



**LICENSE AGREEMENT BETWEEN BROWARD COUNTY
AND CORAL SPRINGS MUSEUM OF ART, INC.**

This License Agreement (“License Agreement”) is made and entered into between Broward County, a political subdivision of the State of Florida (“County”), and the Coral Springs Museum of Art, Inc., a Florida nonprofit corporation (“Museum”). County and Museum are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

A. County owns the property and the improvements located at Southgate Boulevard, Coral Springs, Florida 33071 (“County Property”), as more particularly described on **Exhibit A**.

B. Museum has contracted with artists Donna Dodson and Andy Moerlein (individually and collectively, the “Artists”) to fabricate and sell to Museum certain artwork titled “Perseverance” that depicts a Roseate Spoonbill-human hybrid (“Artwork”) pursuant to an Artwork Commission and Purchase Agreement between Museum and the Artists, dated October 18, 2018 (“Artwork Agreement”).

C. Museum desires to utilize a portion of the County Property on which to install the Artwork, and County desires to allow the Artwork to be installed and maintained on the County Property by Museum at no cost to County in accordance with the terms of this License Agreement.

D. County finds it to be in the public interest to grant Museum a nonexclusive license to use a portion of the County Property for the use stated herein under the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LICENSE TO COUNTY PROPERTY:

1.1 County hereby grants to Museum the nonexclusive right, license, and privilege of accessing and using the portion of the County Property that is more particularly described on **Exhibit B** attached hereto (“Licensed Premises”) in accordance with the terms of this License Agreement.

1.2 Museum has inspected the Licensed Premises and accepts the premises in “as is” condition, with no representation by County as to suitability, compliance with any required standards or conditions, or compliance with any building, life/safety, disability, and other laws, codes, and regulations applicable to Museum’s use of the Licensed Premises as contemplated by this License Agreement.

2. **ARTWORK:**

2.1 Museum warrants and represents that Museum is the owner of the Artwork, the Artwork is the original product of Artists' own creative efforts, and the Artwork is original and is a single edition. Except as otherwise expressly stated herein, Museum warrants that the Artwork shall be free of defects in material and workmanship. Museum warrants to County that all materials used will be new unless otherwise specified and that all services will conform in all ways with this License Agreement. Museum shall ensure that the Artwork is delivered and installed at the Licensed Premises free and clear of any liens.

2.2 Museum grants, directly or indirectly, County a nonexclusive, unlimited, perpetual, and irrevocable right to use, display, publish, or reproduce the Artwork in any two-dimensional noncommercial manner or media whatsoever, including without limitation to prepare derivative works based upon the Artwork, and to distribute copies of the Artwork, and all other uses inherent or necessarily associated with the placement or installation of the Artwork at the Licensed Premises. Any reproductions of the Artwork by County must contain a credit to the Artwork, the Artists, Museum, and the fundholders of the Community Foundation of Broward. Museum represents and warrants that it has the right to convey the rights and licenses granted to County in this License Agreement.

2.3 Museum represents and warrants that the Artwork will not infringe upon or violate any license, copyright law, patent law, trade secret law, trademark law, moral rights law, semiconductor chip protection law, unfair competition law, proprietary information, non-disclosure, intellectual property or other right of any third party, or infringe upon or violate any right of privacy, or contain libelous material. Museum warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. Museum further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless Artists obtained all necessary permission and authority and provide documentation of same to County.

2.4 The provisions of this License Agreement shall control over the provisions of 17 U.S.C. § 106A and shall constitute a waiver by Museum, including on behalf of Artists to the extent permitted by applicable law, of any rights in the Artwork set out in or otherwise granted by the Visual Artists Rights Act of 1990, 17 U.S.C. § 106A. If there is a conflict or inconsistency between any provision contained in this License Agreement and any provision contained in any provision of domestic or international law, including without limitation the European Union law, Museum warrants that Artists understand and agree that the provisions of this License Agreement shall control and shall constitute a waiver by Artists of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing Artists' rights in the Artwork.

2.5 The Artwork may become an integral part to the architecture of the applicable building, structure, or site, and installation and integration of the Artwork may subject the Artwork to future removal, destruction, or other modifications including, without limitation, in connection with the renovation, destruction, or redevelopment of the applicable building,

structure, or site or change of use. Museum represents and warrants that Artists consent to the incorporation of the Artwork into the building or structure or at the site, and waive any rights in the Artwork granted by 17 U.S.C. § 106A or any other applicable law.

2.6 Museum represents and warrants that all other rights in and to the Artwork, including, but not limited to, all rights in the nature of “Droit Moral” relating to any continuing interest Museum or Artists may otherwise have in the maintenance or modification of the Artwork, are expressly waived by Museum and Artists and, insofar as such rights are transferable, are assigned to County.

2.7 County shall notify Museum of any proposed affirmative action that will remove, destroy, or otherwise modify the Artwork by providing notice to Museum in accordance with the “Notices” section of this License Agreement. Any lack of notice to Museum or Artists shall not impede County’s ability to proceed with any modification, repair, or removal.

2.8 Museum expressly warrants and represents that it possesses full power to enter into this License Agreement and to convey the rights herein granted to County, including the rights to the use, display, and publish the Artwork, without the consent of any third party including the Artists. In the event of any violation of any representation or warranty provided by Museum under this License Agreement, County may terminate this License Agreement and Museum shall, upon request by County, remove the Artwork in accordance with Article 6 at Museum’s sole cost and expense.

3. **TERM/RENEWAL:** The term of the License Agreement shall commence on the date this License Agreement is executed by the last of the Parties (“Effective Date”) and continue for a period of five (5) years (“Initial Term”). The License Agreement may be renewed for up to four (4) additional five (5) year terms (“Renewal Term(s)”) only upon written approval of both Parties communicated as follows: to exercise any such renewal, Museum must send written notice to County at least sixty (60) calendar days before the expiration of the then-current term stating its desire to exercise a renewal option, and the Director of the Cultural Division of Broward County (“Director”) shall notify Museum in writing within thirty (30) calendar days after receipt of such notice as to whether County consents to such renewal. If Museum does not provide timely written notice to renew, or if the Director does not notify Museum that County consents to the renewal, this License Agreement shall not be renewed and shall expire at the end of the then-current term. The Initial Term and any exercised Renewal Term(s) are collectively referred to herein as the “Term.”

