

License Agreement for  
Weeki Wachee River Restoration Project (WW04)

**LICENSE AGREEMENT FOR  
WEEKI WACHEE RIVER RESTORATION PROJECT (WW04)**

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This License Agreement (Agreement), is made and entered into by and between Hernando County, a political subdivision of the State of Florida, having an address of 20 North Main Street, Brooksville, Florida 34601 (County), and the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (District) (collectively the Parties).

WHEREAS, the County is the owner of certain real properties adjacent to or submerged beneath the Weeki Wachee River in Hernando County, Florida (the Properties); and

WHEREAS, the District is restoring certain portions of the Weeki Wachee River which runs adjacent to the County's Properties; and

WHEREAS, the District has applied for and anticipates approval of permits necessary for the restoration project from the Florida Department of Environmental Protection (FDEP) and the United States Army Corps of Engineers (ACOE); and

WHEREAS, the District desires to access and use the Properties for dredge spoil dewatering, project staging, storage, and other activities associated with the restoration project; and

WHEREAS, the County is willing to grant to the District access and use of the Properties for the purposes provided herein;

NOW, THEREFORE, In consideration of the mutual terms, covenants, and conditions set forth herein, the District and the County agree as follows:

1. The County grants to the District, its employees, agents, cooperators, and construction contractors a license to enter upon, over, and across and to use any and all lands located within the Properties, as depicted on Exhibit A, attached hereto, and more particularly identified by the following Hernando County Property Appraiser Parcel Key Numbers: 418943 (Proposed Spoil Processing Area); 1497632, 1497534, 1497696 (County-Owned Canals); and 341400 (Rogers Park) to conduct restoration activities described in the Scope of Work, attached hereto as Exhibit B.
2. The District will complete all work in accordance with all federal, state, and local statutes and regulations and the FDEP and ACOE permits issued for the Project.
3. The license period shall begin on the date this Agreement is executed by the last of the parties and shall continue in effect unless earlier terminated by either party giving ninety (90) days prior written notice to the other party, at the address set forth above.
4. The District agrees that it does not and will not claim any interest or estate of any kind in the Properties.

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License Agreement for  
Week 1 Wachee River Restoration Project (WW04)

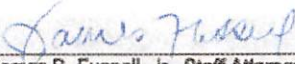
5. The District agrees that it will not cause any adverse impacts to the Properties and will restore the Properties to a safe and aesthetic condition as existed prior to the District's use.
6. The District and its construction contractor(s) agree to provide insurance coverage as detailed in Exhibit C, attached hereto.
7. To the extent permitted under Section 768.28, Florida Statutes (F.S.), the District agrees to indemnify and hold harmless the County from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, as a result of any negligent act or omission by the District, its agents, employees, or other persons whose acts or omissions by the District may be liable during the District's performance under this Agreement. This provision does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination of this Agreement.
8. To the extent permitted under Section 768.28, F.S., the County agrees to indemnify and hold harmless the District from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, as a result of any negligent act or omission by the County, its agents, employees, or other persons whose acts or omissions by the County may be liable during the County's performance under this Agreement. This provision does not constitute a waiver of the County's sovereign immunity or extend the County's liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination of this Agreement.
9. If it becomes necessary for either party to bring suit to enforce any provision hereof, each party shall bear its own costs, expenses, and attorneys' fees in such litigation.
10. Interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each attachment referenced herein and attached hereto are incorporated into this Agreement by reference.
11. This Agreement shall only be amended by an agreement in writing executed by the parties hereto.

*(space left intentionally blank)*

License Agreement for  
Weeki Wachee River Restoration Project (WW04)

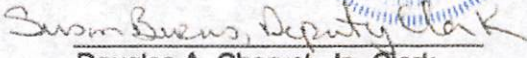
IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and year set forth beneath their signatures below.

Approved as to Legal Form and Content

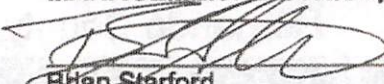
  
James B. Fussell, Jr., Staff Attorney



Attest:

