FPL Miami Beach Substation, for coverage of the northeast portion of PortMiami.

If approved, this new license agreement will commence on May 1, 2024, and will be for a period of 5 years. Either party has the right to terminate the agreement with ninety (90) days written notice.

Track Record/Monitor

The County staff members responsible for monitoring the License Agreement are Luis Ibarra, ITD Network Manager, and Raysa Samper, Seaport Property Manager.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no delegated authorities beyond those specified in the resolution, which include the authority for the County Mayor or County Mayor's designee to execute the FPL license agreement and to exercise any County renewal, cancellation, or other rights conferred therein.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
7-2-24

RESOLUTION NO. R-585-24

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY (AS LICENSEE) AND FLORIDA POWER AND LIGHT COMPANY (AS LICENSOR), WITH AN ESTIMATED FISCAL IMPACT OF \$180,000.00 OVER THE FIVE-YEAR TERM OF THE LICENSE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION, RENEWAL, TERMINATION, AND OTHER COUNTY RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital clause as if fully set forth herein.

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to execute the License Agreement between Miami-Dade County (as licensee) and Florida Power and Light Company (as licensor), in substantially the form attached hereto and made a part hereof, and to exercise any cancellation, renewal, termination, and other County rights conferred therein.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Christian Fernandez-Andes

LICENSE AGREEMENT
(FPL License #0324-SD-2009)

THIS LICENSE AGREEMENT ("License") is made this ____ day of _____, 20____ ("**Effective Date**") by and between Florida Power & Light Company, a Florida corporation ("**Licensor**"), whose mailing address is 700 Universe Blvd., B2A/JB, Juno Beach, Florida 33408-0420, and Miami-Dade County, a political subdivision of the State of Florida, ("**Licensee**"), whose mailing address is Seaport Department, 1015 N. America Way, Office of Information Systems, 2nd Floor, Miami, Florida 33132.

WITNESSETH

WHEREAS, Licensor is the owner in fee simple of that certain real property located in Miami-Dade County, Florida, more particularly shown and described on **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by this reference ("**Licensed Premises**"); and

WHEREAS, Licensee desires to occupy and use the Licensed Premises as stated herein and Licensor desires to allow such occupancy and use of the Licensed Premises upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants, agreements and promises contained in this License, the License Fee hereafter set forth and described, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows

TERMS, CONDITIONS, AND PROVISIONS

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference.
2. **Use**. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a non-exclusive license to occupy and use the Licensed Premises solely for the purposes of installing, maintaining and operating a security camera and radar system, but not for any other purpose whatsoever, upon the terms and conditions set forth in this License. Licensee shall obtain at its sole cost and expense, all applicable federal, state, and local permits required in connection with Licensee's allowed use of the Licensed Premises and provide copies of each such permit to Licensor.
3. **Term**. This License is for a term of five (5) years commencing on the 1st day of May, 2024 and ending on the 30th day of April, 2029 ("**Term**"), unless earlier terminated as provided by this License, or otherwise extended by mutual written agreement of Licensor and Licensee.
4. **License Fee**. During the Term, Licensee shall pay Licensor the sum set forth below plus any applicable sales tax ("**License Fee**"), in lawful currency of the United States of America in the form of a regular bank check, cashier's check or money order. The first month's License Fee shall be due upon the Effective Date of this License; and thereafter, the License Fee shall be due on or before the first (1st) day of each and every month during the Term. Installment payments shall be mailed to the following address and shall correspond to the following "Fee Due / Payment Amount" schedule:

FPL
General Mail Facility
Miami, Florida 33188-0001

<u>Fee Due Date</u>	/	<u>Payment Amount</u>
May 1 st , 2024 – April 30 th , 2029		\$3,000/ per month

5. **Licensor's Rights.** Licensee agrees to never claim any interest or estate of any kind or extent whatsoever to or in the Licensed Premises by virtue of this License or the occupancy or use hereunder. Licensee's use of the Licensed Premises shall always be subordinate to Licensor's rights to and in the Licensed Premises. Licensor hereby reserves the right to enter upon the Licensed Premises at any time and for any purposes and Licensee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees accordingly. Licensor, its employees and contractors are not and shall not be responsible or liable for any injury, damage or loss to Licensee resulting from Licensor's use and/or Licensee's use of the Licensed Premises. Licensor may at its sole discretion, install and/or permit others to install facilities upon, over and/or under the surface of the Licensed Premises at any time and from time to time during the Term.