4. **TAXES:** If any sales and use taxes, fines, and assessments are levied under this License Agreement and are related to Museum’s use of the Licensed Premises (“Taxes”), Museum shall directly pay such Taxes to the applicable taxing authority.

5. **USE OF LICENSED PREMISES:**

5.1 **Use and Access.** Museum and its employees, agents, contractors, and subcontractors shall use and access the Licensed Premises only to install, maintain, inspect, remove, and operate, at Museum's sole option and cost, the Artwork for the purpose of enhancing the public experience at the Cypress Greenway Corridor and the Atlantic Boulevard Trailhead. The Licensed Premises shall not be used by Museum for any other purpose whatsoever without the prior written consent of County.

5.2 **Approval of Plans.** County hereby approves the drawings, plans, and/or specifications for the Artwork attached hereto as **Exhibit C** (the "Plans"), which reasonably detail the location and size of the Artwork. The Artwork and the Artwork Installation (as defined below) must comply with the Plans. Museum may make necessary alterations or additions to the Plans only with prior written approval from the County's Director. When such alterations or additions are approved by the Director, they shall become a part of the Plans. Museum shall be solely responsible for obtaining any needed permits, inspections, or other approvals, and all costs and fees associated with same.

5.3 **Installation.** Museum, including through its employees, agents, contractors, or subcontractors, has installed the Artwork, at Museum's sole cost and expense and in accordance with the Plans at the Licensed Premises ("Artwork Installation"). Museum represents and warrants that: (a) the Artwork Installation was performed in a safe manner, consistent with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature; (b) the Artwork Installation was performed in such a way as to reasonably minimize interference with the operation of the Licensed Premises; and (c) all work complies with all applicable laws, ordinances, codes and regulations, and all necessary federal, state, and municipal permits, licenses, and approvals are obtained prior to the commencement of any construction or portion of the Artwork Installation. Museum must keep the Licensed Premises free from waste materials and rubbish during Artwork Installation and maintenance, and remove any waste materials, rubbish, tools, equipment, machinery, and surplus materials from the Licensed Premises attributable to the Artwork, the Artwork Installation, or maintenance of the Artwork upon completion of the work.

5.4 **Maintenance.** Museum shall, at its sole cost and expense, perform any and all necessary or appropriate maintenance of the Artwork, including any and all maintenance as may reasonably be requested by County, in a manner that will not unreasonably disturb County's or the public use of the County Property. Museum warrants that the Artwork shall be free of defects in material and workmanship, and that Museum shall correct, at its sole expense, any such defects that appear at any time within the Term of this License Agreement. The Parties agree and acknowledge that the Artwork is designed to naturally degrade over time and that such planned degradation is not a breach of this maintenance obligation. In the event that, during the natural degradation of the Artwork, it becomes a hazard to public safety or public property, as determined by either Museum or County, Museum shall promptly remove or repair the Artwork in accordance with Article 6. Museum shall develop and provide in writing to County a wind plan

("Wind Plan") for the Artwork, meaning a plan to de-install and secure the Artwork on the Licensed Premises or to completely remove the Artwork prior to anticipated high winds that could potentially damage or destroy the Artwork. If County deems appropriate due to impending or threatened conditions or other causes, Museum shall implement the Wind Plan and complete such de-installation within five (5) business days of written request by County, at Museum's sole cost.

5.5 Subcontractors. Museum may, without County's consent, contract or subcontract any portion of the work contemplated by this License Agreement to any person or entity competent to perform such work, including the Artists. Museum shall require its subcontractors, by written contract, to comply with the provisions of this License Agreement to the same extent as Museum. A subcontract shall not relieve Museum of any of its obligations under this License Agreement.

5.6 Hazardous Substances. Museum agrees that Museum and its employees, agents, contractors, and subcontractors shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the County Property; (ii) take any action, or keep anything in or about the County Property that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the County Property; and (iv) use or occupy the County Property in any manner that will violate any applicable laws.

6. **DAMAGE; REMOVAL:**

6.1 The Artwork shall belong to Museum and shall be installed, maintained, and operated on the Licensed Premises at Museum's sole risk and obligation. Museum shall inspect the Artwork at least monthly and advise the County's Cultural Division, in writing by e-mail, when the inspection is complete and the results of each such inspection. Museum shall repair any damage or perform any routine maintenance of the Artwork within seven (7) calendar days of each such inspection, unless the Director provides written approval of a longer time period. In the event that the Artwork cannot be repaired, Museum shall remove the Artwork within seven (7) calendar days of the inspection or such longer period of time as approved in writing by the Director. County shall provide Museum and its employees, agents, or subcontractors access to the Licensed Premises as reasonably requested for purposes of inspection, repair, maintenance, or removal.

6.2 County shall not be liable for any damage to the Artwork, or any theft, misappropriation, or loss thereof, or any third parties' actions or omissions, relating in any way to the Artwork, except in the event of the negligence or willful misconduct of County or its employees, agents, or contractors. Nothing herein shall be deemed, construed, or asserted as County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

6.3 If at any time during the Term of this License Agreement, Museum or County identifies any deterioration to the Artwork that could result in it becoming a hazard or causing

damage or harm to individuals or public or private property, Museum shall repair the Artwork or completely remove the Artwork within two (2) calendar days after the earlier of either Museum identifying such deterioration or damage or written request by County. If Museum fails to timely repair or remove, County may repair or remove, as it deems appropriate in the Director's sole discretion, and Museum shall reimburse County all associated reasonable expense(s) including the County's administrative fee within thirty (30) days after invoice by County.

6.4 Upon the expiration or earlier termination of this License Agreement, Museum shall, at its sole cost and expense, remove the Artwork and Museum's other personal property from the Licensed Premises and restore the Licensed Premises to substantially the same condition existing on the Effective Date of the License Agreement, except for ordinary wear and tear. Any Artwork not removed from the Licensed Premises within ten (10) calendar days after the expiration or earlier termination of this License Agreement may be removed by County at the sole expense of Museum, and Museum shall reimburse County all such expense(s) including the County's administrative fee within thirty (30) days after invoice by County.

