

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("License"), is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County"), and the WILLIAM R. GAINES JR., VETERAN MEMORIAL FUND, INC., a Florida Not-For-Profit Corporation, 3280-55A Tamiami Trail, Unit 121, Port Charlotte, Florida 33952 (the "Memorial Fund"); (collectively, the "Parties").

### **RECITALS**

**WHEREAS**, William R. Gaines, Jr., a resident of Charlotte County, Florida, was killed in action while serving his country as a Marine in the U.S. component of the United Nations multinational peacekeeping force in Beirut, Lebanon; and

**WHEREAS**, the William R. Gaines, Jr., Veterans Memorial Park (the "Memorial Park") is a County-owned Park located on Edgewater Drive, Port Charlotte, Charlotte County, Florida, named in honor of William R. Gaines, Jr. and established to provide a place where veterans, neighbors and families can come together to experience the beauty of nature and honor the sacrifices of veterans; and

**WHEREAS**, the Memorial Fund has been established as a 501(c)(3), non-profit organization and a Florida Not-For-Profit corporation, for the purpose of raising funds for the development of new structures and facilities at the Memorial Park; and

**WHEREAS**, the Memorial Fund wishes to purchase, install and donate one (1) sign (the "Sign"), to be placed in perpetuity at the Kayak Launch at the Memorial Park; and

**WHEREAS**, the County wishes to accept the donation of the Sign and to permit the Memorial Fund and/or its' agents to enter upon County land to install the sign; and

**WHEREAS**, the County is willing to accept and undertake, in perpetuity, the maintenance of the Sign; and

**WHEREAS**, the Parties wish to enumerate their respective responsibilities and rights regarding the Sign in this License Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Recitals.** The Recitals above are incorporated into this License by reference.

2. **License.** The County grants to the Memorial Fund a non-exclusive, revocable license to enter onto County property to install the Sign as described, and at the location specified, in **Composite Exhibit A**, attached, which includes a design plan of the Sign.

3. **Maintenance.** The County agrees to maintain the Sign in good working order and in clean condition for the duration of its useful life, so long as the property continues to be used as the Memorial Park. The expiration of the Sign's useful life is a determination that is to be made exclusively by County staff tasked with overseeing the maintenance of the sign.

4. **Term.** The Effective Date of this License shall be the last date on which it is signed by either party. The term of this License shall be six (6) months from its effective date. This term may be extended by mutual written agreement of the Parties.

5. **Consideration.** In addition to the mutual promises described in this License, the Parties agree that as further consideration for the License, the Memorial Fund donates and grants to the County title to the Sign, along with any Improvements associated with the Signs, which title shall vest upon the County's final acceptance and completion of installation and construction and the Expiration of this License.

6. **Limitations on License.** The Memorial Fund is permitted to use this License for the sole purposes set forth herein. The Memorial fund agrees to be responsible for its own compliance, and for the compliance of its employees, agents and contractors, with the terms of this License, with all applicable laws, rules, orders, ordinances and regulations issued or in force, and with all grants requirements of the Florida Communities Trust Grant Award and Agreement dated March 20, 2000.

Further, this License Agreement is contingent upon the Memorial Fund obtaining all necessary design and engineering, and permits from all governmental authorities with jurisdiction, associated with installation of the Sign, including, but not limited to, building or construction permits, sign permits, Right-of-Way permits and environmental permits, if required. After all permits are acquired and before construction commences, the Memorial Fund shall schedule a pre-construction conference with the County to review the construction aspects of the project. A schedule of work shall be delivered to the County at that time. The Memorial Fund is responsible for quality assurance testing and all inspections necessary to meet permit conditions and all actions necessary to comply with permit conditions. The Memorial Fund agrees to implement Maintenance of Traffic ("MOT") processes, approved in advance by the County, as may be required both for the installation of the Sign. All Site Plans and construction, or changes thereto, must meet County engineering and construction standards and must be approved, in advance, by the County. The installation of the Sign must not create adverse impacts to existing Memorial Park facilities. Should adverse impacts result, the Memorial Fund will take all actions necessary to mitigate the adverse impacts. The County will observe all construction and installation authorized by this License to ensure that the same meets County construction standards and is being done in accordance with the approved plans and specifications, including MOT. The Memorial Fund shall, at such times as may be required by the County, remove from the County's property all temporary structures, used materials and equipment, rubbish and waste materials resulting from his operations. The Memorial Fund agrees to correct any installation or construction deficiencies within a reasonable period of time upon notice from the County. Upon

completion of work and permit approvals, the Memorial Fund shall deliver to the County a digital record drawing of completed work suitable for inclusion with County's baseline drawings for additional work at the Park.