6. **Conditions and Restrictions on Use.**

(a) Licensee shall, at its sole cost and expense, comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the Licensed Premises or use of the Licensed Premises. Licensee shall employ agricultural and other land management practices standard in the county and/or counties in which the Licensed Premises is located according to the purpose for which this License is granted and for the protection of the Licensed Premises. Licensee shall not designate or use the Licensed Premises to satisfy or comply with any minimum required parking code. Licensee shall not within the Licensed Premises, construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement without the prior written consent of Licensor. All work to be performed by Licensee upon the Licensed Premises shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Licensor for Licensor's prior written approval thereof. Licensee shall not commence any work on the Licensed Premises unless and until such plans and specifications have been approved in writing by Licensor. Licensee shall pay directly on its own behalf for all costs and expenses associated with the construction and maintenance of all improvements and facilities that it constructs, operates and maintains upon the Licensed Premises. All fences, gates, lighting systems and irrigation systems installed by Licensee shall be electrically grounded according to Licensor's specifications. Licensee shall not cause or allow any waste of the Licensed Premises and shall not remove soil, import soil or alter the existing surface elevation of the Licensed Premises without first obtaining Licensor's prior written consent, which Licensor may grant or withhold in its sole discretion. Licensee shall pay for all utility and other services furnished to or for Licensee upon the Licensed Premises. Licensee shall remove trash, rodents, insects and vermin from the Licensed Premises as necessary.

(b) Licensee shall not use the Licensed Premises in any manner which, in the sole opinion of Licensor, might interfere with Licensor's use of the Licensed Premises or might cause a hazardous condition to exist. Licensee acknowledges that electrical equipment and appurtenances including, but not limited to, utility poles, overhead and underground wires, cables, conduits, circuits, insulators, transformers, guy wires and guy wire anchors (collectively "**Licensor Facilities**"), are installed or may be installed over, upon and under the surface of the Licensed Premises by Licensor and/or by others and are conductors of high-voltage electricity. Licensee understands that contact with or disturbance of any of these Licensor Facilities may cause a condition hazardous to persons and/or property. Licensee shall exercise extraordinary precautions to prevent injury or damage to persons and/or property that could result from contact with or disturbance of Licensor Facilities. Licensee shall notify its employees, agents, contractors, subcontractors, licensees and invitees of the existence of Licensor Facilities when working in the vicinity of Licensor Facilities.

(c) Licensee shall not install any improvements within twenty-five (25) feet of Licensor Facilities, unless Licensee first obtains prior written approval from Licensor. Licensee shall not cause or allow anything to exceed fourteen (14) feet in height above the surface of the Licensed Premises, nor allow any equipment capable of extending greater than fourteen (14) feet above the surface of the Licensed Premises to be brought upon the Licensed Premises, except that this provision shall not apply to equipment and items brought onto the Licensed Premises by Licensor or Licensor's employees, agents, and contractors. Licensee shall utilize effective dust control measures to prevent contamination of high-voltage circuit insulators. In each and every location where an electrical circuit exists above the ground surface of the Licensed Premises, Licensee shall not allow to be planted or rooted in the ground within less than fifty (50) lateral feet of such circuit, any type of vegetation that is capable of growing to a height of fourteen (14) feet or more above the ground surface. Licensee may, anywhere upon the Licensed Premises, grow any type of vegetation that is planted and rooted in a pot or container where the volume capacity of the pot or container does not exceed twenty-five (25) gallons and where no part of the pot or container exists below the surface of the ground that touches the pot or container. Vegetation planted and rooted in a pot or container shall not be allowed at any time to exceed a height of fourteen (14) feet above the ground surface of the

Licensed Premises. Licensors shall have the right, but no form of obligation, to inspect the Licensed Premises to determine if Licensee is in compliance with all terms, conditions and provisions of this License.

7. Environmental.

(a) Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed upon, under, transported across, or stored upon the Licensed Premises, which restricts, impairs, interferes with, or hinders the use of the Licensed Premises by Licensors or the exercise by Licensors of any of its rights thereto.