7. **SECURITY/ACCESS:** County shall allow Museum and its employees, agents, contractors, and subcontractors access to the Licensed Premises at times and dates to be agreed upon in advance between the respective designated staff contacts of County and Museum. County shall provide notice to Museum, and Museum shall comply with, any applicable security or access restrictions for the County Property or the Licensed Premises. In the event of an emergency requiring access outside of such regular public access hours, Museum shall access the Licensed Premises by contacting the Facilities Management Division's Work Control Center at 954-357-6600. "Emergency" shall mean a situation in which (a) an immediate threat is posed to (i) the health and safety of any occupant or visitor to the building; or (ii) the structural integrity of the building, or (b) there is a disruption or outage in communication services to the Licensed Premises.

8. **ASSIGNMENT OR SUBLETTING:** Museum shall not assign or transfer this License Agreement without County's prior written consent, which will not be unreasonably withheld or conditioned or unduly delayed.

9. **INSPECTIONS:** County or its agents, or any authorized employee of said agent, may enter upon the Licensed Premises at any time and for any reason, including to determine if Museum is using the Licensed Premises consistent with the terms of this License Agreement.

10. **WARRANTIES:** Museum represents and warrants that all services provided under this License Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Museum agrees that all services under this License Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services.

11. **INDEMNIFICATION:** Museum shall at all times hereafter indemnify, hold harmless

and defend County and all of County's current, former, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this License Agreement, which Claim is relating to personal injury, death, or damage to tangible personal property or is alleged to have resulted or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Museum or its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this License Agreement. In the event any Claim is brought against an Indemnified Party, Museum shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel approved in advance by County, approval of which shall not be unreasonably withheld. The obligations of this Section shall survive the expiration or earlier termination of this License Agreement.

12. **DAMAGES:** Neither Party shall be liable to the other Party for any of its lost profits, special, incidental, punitive, exemplary, or consequential damages, including, but not limited to, frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, down time cost or cost of reprocurement, even if advised of the possibility of such damages.

13. **INSURANCE:**

13.1 For the duration of this License Agreement, Museum shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D in accordance with the terms and conditions of this Article 13. Museum shall maintain insurance coverage against claims relating to any act or omission by Museum, its agents, representatives, employees, or Subcontractors in connection with this License Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

13.2 Museum shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

13.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Museum shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Museum shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

13.4 Museum shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this License Agreement and until all performance required by Museum has been completed, as determined by Contract Administrator. Museum or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of

cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Museum shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

13.5 Museum shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

13.6 If Museum maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County shall be entitled to any such broader coverage and higher limits maintained by Museum. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Museum.

13.7 Museum shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Museum shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Museum to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Museum agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Museum agrees to obtain same in endorsements to the required policies.

13.8 Unless prohibited by the applicable policy, Museum waives any right to subrogation that any of Museum's insurer may acquire against County, and agrees to obtain same in an endorsement of Museum's insurance policies.

13.9 Museum shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Museum under this article (Subcontractor's liability coverage limits may be lower, if approved in advance in writing by County's Risk Management Division). Museum shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

13.10 In the event Museum or any Subcontractor fails to maintain the insurance required by this License Agreement, County may pay any costs of premiums necessary to maintain the required coverage and invoice Museum for the costs of same. Museum shall not

permit any Subcontractor to provide Services under this License Agreement unless and until the requirements of this article are satisfied. If requested by County, Museum shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this Section 13.10.

13.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of this License Agreement for at least the duration stated in Exhibit D, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Museum must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

14. **DAMAGE OF LICENSED PREMISES:** Museum shall repair any damage of any kind or nature to the Licensed Premises or County Property caused by the use of the Licensed Premises by Museum or its employees, agents, contractors, or subcontractors. Museum shall give County prompt written notice, in compliance with the "Notices" section of this License Agreement, of any occurrence, incident, or accident occurring on the County Property relating to this License Agreement.

15. **DEFAULT/TERMINATION:**

15.1 Should either Party default in the performance of a material provision of this License Agreement and fail to correct same within thirty (30) calendar days after having received notice specifying the nature of such default, unless such default is of a nature that it cannot be completely cured within thirty (30) calendar days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the nondefaulting Party may terminate this License Agreement and may pursue all other remedies available to it at law and/or equity.

15.2 This License Agreement may also be terminated for convenience by either Party upon providing written notice to the other Party of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided.

16. **AMENDMENTS:** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

17. **SURRENDER UPON TERMINATION:** Museum agrees that upon termination of this License Agreement, Museum will leave the Licensed Premises in the condition existing at the commencement of this License Agreement, except for normal wear and tear.

18. **MATERIALITY AND WAIVER OF BREACH:** County and Museum agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this License Agreement, and that each is, therefore, a material term hereof. Either

Party's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

19. **NOTICES:** In order for a notice to a party to be effective under this License Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

NOTICE TO COUNTY:

Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
E-mail: bhenry@broward.org

With a copy to:

Broward County
Attn: Director of Cultural Division
115 S. Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301
E-mail: lfordham@broward.org

NOTICE TO MUSEUM:

Coral Springs Museum of Art, Inc.
Attn: Executive Director
2855A Coral Springs Drive
Coral Springs, Florida 33065
E-mail: jandrews@coralsprings.org

With a copy to:

Coral Springs Museum of Art, Inc.
Attn: Director of Development
2855A Coral Springs Drive
Coral Springs, Florida 33065
E-mail: ggrundylester@coralsprings.org

20. **INDEPENDENT CONTRACTOR:** Museum is an independent contractor under this License Agreement. Services provided by Museum pursuant to this License Agreement shall be subject to the supervision of Museum. In providing such services, neither Museum nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint

relationship is created hereby. County does not extend to Museum or Museum's agents any authority of any kind to bind County in any respect whatsoever.

21. **THIRD-PARTY BENEFICIARIES:** Neither Museum nor County intends to directly or substantially benefit a third party by this License Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this License Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this License Agreement.

22. **COMPLIANCE WITH LAWS:** Museum shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

23. **SEVERANCE:** In the event that any part of this License Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this License Agreement and the balance of this License Agreement shall remain in full force and effect unless both County and Museum elect to terminate the License Agreement. The election to terminate this License Agreement pursuant to this Section shall be made within seven (7) calendar days after the court's finding becomes final.

