



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

LICENSE AGREEMENT

This License Agreement (this “License”) is made and entered into this ____ day of _____ 2024, by and between, on the one hand, _____, **for itself, its successors and its assigns** (“Owner”) and on the other hand, the City of Miami Beach (“City”), and, Brizaga, Inc. (“Consultant”).

License

Owner is the owner of the property located at _____ **Folio:** _____ (the “Property”). Owner has applied for a grant in the City of Miami Beach’s *Fight the Flood* Private Property Adaptation program (the “Program”) and the Property has been selected to receive a grant in respect of phase 1 of the Program. Owner hereby grants City and the Consultant, as well as their respective employees, agents and representatives (collectively, the “Licensees”) a license to enter and occupy the Property, to inspect the Property for areas at risk or potentially at risk for flood damage for the purpose of developing an action plan for improving the Property’s flood resiliency for Owner’s consideration (the “Phase 1 Work”) The principal objectives of the Phase 1 Work are:

- to perform a flood mitigation and sea level rise resilience assessment to evaluate the current and future flood risk of the Property
- to identify areas of possible improvement and prepare a Property-specific plan to increase flood resilience through one or more projects such as floodproofing, home elevation and green infrastructure.

License Term

The term of this License shall commence on May 1, 2024 and shall expire upon the completion of the Phase 1 Work, but no later than September 1, 2024, unless otherwise extended by mutual agreement by the parties (the “Term”).

Photo and Videographic Surveys of the Property

Without limiting the generality of the rights granted pursuant to this License, Owner hereby grants permission to the Licensees to take photographs and to make videographic recordings of all, or part of the Property to document existing conditions at the Property and for all other purposes associated with the Phase 1 Work and the Project.

Cost of the Work; Tax Consequences

The City shall pay all fees, costs and expenses associated with the Phase 1 Work. Owner acknowledges and agrees that payments made by the City for Owner’s benefit and/or funds paid to Owner as a grant pursuant to the Program may constitute taxable income for income tax purposes and be subject to taxation. Owner shall be solely responsible for consulting its tax specialist and for the payment of any tax that may arise in connection with Owner’s participation in the Program.

Release, Waiver, and Hold Harmless

In consideration for the Phase 1 Work, Owner hereby releases, waives, and holds harmless the City and Consultant, and each of their respective partners, employees, servants, representatives, associates, officers, agents, volunteers, successors and assigns (collectively, “Releasees”), from and against any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including

death, that may be sustained by me, or to the Property in connection with Releasees' use of the Property.

Notices

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Owner and Licensees listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch). Notices will be effective: if delivered personally, on delivery; if mailed to an address in the city of dispatch, on the second day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

To Owner:

NAME:

ADDRESS:

To the City:

City of Miami Beach
Environment and Sustainability Department
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Chief Resilience Officer

With copy to:

City of Miami Beach
Office of the City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Attorney

If to Consultant:

Brizaga, Inc.
2101 W Commercial Boulevard, Suite 4600
Fort Lauderdale, FL 33309
Attn: Alec Bogdanoff

Nature of Agreement

This License shall be deemed to create a license only and shall not be construed to be a lease, sublease, easement, assignment or other conveyance of any interest in or to the Property.

Miscellaneous

- This License may not be amended, modified or terminated except by a written instrument executed by the Owner, the City through its Chief Resiliency Officer (or his or her designee or the successor administrative officer with jurisdiction over the matter) and recorded in the Public Records of Miami-Dade County, Florida. This License shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
- The parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that

ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this License. Headers and section titles in this License are for convenience of reference only and do not modify, define or limit the provisions thereof. In the event any term or provision of this License be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this License shall remain in full force and effect.

- This License shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The City and Owner agree that any dispute, claim or controversy between them relating to or arising under this License ("Dispute") will first be submitted, by written notice, to a designated representative of both City and Owner who will meet at City's place of business or other mutually agreeable location, or by teleconference or videoconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) business days after submission to them, either Party may refer the dispute to mediation. The exclusive venue for any Dispute not resolved by mediation shall be Miami-Dade County, Florida. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, , THE OWNER AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS LICENSE AND, ACCORDINGLY, THE PARTIES AGREE THAT ANY TRIAL RELATING TO THIS LICENSE WILL BE A BENCH TRIAL.
- This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together represent one instrument binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. The Parties further agree that this License may be signed and submitted via facsimile or electronic mail.

PROPERTY ADDRESS

TELEPHONE

OWNER NAME/
OWNER AUTHORIZED REPRESENTATIVE _____
TITLE (IF APPLICABLE) _____

SIGNATURE _____
DATE _____

RETURN INSTRUCTION

PLEASE COMPLETE AND RETURN ORIGINAL SIGNED FORM TO BE PICKED UP BY THE TEAM

Contact _____, _____
phone:

City of Miami Beach

By: _____
Name: _____
Title: _____

Brizaga, Inc.

By: _____
Name: _____
Title: _____