

**LICENSE AGREEMENT
BY AND BETWEEN
CITY OF OCALA, BY AND THROUGH
OCALA INTERNATIONAL AIRPORT
AND
FLORIDA DEPARTMENT OF TRANSPORTATION**

This LICENSE AGREEMENT ("Agreement") is executed and effective on _____ ("Effective Date"), by and between the City of Ocala, ("City"), and The Florida Department of Transportation, an executive agency of the State of Florida ("Licensee," and both City and Licensee together referred to as the "Parties")

RECITALS:

WHEREAS, the City owns and operates the Ocala International Airport, located in Marion County, Florida; and

WHEREAS, Licensee is desirous of utilizing a location at Ocala International Airport to support its emergency response team activities in the event Licensee needs to mobilize during a declared state of emergency; and

WHEREAS, the City is amenable to licensing a portion of land at Ocala International Airport to Licensee as defined herein and, inasmuch as Licensee is a public entity, this Agreement is exempt from competition pursuant to Section 2.05(A)(10) of City's Procurement Code;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Licensee do hereby acknowledge the above recitals as true, and mutually undertake and agree to the following terms and conditions:

1. Premises: City hereby licenses to Licensee use of approximately 11.8 acres of land as depicted on the attached Exhibit A ("Premises"). Licensee shall have exclusive rights to a portion of the Premises when in use for staging, fueling and/or other base camps functions. City will deliver said Premises in "AS IS" condition and City grants no warranties or representations, express or implied, with regard to such.

2. Rights and Uses: The Premises will be available and utilized by Licensee into response to a state of emergency declared by the Governor or the President for the limited purpose of establishing and operating base camp facilities. Base camp facilities, include, without limitation, sleeping quarters, dining facilities, meeting rooms, communications equipment, latrines, showers, hand-washing stations, vehicle parking and temporary storage of equipment, materials and tools utilized by Licensee's employees and contractors. No other uses of the Premises are permitted unless agreed to in writing by the Parties prior to said use. City will not be liable for Licensee's use of the Premises, authorized or otherwise, nor will City be liable for the suitability of the Premises for Licensee's intended and/or contemplated use thereof.

3. Initial Term: The term of this Agreement ("Term") shall be for one (1) year, beginning on the Effective Date.

4. Renewal Options: The Term of this Agreement may be renewed for up to four (4) additional one (1) year periods (each an "Additional Term") upon mutual agreement of both Parties by giving written notice to the other party at least 90 days in advance of the expiration of the Initial Term or any Additional Term.

Notwithstanding the foregoing, the Term of this agreement, including Additional Terms, shall not exceed five (5) years without formal approval of City's Board.

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

5. Notices and Communications: All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt.

To City:

Address for written notices:

Airport Director
1770 SW 60th Ave Suite 600,
Ocala, FL 34474

Copy to:

William E. Sexton Esq., City Attorney
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
E-mail: cityattorney@ocalafl.gov

Addresses for email notices:

mgrow@ocalafl.gov mabaker@ocalafl.gov

Using the subject line—Re: FDOT/Ocala International Airport and reason for the notice (e.g., emergency response, base camp mobilizing, request for improvements)

To Licensee:

Ronald J. Meade
District Emergency Management Coordinator
Florida Department of Transportation
719 S Woodland Blvd, Deland, FL 32720
ron.meade@dot.state.fl.us
andrew.jenkins@dot.state.fl.us

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

6. Obligations of Licensee: Licensee shall:

- A. Provide no less than 72-hour notice prior to occupying and using the Premises. In the event less than 72-hour notice is provided, Licensee must contact Airport Management for access accommodations.
- B. Be responsible for maintaining the Premises and ensuring safe parking and storage conditions for its employees and subcontractors. Licensee, its employees, and subcontractors will abide by all security protocols and operating procedures directed by City.
- C. Remove all vehicles, equipment, and materials upon termination of this Agreement or upon request from City.
- D. Conduct its operation hereunder in a safe, orderly and proper manner, as to not disrupt other users and operations at the Airport,
- E. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything that may result in the creation, commission, or maintenance of such nuisance, waste, it damage to the Premises.

Additionally, upon termination of this Agreement, City reserves the right to require the Licensee to return the Premises to its original condition, defined as the condition of the Premises prior to the use and occupancy by Licensee. including leveling and grading to ensure proper drainage, along with the application of grass seed or sod.

Upon termination or expiration of this Agreement, City reserves the right to remove and dispose of any and all vehicles, equipment, supplies, materials and/or other items abandoned by Licensee, at Licensee's expense, which expense will include but may not be limited to removal, clean-up and disposal fees and costs, as well as costs associated with the application of grass sod or seed. The City shall provide the Licensee with a minimum of ten (10) days prior written notice identifying what vehicles, equipment, supplies, materials and/or other items it deems abandoned and indicating its intent to remove and dispose of the same.

7. Obligations of City: City will provide a designated means of access to the Premises and will not unreasonably interfere with Licensee's use and enjoyment of the Premises.

8. City's Rights: City will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Notwithstanding the foregoing, any and all requests for maintenance upon the Premises by Licensee must have prior written approval from the City.