(b) After the Effective Date, Licensee may perform a Phase I and/or Phase II environmental site assessment as per ASTM criteria to investigate the existing environmental condition of the Licensed Premises that is the subject of this License. The performance or the failure to perform an environmental site assessment does not relieve the Licensee from compliance with any other provision of this section of this License. Licensee shall maintain copies of any local, state or federal permits, licenses or other authorizations required for any and all of its activities on the Licensed Premises and present copies of such permits, licenses or other authorizations to Licensors and to any local, state and federal governmental agency official that requests to see the same.

(c) Licensee shall not create or contribute to any Environmental Contamination, Unauthorized or Unpermitted Wetland Impacts, Unpermitted Groundwater Wells, Illegal Use of Ground or Surface Waters or any Other Environmental Impacts (individually and collectively referred to as "**Environmental Conditions**") as a result of its use of the Licensed Premises.

(1) Environmental Contamination is defined as any spillage or discharge of any chemical constituent by the Licensee to the environment that results in any pollution, seepage or contamination of the groundwater, surface water, soil, or any other environmental media, on or from the Licensed Premises, above the federal, state or local regulatory levels; including: (i) for groundwater: Chapters 62-777, Table I, 62-520, or 62-550 of the Florida Administrative Code ("**FAC**"); (ii) for surface waters: Chapters 62-777, Table I, or 62-302 of the FAC; and (iii) for soils: Chapters 62-777, FAC, Table II; or above natural background levels.

(2) Wetland Impacts are defined as activities impacting areas defined as "**wetland**" under the following: (i) federal law (for example, Section 404 of the Clean Water Act); (ii) federal rules (for example, current approved Army Corps of Engineers ("**ACOE**") Delineation Manual); (iii) federal guidance; (iv) state law (for example, Section 373.019(22), Florida Statutes); (v) state rules (for example, Chapter 62-340, FAC); (vi) state guidance; (vii) case law as formulated that further explains wetland jurisdictional criteria; (viii) local law (for example, county ordinances); (ix) local guidance; or (x) local policy. Unauthorized or Unpermitted Wetland Impacts shall mean the failure to obtain all required federal, state and local permits to impact the wetland or undertaking any action or activity in violation of any such permits. Some examples of permits needed to impact the wetland are the county environmental resources management permits, the State of Florida Department of Environmental Protection or Water Management district permits, and the Federal ACOE permits.

(3) Unpermitted Groundwater Wells means the installation or the use of an existing groundwater well without obtaining the appropriate state and local permits for the well installation and/or well pumping for use of groundwater or surface water in the area.

(4) Illegal Use of Ground or Surface Waters means the withdrawal or use of either ground water or surface water without obtaining any required consumptive use or water use permits from the South Florida Water Management District ("**SFWMD**") or in violation of any consumptive use or water use permit issued by the SFWMD.

(5) Other Environmental Impacts, include, but are not limited to: failure to apply pesticides consistent with labeling instructions; failure to dispose of pesticide containers as per label instructions; failure to have licensed and trained personnel applying pesticides; failure to properly manage pesticide mix/load sites to avoid pesticide release to soils or surface waters in quantities or concentrations other than that specified on the label application instructions; or any violations of Federal Insecticide, Fungicide, and Rodenticide Act, or its state law equivalent; or any violations of the Florida Department of Agriculture and Consumer Services rules or Best Management Practices for the activities contemplated by this License.

(d) If the Licensee causes any Environmental Conditions to occur because of the performance of activities contemplated by this License, Licensee shall notify Licensors immediately upon discovery. Licensee acknowledges that the failure to deliver such notification may cause Licensors to file a damage claim against Licensee and confers to Licensors the right to terminate this License as set forth below in Section 9. Within seventy-two (72) hours of discovering such Environmental Conditions, Licensee shall, at its sole cost and expense, correct such condition or situation; provided that the Licensors retain the right to enter upon the Licensed Premises and correct any such condition or situation at any time. Any release notifications required to be submitted to federal, state or local regulatory agencies, because of the actions of Licensee pursuant to this License or any other notifications based on Environmental Conditions, shall be coordinated with Licensors.

(e) If Licensee, or its employees, contractors, subcontractors or anyone else working at the direction of Licensee causes Environmental Conditions on the Licensed Premises, or causes contamination that originates on the Licensed Premises, Licensee, on its own behalf and on behalf of its shareholders, officers, directors, employees, servants, agents, and affiliates, shall and hereby does forever hold harmless, indemnify, and release Licensors, and its shareholders, officers, directors, employees, servants, agents and affiliates (collectively, "**Licensors Entities**") of and from all claims, demands, costs, loss of services, compensation, actions or investigations on account of or in any way growing out of the Environmental Conditions, and from any and all known and unknown, foreseen and unforeseen damages, and the consequences thereof, resulting from the Environmental Conditions, including but not limited to, restoration of the Licensed Premises to the condition it existing prior to the occurrence of the Environmental Conditions.