24. **PUBLIC RECORDS:** To the extent Museum is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Museum shall:

- (a) Keep and maintain public records required were County performing the services under this License Agreement;
- (b) Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the License Agreement and following completion of the License Agreement if the records are not transferred to County; and
- (d) Upon completion of the License Agreement, transfer to County, at no cost, all public records in possession of Museum or keep and maintain public records required by County to perform the service. If Museum transfers all public records to County, upon the completion of the License Agreement, Museum shall destroy any duplicate public records that are exempt or confidential and exempt. If Museum keeps and maintains public records upon completion of the License Agreement, Museum shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Museum to comply with the provisions of this Section shall constitute a material breach of this License Agreement entitling County to exercise any remedy provided in this License Agreement or under applicable law. A request for public records regarding this License Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Museum will provide any requested records to County to enable County to respond to the public records request.

IF MUSEUM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MUSEUM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7457, LFORDHAM@BROWARD.ORG, 115 S. ANDREWS AVE., 6TH FLOOR, FORT LAUDERDALE, FLORIDA 33301.

25. **LIENS:** Museum or its employees, agents, contractors or subcontractors shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of County in and to the Licensed Premises. Museum shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through, or under Museum. Museum shall also indemnify, hold harmless, and defend County against any such liens, including the reasonable attorney's fees of County. Such liens shall be discharged by Museum within thirty (30) calendar days after Museum receives notice from County of filing thereof, by bonding, payment, or otherwise, provided that Museum may contest, in good faith and by appropriate proceedings, any such liens.

26. **JOINT PREPARATION:** The Parties hereto acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as each Party deemed necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been a joint effort of the Parties, the language has been agreed to by the Parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

27. **HEADINGS AND INTERPRETATION:** The headings contained in this License Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this License Agreement. All personal pronouns used in this License Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this License Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

28. **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License Agreement by reference, and a term, statement, requirement, or provision of this License Agreement, the term,

statement, requirement, or provision contained in this License Agreement shall prevail and be given effect.

29. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this License Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this License Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS LICENSE AGREEMENT, MUSEUM AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE AGREEMENT.**

30. **PRIOR AGREEMENTS:** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

31. **INCORPORATION BY REFERENCE:** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached exhibits are incorporated into and made a part of this License Agreement.

32. **ACKNOWLEDGEMENT OF AUTHORITY:** Each individual executing this License Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such Party and does so with full legal authority.

33. **COUNTY LOGO:** Museum shall not use County's name, logo, or otherwise refer to this License Agreement in any marketing or publicity materials without the prior written consent of County.

34. **FORCE MAJEURE:** Neither Party will be responsible for any delay, interruption, or other failure to perform under this License Agreement due to acts or events beyond the reasonable control of the otherwise responsible Party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, and cable cuts by third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

35. **MULTIPLE ORIGINALS; COUNTERPARTS:** This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and CORAL SPRINGS MUSEUM OF ART, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  _____ 2/12/19
René D. Harrod (Date)
Deputy County Attorney


2019-02-05 Trailhead Perseverance Artwork License Agreement
RDH
#402231.8

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CORAL SPRINGS MUSEUM OF ART,
INC.

MUSEUM

WITNESSES:

Coral Springs Museum of Art, Inc.



Signature

Ernie Ospina

Print Name of Witness above



Signature

Brittany Curtis

Print Name of Witness above

By: 

Authorized Signor

JULIA ANDREWS, EXEC. DIRECTOR

Print Name and Title

7 day of February, 2019

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A
County Property

Prepared under the direction of: J.M. Joiner, PLS
Turnpike Surveyor
DATE: April 30, 2014

SAWGRASS/DEERFIELD EXPWY
Project No.: 2091-0
STATE ROAD NO.: 869
COUNTY: BROWARD

A portion of Parcels 146.1(A) and 148.1(A), as per Right of Way Map, Project Number 2091-0, as recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County, Florida, also being a portion of Tract 21, Florida Fruit Lands Company's Subdivision No. 2, as recorded in Plat Book 1, Page 102 of the Public Records of Palm Beach County, Florida, and a portion of the Southwest 1/4 of Section 31, all lying in Township 48 South, Range 41 East, Broward County, Florida, and being described as follows:

Commence at the Southwest corner of said Section 31, Township 48 South, Range 41 East; thence North 00°06'57" West, along the West line of said Section 31, a distance of 163.02 feet to the North Right of Way line of the C-14 Canal; thence North 89°01'17" East, along said North Right of Way line of the C-14 Canal, a distance of 15.00 feet to the East line of a 15 foot Road Right of Way, as shown on said plat of Florida Fruit Lands Company's Subdivision No. 2 and **POINT OF BEGINNING "A"**; thence North 00°06'57" West, along said East line of a 15 foot Road Right of Way, a distance of 67.25 feet; thence departing said East line, run South 89°59'38" East, a distance of 138.92 feet; thence South 00°00'30" West., a distance of 64.87 feet to the aforementioned North Right of Way line of the C-14 Canal; thence South 89°01'17" West, along said North Right of Way line and said South line of Tract 21, a distance of 138.79 feet to **POINT OF BEGINNING "A"**.

Containing 9,172 square feet, more or less.

TOGETHER WITH:

A portion of Parcel 145.1(B), as per Right of Way Map, Project Number 2091-0, as recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County, Florida, also being a portion of Tract 21, Florida Fruit Lands Company's Subdivision No. 2, as recorded in Plat Book 1, Page 102 of the Public Records of Palm Beach County, Florida, and a portion of the C-14 Canal, lying in the Southwest ¼ of Section 31, Township 48 South, Range 41 East, Broward County, Florida, and being described as follows:

Commence at the Southwest corner of said Section 31, Township 48 South, Range 41 East; thence North 00°06'57" West, along the West line of said Section 31, a distance of 163.02 feet to the North Right of Way line of the C-14 Canal and **POINT OF BEGINNING "B"**; thence North 89°01'17" East, along said North Right of Way line of the C-14 Canal, a distance of 153.79 feet; thence departing said Right of Way line, run South 00°00'30" West., a distance of 65.74; thence North 89°53'22" West, a distance of 153.63 to said West line of Section 31; thence North 00°06'57" West, along said West line of Section 31, a distance of 62.82 feet to **POINT OF BEGINNING "B"**.

