

**ALACHUA COUNTY LICENSE AGREEMENT WITH
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

This LICENSE AGREEMENT (this "Agreement") is entered into by and between Alachua County, a political subdivision of the state of Florida ("County"), whose address is 12 SE 1 St., Gainesville, Florida, 32601, and the Florida Department of Agriculture and Consumer Services, an agency of the state of Florida ("Licensee"), whose address is 407 S. Calhoun St., Tallahassee, Florida 32399, collectively the "parties".

WHEREAS, the County is the owner of the property known as the Alachua County Agricultural and Equestrian Center located at 23100 W. Newberry Road, Newberry, Alachua County, Florida 32669 (referred to herein as the "Center" or the "Agricultural Center"); and

WHEREAS, the Licensee has requested use of a portion of the Center for construction and placement of a pole barn to be utilized by the Florida Department of Agriculture and Consumer Services ("DACs") to house emergency response equipment; and

WHEREAS, such use of a portion of the Center property by the Licensee serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is mutually acknowledged, the County and the Licensee agree as follow:

ARTICLE 1 – PREMISES; AGRICULTURE CENTER

- A. The County does hereby grant to Licensee a revocable license to enter and use an approximately 3,000 square foot portion of the real property known as the Center, as described on EXHIBIT "A" attached hereto (the "Premise"), during the term of this Agreement.
- B. The County authorizes Licensee to cause a 50'x60' pre-engineered pole barn ("Facility") to be fabricated and installed on the Premises at the expense of the Licensee. During the term of this Agreement, the Licensee shall own and be solely responsible for the Facility. Licensee may use the Facility for the purposes of providing storage and protection for Licensee's SART emergency response equipment. Licensee shall not use the Premise for any other use without the prior consent of the County's Manager. County shall not be responsible for the security, maintenance, or repair of any equipment stored on the Premises. Upon termination of this Agreement, Licensee shall either (i) dismantle the Facility and restore the Premises to the same condition as existed on the date hereof, ordinary wear and tear excepted, or, if agreed by both parties in writing on or before such termination, (ii) leave the Facility as-is whereupon ownership thereof will pass to the County in "as is, where is, with all faults" condition.
- C. The County will cooperate and assist the Licensee in the event a City of Newberry, Site and Development Plan Approval Application and any other permit applications requiring the County's signature for the Facility is required, if applicable. A copy of any such permits signed by the Licensee will promptly be forwarded to the Lessor. Any necessary permits, permit application fees, licenses, and any other fees associated with the Facility will be paid by the Licensee. Licensee shall provide the County with plans or specifications of or for the Facility and obtain written consent of the Alachua County Manager or designee prior to construction or installation of the Facility. Said consent will not be unreasonably withheld. Licensee shall ensure that construction or installation of the Facility shall be properly designed, structurally sound, safe and in compliance with all federal, state and local laws, codes, rules, regulations, and ordinances.

- D. The County authorizes Licensee to use the Agriculture Center for the purpose of accessing the Premises, constructing the Facility, and parking for the Facility.
- E. The parties acknowledges that no rental payments are due hereunder.

ARTICLE 2 - OBLIGATIONS OF THE COUNTY

The County agrees as follows:

- A. The County shall pay any real estate, property, state and/or local taxes, if applicable, to the Premises which become payable during the term of this Agreement.
- B. The County shall pay any water and storm water charges, if applicable, to the Premises which may become payable during the term of this Agreement.
- C. Licensee shall have at all times the right of ingress to and egress from the Premises. To ensure this right, the County shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural or man-made.

ARTICLE 3 – OBLIGATIONS OF LICENSEE

The Licensee agrees as follows:

- A. Licensee shall maintain the Facility in a safe and neat and orderly condition. Licensee shall properly dispose of all trash, waste oil, fuel, solvents, cleaning supplies, and other waste materials located at the Premises. At no time will Licensee dispose of waste fuel on the ground of any portion of the Agriculture Center. Licensee shall not store any property outside of the Premises.
- B. Licensee shall follow all security rules and regulations provided to by the County with 30 days prior written notice thereof. Licensee shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local government agency having jurisdiction over the Premises.
- C. Licensee shall promptly notify the County either in writing or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, fires, vandalism or damages to the Facility, Premise and the Center. Should an employee or invitee of Licensee suffer injury or damage to its person or property, Licensee will notify the County within a reasonable time of the observance or occurrence of such injury or damage.