8. **Right to Cure.** Licensors, at its sole discretion, may remove or cause to be removed by it or by its employees, agents, contractors, subcontractors, licensees, and invitees, any and all objects, materials, debris, or structures that could create a condition hazardous to persons or property or interfere with Licensors's use of the Licensed Premises or with Licensors Facilities. All costs incurred and/or expended by Licensors pursuant to this section which are caused by Licensee, its employees, agents, contractors, subcontractors, licensees, and invitees, are and shall be the sole obligation of Licensee, who shall reimburse Licensors immediately upon demand. If any of Licensee's activities or Licensee's use of the Licensed Premises results in an interruption of electric utility service, then Licensee shall reimburse Licensors for all costs related to each such interruption, including, but not limited to Licensors's lost revenue and costs to restore electric utility service.

9. **Termination.** Licensors may terminate this License at any time and for any reason or no reason upon giving Licensee at least ninety (90) days prior written notice of such termination and in such case, Licensors shall refund to Licensee, any advance License Fee paid by Licensee to Licensors for the period of time, if any, that Licensee is unable to use the Licensed Premises due to Licensors's early termination of the Term. Licensee may terminate this License at any time and for any reason or no reason by giving Licensors at least ninety (90) days prior written notice of such termination; however, in such case, Licensee shall not be entitled to a refund of any advance License Fee paid or any Licensee Fee due and payable for any period of time that Licensee does not actually use or is unable to use the Licensed Premises as a result of Licensee's early termination of this License. Licensors may immediately terminate this License at any time if Licensors, in its sole discretion, determines that Licensee and/or its employees, agents, contractors, subcontractors, licensees, or invitees have violated and/or failed to comply with any term, condition or provision of this License, and in such event, any advance License Fee and/or other payments paid by Licensee to Licensors or due and payable to Licensors hereunder shall be retained by Licensors as liquidated damages, it being understood and agreed that the damages incurred by Licensors if Licensee fails to perform hereunder may not be ascertained with mathematical precision as of the Effective Date. This License shall terminate automatically upon the death or dissolution of the Licensee or if Licensee shall become insolvent or bankrupt.

10. **Surrender.** Upon expiration or earlier termination of this License, Licensee shall vacate and leave the Licensed Premises in as good a condition as existed prior to the Effective Date. No later than five (5) calendar days following the date upon which this License expires or terminates, Licensee shall remove all personal property and improvements placed upon the Licensed Premises by Licensee and shall repair and restore and save Licensors harmless from all damage caused by such removal. If any or all such personal property and improvements placed upon the Licensed Premises by Licensee is not so removed by Licensee within the above prescribed five (5) day time period, then Licensors shall have the right, but not the obligation, to take possession of and appropriate unto itself, without any payment or offset thereof, any personal property and improvements placed upon the Licensed Premises by Licensee or any other entity acting on behalf of Licensee. Licensors shall

have the right, but not the obligation, to effect removal of such personal property, improvements and items at Licensee's sole cost and expense, the amount of which Licensee agrees to reimburse to Licensor immediately upon Licensor's demand.

11. No Encumbrances. Licensee expressly covenants and agrees that the Licensed Premises shall not be subject to any encumbrance by any mortgage, lien, financial instrument or other agreement outside of or in addition to this License, nor shall the Licensed Premises be liable to satisfy any indebtedness that may result from Licensee's operation or activity.

12. Indemnity. Subject to Section 768.28, Florida Statutes, Licensee shall exercise its privileges herein at its sole risk and agrees to indemnify and save harmless Licensor and Licensor Entities, from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by Licensor Entities, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of Licensor Entities, arising from or in connection with the use of the Licensed Premises by Licensee, and its employees, agents, contractors, subcontractors, licensees, and invitees. Licensee agrees to defend, at its sole cost and expense, but at no cost and expense to Licensor Entities, any and all suits or actions instituted against Licensor Entities for the imposition of such liability, loss, cost, and expense arising from the use of the Licensed Premises by Licensee and its employees, agents, contractors, subcontractors, licensees, and invitees.