Containing 9,880 square feet, more or less.

TOGETHER WITH:

A portion of 15 foot Road Right of Way, as per Right of Way Map, Project Number 2091-0, as recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County, Florida, also as shown on the plat of Florida Fruit Lands Company's Subdivision No. 2, as recorded in Plat Book 1, Page 102 of the Public Records of Palm Beach County, Florida, and lying in the Southwest ¼ of Section 31, Township 48 South, Range 41 East, Broward County, Florida, and being described as follows:

Commence at the Southwest corner of said Section 31, Township 48 South, Range 41 East; thence North 00°06'57" West, along the West line of said Section 31, a distance of 163.02 feet to the North Right of Way line of the C-14 Canal and **POINT OF BEGINNING "B"**; thence continue North 00°06'57" West, along the West line of said 15 foot Road Right of Way, a distance of 67.51 feet; thence departing said West line, run South 89°59'38" East, a distance of 15.00 feet to the East line of said 15 foot Road Right of Way; thence South 00°06'57" East, along said East line of the 15 foot Road Right of Way, a distance of 67.25 feet to the aforementioned North Right of Way line of the C-14 Canal; thence South 89°01'17" West, along said North Right of Way line, a distance of 15.00 feet to **POINT OF BEGINNING "B"**.

Containing 1,011 square feet, more or less.

TOGETHER WITH:

A portion of Parcel 138.1(B), as per Right of Way Map, Project Number 2091-0, as recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County, Florida, lying in Section 36, Township 48 South, Range 40 East, Broward County, Florida, and being described as follows:

Commence at the Southwest corner of Section 31, Township 48 South, Range 41 East, Broward County, Florida; thence North 00°06'57" West, along the West line of said Section 31, a distance of 163.02 feet to the Southeast corner of Parcel 138.1(B), as shown on said Right of Way Map and **POINT OF BEGINNING "B"**; thence South 89°01'17" West, along the South line of said Parcel 138.1(B), a distance of 106.60 feet to the Southwest corner thereof; thence North 00°00'25" East, along the West line of said Parcel 138.1(B), a distance of 69.34 feet; thence departing said West line, run South 89°59'38" East, a distance of 106.44 feet to said West line of Section 31; thence South 00°06'57" East, a distance of 67.51 feet to **POINT OF BEGINNING "B"**.

Containing 7,288 square feet, more or less.

Reserving unto the grantor all rights of light, air and view between the above tracts of land and the existing Limited Access Right of Way line of the Sawgrass/Deerfield Expressway.

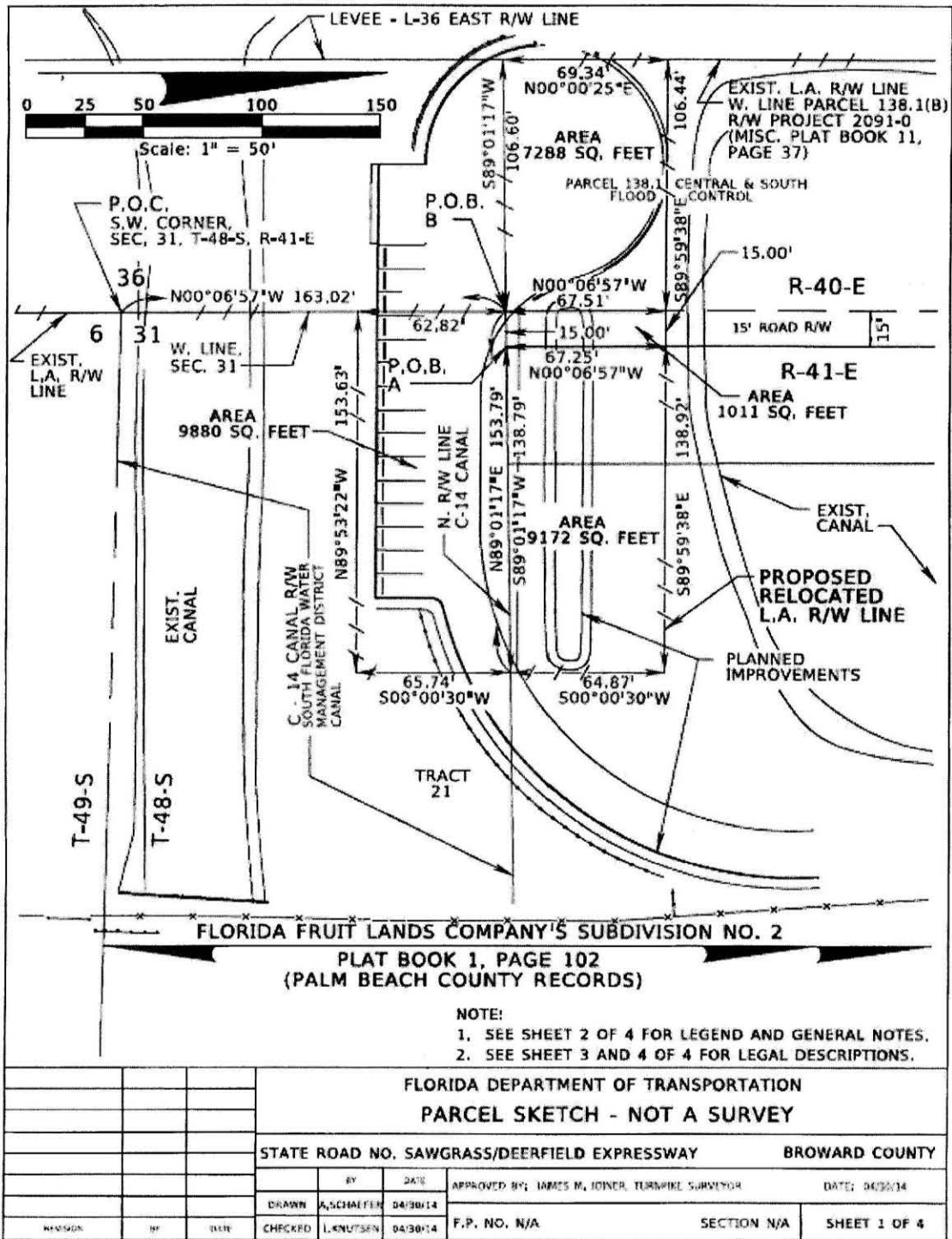


EXHIBIT B
Licensed Premises

The Licensed Premises are located west of the Sawgrass Expressway and south of Atlantic Boulevard, adjacent to the Service Road that provides access to the Sawgrass Trailhead at Atlantic Avenue, and are generally indicated below. The precise location and parameters of the Licensed Premises shall be determined by County in its sole and reasonable discretion.