7. **Costs.** The Memorial Fund will pay all costs arising from this License Agreement, including, but not limited to, permit fees, utilities, applicable taxes, construction, installation, insurance, inspection and mitigation costs.

8. **Alteration or Removal.** After completion, the Memorial Fund may not alter or remove the Sign without prior approval from the County.

9. **Indemnification.** The Memorial Fund agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs up to and including any such fees and costs incurred for appeals, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Memorial Fund, including its agents, officers, employees, contractors, subcontractors, and other persons employed or utilized by the Memorial Fund for the Sign installation.

10. **Insurance.** The Memorial fund will maintain Commercial General Liability (CGL) insurance coverage in an amount of not less than \$1million per occurrence and \$2 million aggregate. The Certificate Holder will read Charlotte County Board of County Commissioners, and the Certificate Holder will be named as an additional insured on the CGL policy. The Memorial Fund will submit to the County evidence of coverage at least ten (10) days prior to beginning any installation or construction activities.

11. **Installation Date.** Installation of the Sign, including inspections by the relevant government agencies if necessary, will be completed by a date no later than six (6) months from the effective date of this License Agreement, or at any other time as may be agreed to in writing by the Parties, at which time, this License shall be null and void and shall terminate without the need for any further action by the Parties.

12. **Notice.** All notices under this License Agreement shall be delivered to the Parties in writing at the following addresses or such other addresses designated by the Parties:

If to the County:

Director  
Community Services Department  
2300 El Jobean Road  
Port Charlotte, FL 33948

If to the Memorial Fund:

Michael A. Gaines, Director  
14215 Puffin Court  
Clearwater, FL 33762

With a copy to:

County Attorney  
18500 Murdock Circle, Suite 573  
Port Charlotte FL 33948

13. **Termination.** This License Agreement may be terminated by either party only for material breach of its terms, provided, however, that the non-breaching party must provide written notice of the breach to the breaching party and allow the breaching party no less than (10) days in which to cure the breach prior to termination.

14. **Public Records.** Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.**

15. **Applicable Law.** This License and the rights and obligations of the Parties will be interpreted in accordance with the laws of the State of Florida, with venue in Charlotte County, Florida.

16. **Severability.** If any provision of this License Agreement, or the application of its provisions to any person or circumstance, is adjudicated as invalid or unenforceable to any extent, the remainder of this License Agreement, and the application of such provision to other persons or circumstances, shall remain in effect to the fullest extent practicable.

17. **Counterparts.** This License may be signed in one or more counterparts, each of which will be considered an original and all of which, when taken together, constitute one and the same instrument.

18. **Assignment.** This License may not be assigned to another party without the prior written consent of the County.

19. **Entire Agreement, Amendments.** This License is the entire agreement between the Parties and may not be modified except by written agreement executed by both parties, and no oral representation of any officer or employee of the County

constitutes an amendment to this agreement. No representations or warranties have been made, or relied upon, except as set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in Charlotte County, Florida as of the date last written below.

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

**ATTEST:**

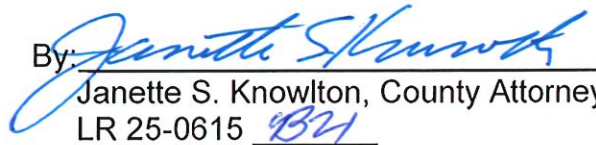
Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:  \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR 25-0615 BH

**WITNESS:**

**WILLIAM R. GAINES JR., VETERAN  
MEMORIAL FUND, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Michael A. Gaines, Director