9. Leasehold Improvements: Notwithstanding any requirements or obligations contained herein, Licensee will make no alterations or improvements to the Premises without the prior written consent of the City. Any improvements or alterations made by Licensee and approved by the City, either to the Premises or within Airport, as required to support operations within the Premises. Any changes or additions to Licensee Improvements shall require further City review and approval.

10. Compliance With Laws, Regulations, Ordinances, Rules: Licensee will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, and the City Leasehold Development Standards and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, City or Airport Management including but not limited to permitted and restricted activities, security matters, parking,

ingress and egress, environmental and storm water regulations, and any other operational matters related to the operation of the Airport. This will include but not be limited to Licensee precluding its employees, subcontractors, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules, or regulations of the federal, state, or local governments or the City.

11. Hold Harmless/Indemnification: Only to the extent permissible under applicable Florida Law, not to exceed the limitations of liability for tort actions set forth in §768.28, Florida Statutes, and subject to specific appropriation from the Legislature, Licensee will fully indemnify, defend, and hold City harmless from and against all claims or actions and all expenses incidental thereto based upon or arising out of the damages or injuries of every description whatsoever to persons or property due to the use by Licensee of the Premises under this Agreement excluding only the negligence or willful misconduct of City, its officers, agents, or employees. The undersigned on behalf of Licensee hereby waive any and all claims, causes of action, rights, or privileges it may have against the City resulting from the permitted use under this Agreement and access to the Premises excluding only the negligence or willful misconduct of the City, its officers, agents, or employees. The Parties are public entities existing under the laws of the State of Florida and are, therefore, protected by the provisions of Florida Statute 768.28 and related statutes. Any indemnification, attorneys' fees, or related obligations assigned hereunder are limited to the provisions of Florida Statute 768.28 and related statutes. Nothing in this Agreement will be deemed or otherwise interpreted as a waiver of either Party's sovereign immunity protections, or as increasing the limits of liability set forth in Florida Statute 768.28 and related statutes, as the same may be amended from time to time.

12. Compliance with Environmental Laws: Licensee will comply with all applicable Environmental Laws insofar as they relate to Licensee's operations at the Airport and Licensee accepts full responsibility and liability for such compliance.

13. Environmental Representations: The term "Hazardous Materials" will be defined to include any substance identified as "hazardous substances" in the Comprehensive Enforcement Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA") or identified as "hazardous waste" in the Resource Conservation and Recovery Act, 42 U.S. C. Section 6901 et seq., as amended ("RCRA") or other similar applicable federal or state laws and regulations (collectively, "Environmental Laws"), including but not limited to materials such as asbestos PCB's and urea-formaldehyde.

The term "Hazardous Waste" will be defined to include any substance identified as "hazardous waste" in 40 C.F.R. Parts 2260-265 and appendices, promulgated pursuant to the RCRA and Rule 62-730, Florida Administrative Code, as amended.

Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Licensee. Licensee hereby expressly warrants, guarantees, and represents to City, upon which City expressly relies that:

- A. Licensee is knowledgeable of any and all federal, state, regional, and local governmental laws, ordinances, regulations, orders, and rules, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Licensee of its operations pursuant to or upon the Premises. Licensee will keep informed of future changes in environmental laws.
- B. Licensee will comply with all applicable federal, state, regional, and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility

and liability for such compliance.

- C. Licensee will, prior to commencement of any such operations pursuant to this License, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof.
- D. Licensee, its employees, agents, contractors, and all persons working for, or on behalf of Licensee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.
- E. Licensee will neither handle nor store any toxic waste or unsuitable materials on the Premises.
- F. Licensee will provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- G. Licensee will cooperate with any investigation, audit, or inquiry by City or any governmental agency regarding possible violation of any environmental law or regulation.

14. Environmental Remediation: With regard to any contamination caused by Licensee or arising by reason of Licensee's use or occupancy of the Premises, Licensee will immediately take such action as is necessary to cleanup and remediate the Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Licensee will be obligated to clean up and remediate the Premises to achieve such standards or clean up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Premises during the period of clean up and remediation due to the environmental condition or clean-up work being performed, in addition to any other damages, Licensee will pay to City lost rent and/or costs associated with lost use of the Premises.

15. Federal Storm Water Reputations: Licensee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to federal storm water regulations as set forth in 40 CFR Part 122. Licensee will observe and abide by said regulations as applicable to the Premises thereof.

Licensee will participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Licensee will participate in City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any vehicle, substances, hazardous substances, or waste materials.

Licensee will be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures to the extent resulting from the improper use, handling, storage, or disposal of all pollutants or contaminated materials, as same are defined by law, by Licensee or by Licensee's employees, invitees, suppliers, or service providers regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Licensee pursuant to the terms of this Agreement.

16. Rights Reserved to City: Rights not specifically granted to Licensee by this Agreement are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport and City's tenants, or otherwise constitute an Airport or general hazard.

Signature Page Following

City and Licensee agree to the terms and conditions contained herein. Each of the Parties hereto agrees that it will execute and file or record such documents and instruments and perform such acts as any party may from time-to-time reasonably request of the other or as may be necessary to effectuate the intents and purposes of this Agreement.

City of Ocala

Florida Department of Transportation

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Ronald J. Meade

Title: _____

Title: District Emergency Coordination Officer (DECO)

Approved as to form and legality:

Attestors for Licensee:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: FDOT District Five Legal Review

Attest:

Signature: _____

Printed Name: _____

Title: _____