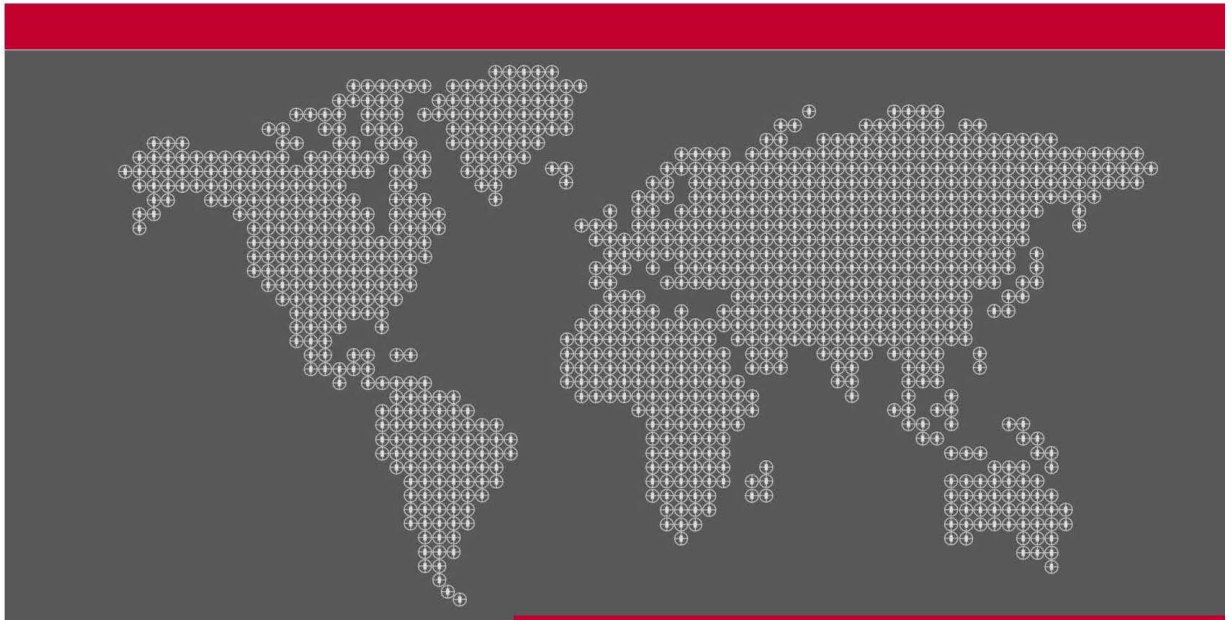
(East facing view of Licensed Premises from termination of Service Road)

EXHIBIT C
Plans

Exhibit C
Plans



Louis Berger



**Wind Analysis for Coral
Springs Museum of Art
Perseverance Installation**

Draft Report - August 7, 2018

louisberger.com

LB PROJECT NO. 2042933

LUDOVIC BINNER, P.E.
REGISTERED ENGINEER NO. 72274
STATE OF FLORIDA

2018 © ALL RIGHTS RESERVED LOUIS BERGER

OVERVIEW

This report summarizes our evaluation of overturning resistance under lateral wind forces of the proposed artwork installations for the Coral Springs Museum of Art. Furthermore, an associated design basic wind speed and analysis of proposed connections of the bamboo to base are also included in this report. The basic wind speed corresponds to a 3 second gust at 33 ft. above the ground as defined in *ASCE 7-10 Minimum Design Loads for Buildings and Other Structures*, which is the standard referenced by the Florida Building Code, 2017 Edition. The analysis and conclusions represented in this report are limited to the above stated. The structural integrity of the artwork pieces and their connection capacities are no part of this evaluation.

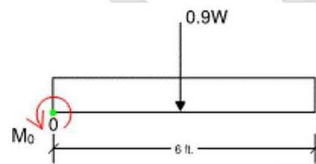
DESCRIPTION

The referenced art installations are proposed to be located in inland Broward County, Florida (2 locations). The information provided to Louis Berger, presented in Exhibit A attached to this report, was used as the basis of evaluation. As can be seen in the provided sketch in Exhibit A, the estimated air passage exceeds 70%. For analysis purposes, 50% air passage was assumed to account for the projection of overlapping windward and leeward lattice surfaces.

EVALUATION

Overturning Resistance and Basic Wind Speed

Determination of overturning resistance and basic wind speed is based on *Florida Building Code 2017* (FBC) and *ACSE 7-10 Chapter 29*. The maximum overturning moment, M_0 , was determined at one end of the base, point 0.



W: Weight of wood framed base and rock ballast (per Exhibit A).
Bamboo artwork weight has been neglected (conservative)

$$M_0 = 0.9 * 2968\text{lbs} * \left(\frac{6\text{ft}}{2}\right) = 8014 \text{ lbs} - \text{ft} \quad (\text{Factored Resisting Moment})$$

Louis Berger

Figure 1 illustrates the simplified shape used for the purposes of the wind analysis. Per ASCE 7-10 Section 29.5, the resultant force from the lateral wind pressure acts at the centroid, located approximately 9.33 ft. above the base, of the projected area normal to the wind. Therefore, the maximum lateral wind force the sculpture can withstand is:

$$F = \frac{M_o}{9.33ft} = 859 lbs.$$

From this maximum lateral force the basic wind speed was determined using ACSE 7-10 equations 29.5-1 and 29.3-1 for Exposure C structures as required by FBC 1620.1. Note that the projected area normal to the wind was reduced to account for the 50% air passage stated in the description.