ARTICLE 4 - INDEMNIFICATION

To the extent permitted by law, Licensee shall indemnify and hold the County, its employees and agents harmless from and against any and all liability for claims, fines and physical damage to property or injury or deaths to persons arising from or resulting out of Licensee's use of the Premises and the Center. The County shall not be held responsible and shall not be required to pay Licensee or any of Licensee's representatives, agents or members or invitees for any equipment, materials, personal property or any other items kept in the Premise and around and in the Facility that become lost, damaged, stolen, removed or any other cause for loss. The Licensee agrees to hold the County harmless for such claims.

ARTICLE 5 - CONDITION OF PREMISES:

As of the date hereof, Licensee accepts the Premises in its present condition without any liability or obligation on the part of the County to change or alter the present condition of the Premises.

ARTICLE 6 - INSURANCE

Licensee is provided self-insurance through the State Risk Management Trust Fund for property claims pursuant to Chapter 284, Part I, Florida Statutes ("F.S."), including coverage against loss from fire, lightning, sinkholes, and other hazards customarily insured by extended coverage. Licensee is provided further self-insurance for casualty claims pursuant to Chapter 284, Part II, F.S., including general liability (e.g., personal injury, premises and operations), automobile liability, and court-awarded attorney fees coverage.

ARTICLE 7 – TERM AND TERMINATION

This Agreement shall remain indefinite until terminated by either party. Either party shall have the right, with or without cause, to terminate the Agreement by giving ninety (90) days prior written notice to the other.

In the event the Premise or Facility is destroyed by fire, storm or other casualty, this Agreement shall be automatically terminated. In the event the Premise or Facility is damaged by fire, storm, or other casualty, either of the parties may cancel this Agreement by giving written notice to the other party of its intention to terminate and the date of termination will be as provided in the written notice. If the Premise or Facility is partially damaged and if such partial loss or damage shall, in the judgment of either party, render the Facility inexpedient or impractical to repair, then this Agreement shall be automatically terminated as in the case of the total loss or destruction referenced above. Licensee agrees to pay for demolition or clean-up expenses in such casualty occurs, unless the parties otherwise agree in writing.

ARTICLE 8 – LIENS

- A. Licensee shall have no authority to create any lien or permit any lien to attach to the estate of the County in any portion of the Agriculture Center or on any building or other improvements thereon owned by the County, and all materialmen, contractors, artisans, mechanics, and laborers contracting with Licensee with respect to the Premises or any part thereof, are charged with notice that they must look to Licensee only to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.
- B. If by reason of the construction of the Facility any mechanic's or materialmen's lien attaches to any portion of the Agriculture Center, within thirty (30) days after Licensee is advised of the attachment of such lien, Licensee shall cause the removal or waiver of such lien, or the posting of security against the consequences of its possible judicial enforcement.

ARTICLE 9 - NON-EXCLUSIVE RIGHTS

Licensee acknowledges and agrees that the rights granted under this Agreement with respect to the Center (less the Premises) are nonexclusive and the Lessor reserves the right to grant similar privileges to such real property to other lessees, licensees and tenants.

ARTICLE 10 - GOVERNING LAW AND VENUE

This Agreement will become valid when executed by the parties. This Agreement will be deemed made and entered in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event there is a dispute between the parties, suit may be brought only in federal or state courts in Florida and venue will be in Alachua County, Florida.

ARTICLE 11 - RELATIONSHIP OF PARTIES

No party will, at any time during the term of this Agreement, be considered an agent of the other party by virtue of this Agreement.

ARTICLE 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between parties with respect to the Facility, as of its effective date and supersedes all prior independent agreements between the parties related to the Facility. Any change or modification hereof must be in writing and signed by both parties.

ARTICLE 13 - WAIVER

The waiver by either party of any term of this Agreement shall not thereafter preclude such party from demanding strict performance in accordance with the terms hereof.

ARTICLE 14 - SEVERABILITY

If a term hereof is finally declared void or illegal by any court or administrative agency having jurisdiction, this entire Agreement will not be void, but the remaining provisions will continue in effect nearly as possible in accordance with the original intent of the parties.

ARTICLE 15 - SUCCESSORS BOUND

This Agreement is binding on and will inure to the benefit of the legal representatives and successors of the parties.