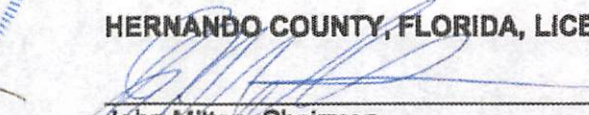
  
Douglas A. Chorvat, Jr., Clerk

**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, LICENSEE**

  
Brian Starford  
Operations Lands and Resources Director

1/17/2020  
Date

**HERNANDO COUNTY, FLORIDA, LICENSOR**

  
John Mitten, Chairman

1-28-2020  
Date

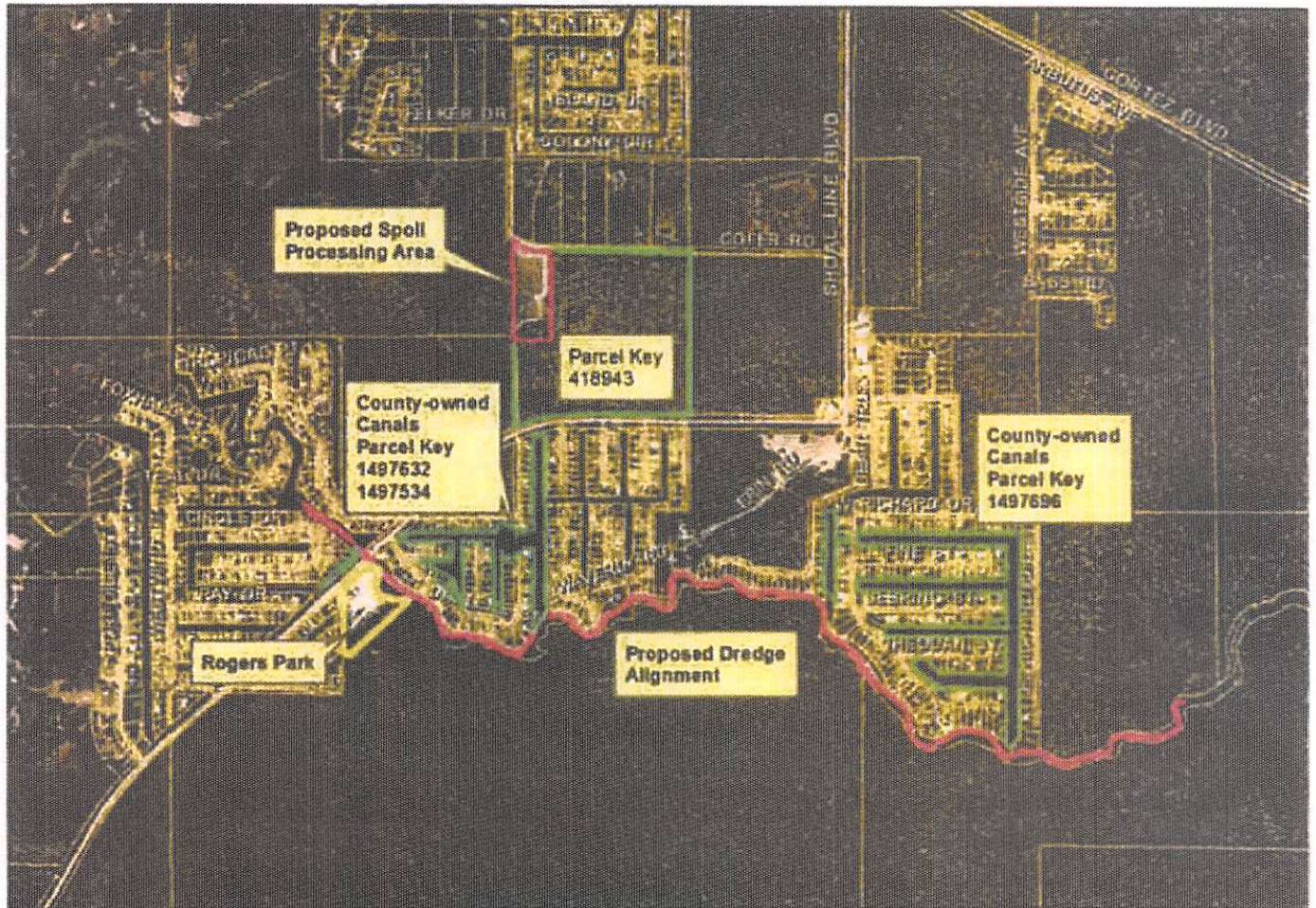
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY 

County Attorney's Office



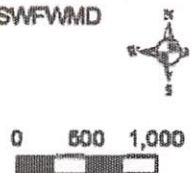
# **Exhibit "A"** **Weeki Wachee River Restoration Project** **Hernando County, Florida**



- Proposed Spoil Disposal Location
- County Parcel
- County-owned Canals
- Proposed Dredge Alignment
- Rogers Park

Source: 2017 Natural Color Imagery SWFWMD

Note: Sediment removal is proposed along the "Proposed Dredge Alignment" only. Canal access is needed for limited dredging at the connections to the river and access by the dredging contractor.



## **Exhibit B**

### **Scope of Work**

1. **Spoil Processing Area** (Parcel Key 418943) – Dredged spoil material handling which may include pipe alignment, dewatering system, staging area, and equipment storage. Dewatering and equipment storage will be maintained on upland proposed spoil processing area as depicted in Exhibit A.
2. **Canals** (Parcel Keys 1497632, 1497534, and 1497686) – Dredging including the removal of accumulated sediments at intersections of the main river channel and man-made canals. Canals may be used by the dredging contractor for the temporary location of pipelines and dredge equipment. District and County will coordinate to determine placement and storage of materials.
3. **Rogers Park** (Parcel Key 341400) – Rogers Park will provide access for launching watercraft. Project materials, including turbidity boom and construction signage, may be stored at the park. District and County will coordinate to determine placement and storage of materials.

## **Exhibit C**

### **Minimum Insurance Requirements**

Licensee and its Construction Contractors(s) shall maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License Agreement.

1. **Workers' Compensation**  
As required by law:

State	Statutory
Applicable Federal	Statutory
Employer's Liability	Minimum: \$100,000 each accident \$100,000 by employee \$500,000 policy limit

2. **Longshore and Harbor Workers Compensation (USL&H) & Jones Act**  
Coverage as follows:

Minimum	\$1,000,000
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3. **General Liability**  
Comprehensive General Liability including Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this License Agreement, with limits of liability for personal injury and/or bodily injury, including death.

Coverage as follows:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Product-Completed Operations Aggregate	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

Fire Damage (any one (1) fire)	\$50,000
Medical Expense (any one (1) person)	\$5,000



4. Automobile Liability

Comprehensive automobile and truck liability covering any auto, all owned autos, schedule autos, hired autos and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

Combined Single Limit (CSL)	\$1,000,000
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

5. Additional Insured

Licensee and its Construction Contractor(s) agree to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS." Proof of endorsement is required.

6. Waiver of Subrogation

Licensee and its Construction Contractor(s) agree by entering into this License Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Licensee or its Construction Contractor(s) to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee and its Construction Contractor(s) agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee or its Construction Contractor(s) enter into such an agreement on a pre-loss basis.

CERTIFIED TO BE A TRUE COPY  
DOUG CHORVAT, JR.  
CLERK OF COURTS



BY: Susan Buehler D.C.  
THIS 5<sup>th</sup> DAY OF Feb 2020