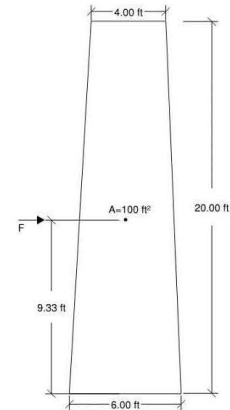


Figure 1 Simplified shape for wind analysis

$$F = q_z G C_f A_f$$

$$G = 0.85$$

$$C_f = 1.5$$

$$A_f = 100 * .5 = 50 ft^2$$

$$\therefore q_z = \frac{F}{G C_f A_f} = \frac{859 lbs}{.85 * 1.5 * 50 ft^2} = 13 psf$$

And:

$$q_z = .00256 K_z K_{zt} K_d V^2$$

$$K_z = 0.85$$

$$K_{zt} = 1.0$$

$$K_d = 0.85$$

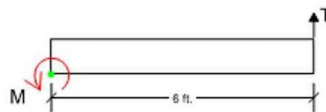
$$\therefore V = \sqrt{\frac{q_z}{.00256 K_z K_{zt} K_d}} = \sqrt{\frac{13 psf}{.00256 (0.85) (1.0) (0.85)}} = 84 mph$$

(ASCE 7-10 Eq. 29.5-1)
(ASCE 7-10 Section 26.9)
(ASCE 7-10 Figure 29.5.2)

(ASCE 7-10 Eq. 29.3-1)
(ASCE 7-10 Table 29.3-1)
(ASCE 7-10 Section 26.8.2)
(ASCE 7-10 Section 26.9.1)

Proposed Connection Check

The force in each bamboo was estimated by finding the resulting moment at the sculpture base due to the lateral wind force at the ultimate design basic wind speed of 84 mph, as determined previously. This is converted to an allowable wind speed of 65 mph.



Louis Berger

$$q_z = .00256K_zK_{zt}K_dV^2 = 7.81psf \quad (\text{ASCE 7-10 Eq. 29.3-1})$$

$$F = q_zGC_fA_f = 498.2 lbs \quad (\text{ASCE 7-10 Eq. 29.5-1})$$

$$M = F * 9.33ft = 4648 lbs$$

$$T = \frac{M}{6ft} = 775 lbs$$

Using the sketch in Exhibit A, the approximate spacing of bamboos is on average 7 in. along the perimeter of the base. Therefore, an estimated allowable value of 194 lbs. of tension force at each bamboo was used. This value is conservative as the actual resultant tension force will be distributed to more than one face of the sculpture base.

The proposed connection at the sculpture base is (6) 4" long galvanized screws (Exhibit A). Since the screw sizes were not indicated, size #10 screws were used for reference. Using the maximum bamboo diameter of 3 in., the screw will have a 1 in. embedment into the 2x12 PT wood framing. The capacity check is based on *National Design Specification for Wood Construction (NDS), 2015 Edition*.

NDS Table 12L was used to determine the reference lateral design value, Z, for a single screw. Assumptions of 1/2 in. wall thickness in the bamboo and a specific gravity similar to the southern pine being used to frame the sculpture base were used for the purposes of this evaluation. Using NDS Table 11.3.1 to determine applicable adjustment factors, the adjusted lateral design value, Z', for a single screw was calculated as follows:

$$Z' = Z * C_D C_M C_t C_g C_{\Delta} C_{eg} C_{di} C_{tn} = 143.36 lbs$$

$$Z = 128 lbs$$

$$C_D = 1.6 \quad (\text{NDS Table 2.3.2})$$

$$C_M = 0.7 \quad (\text{NDS Table 11.3.3})$$

$$C_t, C_g, C_{\Delta}, C_{eg}, C_{di}, C_{tn} = 1.0$$

The adjusted allowable design value for the group of six screws, 860 lbs., is greater than the applied allowable tension force, 194 lbs. Therefore, the proposed connection is adequate to resist the allowable design basic wind speed of 65 mph.

CONCLUSION

The evaluation presented in this report substantiates the artwork stability and base fastening capacity for winds up to 84 mph, ultimate. We have enclosed tables from ASCE 7-10 commentary (Exhibit B) to correlate the above wind speed definitions to hurricane categories and other characterizations of wind velocity.