ARTICLE 16 – SOVEREIGN IMMUNITY

Notwithstanding anything herein to the contrary, this Agreement is subject to section 768.28, F.S., which, among other things, provides that nothing herein will be deemed to (i) waive any defense of sovereign immunity available to either party, (ii) increase the limits of either party's liability, and (iii) allow a party to assume any liability for the other party's negligence.

ARTICLE 17 - AVAILABILITY OF FUNDS

Pursuant to section 255.2502, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

ARTICLE 18 – INSPECTOR GENERAL

The parties acknowledge that they understand and will comply with section 20.055(5), F.S., regarding cooperating with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

ARTICLE 19 – DISCRIMINATORY VENDOR LIST

Pursuant to section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

ARTICLE 20 - COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel

of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

ARTICLE 21 ELECTRONIC SIGNATURES

The parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNED BY PARTIES TO THIS AGREEMENT:

LICENSEE:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

By: _____

Name: Casey Drake

Title: Assistant Director of Administration

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

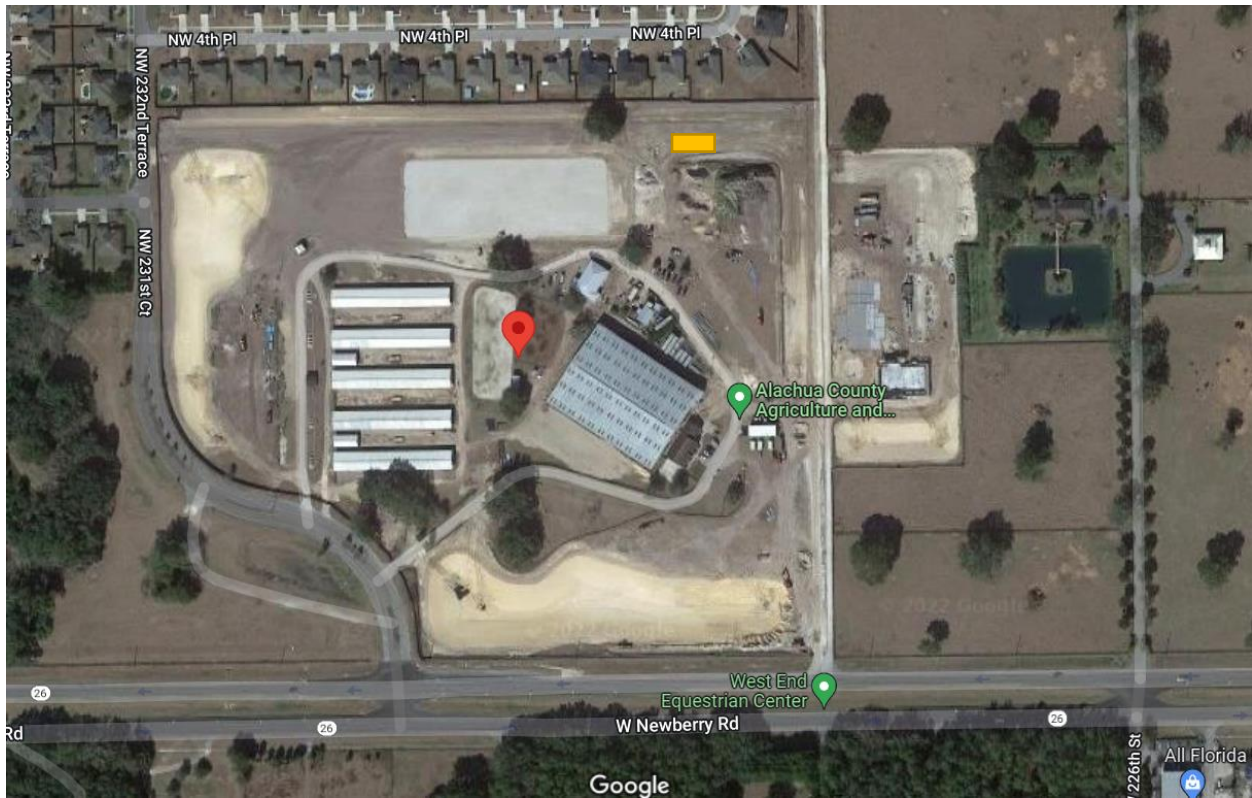
ATTEST

J.K. "Jess" Irby, Esq., Clerk

Approved as to form:

Alachua County Attorney's Office

EXHIBIT A
FACILITY LOCATION



Approximate Facility Location = 