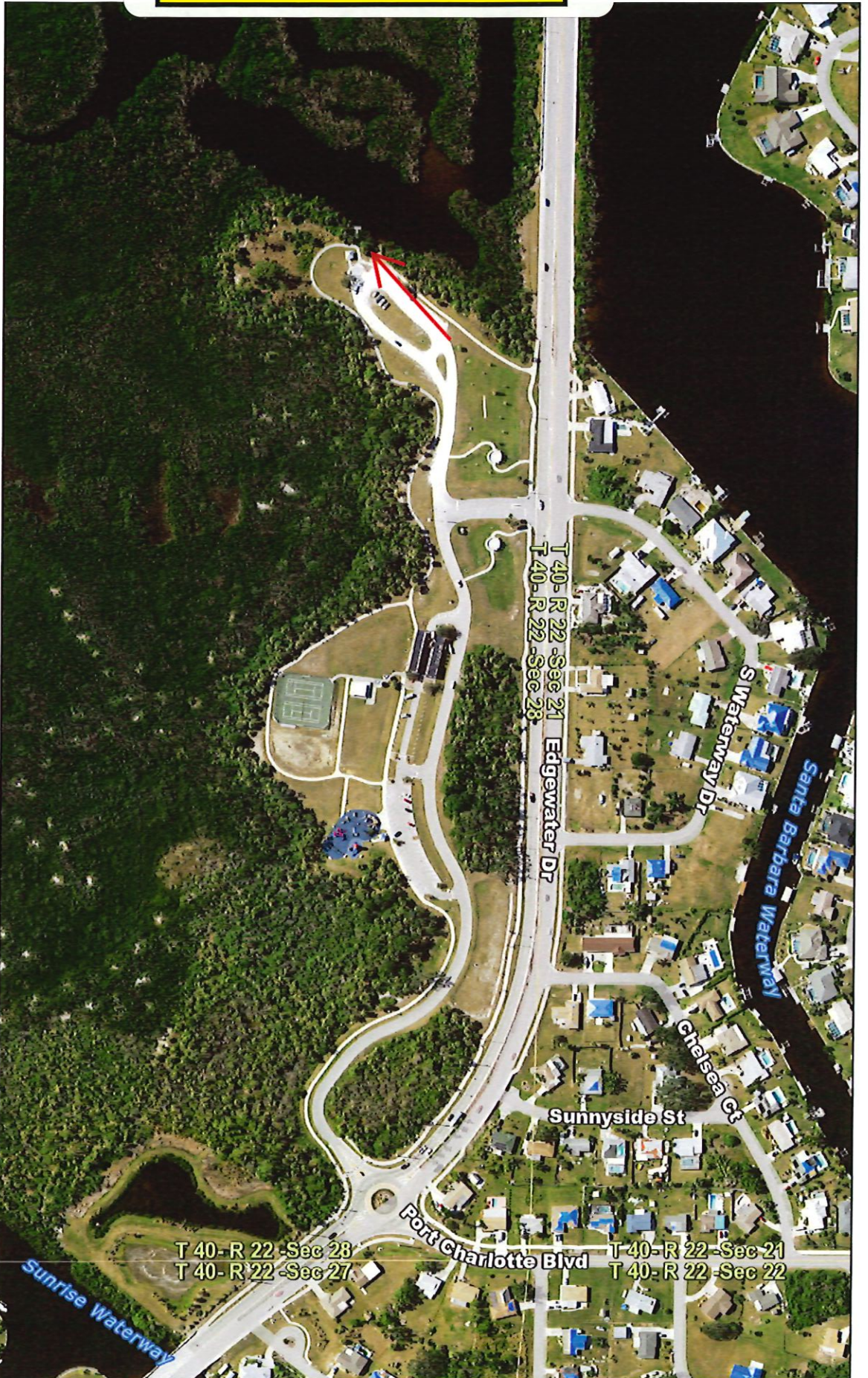
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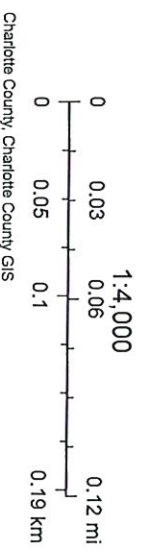


# COMPOSITE EXHIBIT A

Map Layout



August 11, 2025





**Background  
image of  
Charlotte  
Harbor map**

**Paddle for  
Heroes logo  
and text**

**USS New Jersey  
Certificate of  
Authenticity**

**Charlotte  
County logo  
and text**

**(Paddle is 91" long x 6 1/4" tall)**

**8' x 2'**