13. Insurance. Licensee shall at all times during the entire term of this License, maintain a self-insurance program in compliance with all applicable laws, including, but not limited to Section 768.28 Florida Statutes and such coverage shall extend to and provide protection for any and all claims arising out of or in connection with Licensee's occupancy and use of Company's Land. In addition to the aforementioned coverage, Company also maintains at its own expense, general liability insurance coverage for personal injury and property damage arising out of or in connection with Licensee's occupancy and use of Company's Land; however, such additional coverage shall not be deemed to relinquish Licensee from its duty and obligation to comply with any and all terms, conditions or provisions as set forth in Section 16, and all other parts of this License.

14. No Transfer. Licensee shall not, without the prior written consent of Licensor, allow any other entity or party to occupy or use the Licensed Premises or in any way transfer, assign, lease, sublease, license, sublicense or in any other manner, convey this License to any entity or party not specifically named herein by Licensor as a party to this License. Licensee shall not hypothecate this License, nor enter into any license, concession agreement, mortgage, contract or other agreement which conflicts with or is contradictory to the terms and provisions of this License.

15. Holding Over. If Licensee continues to occupy and/or use the Licensed Premises, or any part thereof, after the expiration or earlier termination of this License, then no tenancy, ownership or other legal interest in the Licensed Premises to the benefit of Licensee shall result therefrom, but such holding over shall be an unlawful detainer and all parties occupying and/or using the Licensed Premises shall be subject to immediate eviction and removal, and Licensee shall upon demand pay to Licensor, as liquidated damages, a sum equal to double the rate of the License Fee as set forth above in Section 4 for and during any and all period(s) which Licensee and/or its employees, agents, contractors, subcontractors, licensees, and invitees fail to vacate the Licensed Premises after the date upon which this License becomes expired or terminated.

16. Waiver of Jury Trial. LICENSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT(S) IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, OR ARISING FROM, UNDER, OR IN CONNECTION WITH THIS LICENSE, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF LICENSEE.

17. Attorneys' Fees. In the event of any litigation arising between the parties under this License, the prevailing party shall be entitled to reasonable attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this License coextensively with other surviving provisions of this License.

18. Applicable Law and Venue. This License, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Florida. All legal matters arising out of, or in connection with this License are and shall be subject to a court of competent jurisdiction within the State of

Florida. The parties agree that jurisdiction to adjudicate any case or controversy involving this License shall exclusively be in the state courts located in County wherein the Licensed Premises is located. If any term, condition or provision, or any part thereof, is found by a Florida court to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this License.

19. Time and Entire Agreement: Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Licensor and Licensee. This instrument constitutes the entire agreement between the parties hereto and relative to the License, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this License must be in writing and executed by both Licensor and Licensee in order to be deemed valid and enforceable. If Licensor fails or elects to not enforce Licensee's breach of any term, condition or provision of this License, then Licensor's failure or election to not enforce Licensee's breach shall not be deemed a waiver of Licensor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this License.

20. Notices. All notices associated with and related to this License shall be deemed to have been served upon the date and time received by Licensor or Licensee at the addresses set forth in the Preamble by: government postal service, private delivery service or by electronic email. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

21. Headings and Gender. All headings in this License are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this License. In construing this License, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

22. Construction. This License shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially in the negotiation and preparation of this License, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits, schedules, addendums or amendments hereto.

23. Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, Licensors and Licensee have caused this License to be executed as of the Effective Date.

Witnesses for Licensors:

Signature: [Signature]
Print Name: Lisa Devaney
Address: 700 Universe Boulevard
Juno Beach, Florida 33408

Signature: [Signature]
Print Name: Brandon Kessler
Address: 700 Universe Boulevard
Juno Beach, Florida 33408

Licensors:

Florida Power & Light Company,
a Florida corporation

By: [Signature]
Print Name: Meier G. Wise
Its: Director Corporate Real Estate

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization this 15 day of May, 2024, by
Meier G. Wise as Director Corp Real Estate of Florida
Power & Light Company, on behalf of the company, who [] is personally known or [] has produced
as identification.

[NOTARIAL SEAL]



Notary: [Signature]
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

Witnesses for Licensee:

Licensee:

Miami-Dade County,
a political subdivision of the State of Florida,
by resolution of its Board of County Commissioners

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Its: Deputy Clerk

Approved by County Attorney as to form and legal
sufficiency:

By: _____
Name: _____
Its: County Attorney