Louis Berger

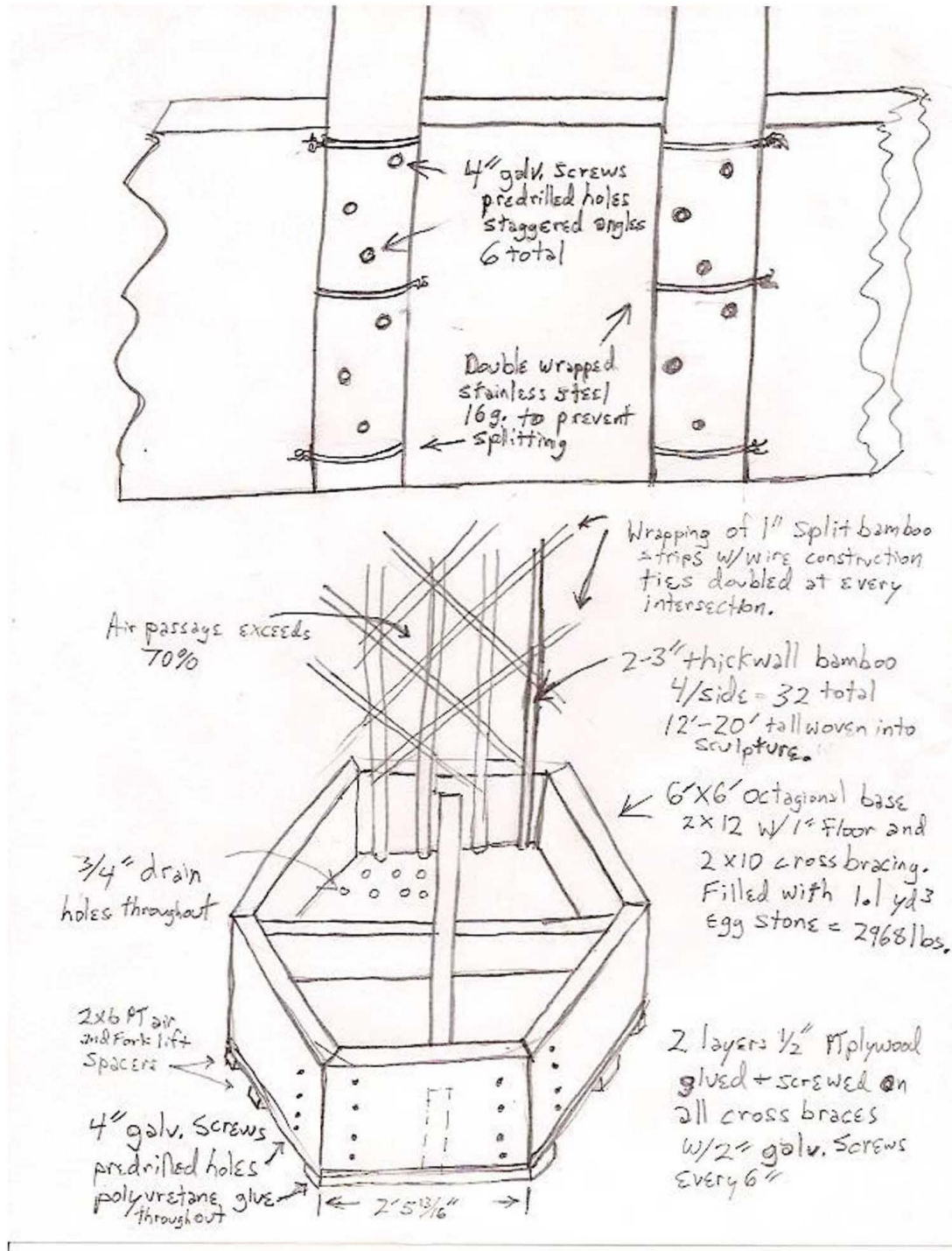
EXHIBIT A



Our sculptures are constructed from a mix of thick wall bamboo (2-3" diameter tapering to 1"), 12' - 20' in length, and wrapping split bamboo strips 3/4" wide, 12' - 20' in length. The bamboo tapers from base to top. The sculpture is more open at the head while the lowest 7 feet has 70% of weight and density at 25% max. The vertical bamboo structure is individually attached to a 2 x 12" base with 6 - 4" galv. screws. The bamboo and wrapping split bamboo are attached at every intersection with two (redundancy) construction loop ties (used to tie reinforcing bars together in poured concrete applications). The structure is engineered with a lattice of bamboo that flex together slightly yet work to make an unusually strong sculpture. The openings are in excess of 75% of the sculpture.

The plywood base footprint is a 2 x 12" x 6' diameter PT octagon glued and screwed with an inch of PT plywood (with drainage holes) as a floor, and a raised airspace (forklift slot) of 2 x 6" PT underneath. We secure vertical cross braces of 2x8" inside the base structure to additionally stiffen the sides and base (note these are lower than 12" perimeter, thus under the stone and not visible). All surfaces are screwed and glued with Loctite PL Premium Polyurethane Construction Adhesive.

The sculptures are very base heavy. 80% of the weight of each sculpture is in the bamboo butt ends – the lowest 1/3 of each sculpture. But they are still manageable – about 500 # fully built with the base attached. They are most stable even without the gravel in the base and are stored and constructed that way outdoors at our studio. Once installed, the sculptures are secured in public sites with 10" deep egg stone (2968lbs). The substantial weight of rock is fully resistant to public outdoor challenges. Hurricanes, storms and even snowplow encounters have proven inconsequential. We have installed using this method in the winter wind tunnel of NY City's Broadway, on the shores of Lake Michigan, and in New Orleans, as well as other locations nationally.



An example of all bamboo construction:



The Intrepid Albatross, 20 ft tall, 2017
bamboo, wire ties, recycled rubber, mirrors

EXHIBIT B

CHAPTER C26 WIND LOADS—GENERAL REQUIREMENTS

Table C26.5-1 Saffir/Simpson Hurricane Scale

Hurricane Category	Sustained Wind Speed (1)		Central Barometric Pressure		Storm Surge		Damage Potential
	mph	(m/s)	inches of mercury	millibars	ft	(m)	
1	74–95	33.1–42.5	>28.91	>979	4 to 5	0.8 to 1.2	Minimal
2	96–110	42.6–49.2	28.50–28.91	965–979	6 to 8	1.3 to 1.8	Moderate
3	111–130	49.3–58.1	27.91–28.47	945–964	9 to 12	1.9 to 2.7	Extensive
4	131–155	58.2–69.3	27.17–27.88	920–944	13 to 18	2.8 to 3.7	Extreme
5	>155	>69.3	<27.17	<920	>18	> 3.7	Catastrophic

1000 millibars = 100 kPa

(1) 1-minute average wind speed at 33 ft (10 m) above open water

Table C26.5-2 Approximate Relationship between Wind Speeds in Asce 7 and Saffir/Simpson Hurricane Scale

Saffir/Simpson Hurricane Category	Sustained Wind Speed Over Water ^a		Gust Wind Speed Over Water ^b		Gust Wind Speed Over Land ^c	
	MPH	(m/s)	mph	(m/s)	mph	(m/s)
1	74–95	33–43	90–116	40.2–51.9	81–105	36.2–46.9
2	96–110	44–49	117–134	52.3–59.9	106–121	47.4–54.1
3	111–130	50–58	135–158	60.3–70.6	122–143	54.5–63.9
4	131–155	59–69	159–189	71.1–84.5	144–171	64.4–76.4
5	>155	>69	>190	>84.5	>171	>76.4

^a1-minute average wind speed at 33 ft (10 m) above open water

^b3-second gust wind speed at 33 ft (10 m) above open water

^c3-second gust wind speed at 33 ft (10 m) above open ground in Exposure Category C. This column has the same basis (averaging time, height, and exposure) as the basic wind speed from Figure 26.5-1.


EXHIBIT D Insurance Requirements

Project: License Agreement with Coral Springs Museum of Art, Inc. for the Installation of Artwork
Agency: Cultural Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> LIQUOR LIABILITY <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 cpounall@broward.org
 c1-cpounall@broward.org
 2018.12.28 12:23:57
 -0500

 Risk Management Division