



**LICENSE AGREEMENT BETWEEN BROWARD COUNTY
AND DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE**

This License Agreement ("License Agreement") is made and entered into between Broward County, a political subdivision of the State of Florida ("County"), and Downtown Development Authority of the City of Fort Lauderdale, a political subdivision of the State of Florida ("DDA"). County and DDA 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 101 NW 1st Avenue, Fort Lauderdale, FL 33311 ("County Property"), as more particularly described on **Exhibit A**.

B. DDA will competitively procure an artist or team of artists (hereinafter referred to collectively as "Artist") to design and install artwork on the existing chain-link fence located on the western portion of County Property (the "Artwork") and will enter into an agreement with Artist to commission the Artwork.

C. DDA desires to utilize a portion of County Property to install the Artwork, and County desires to allow the Artwork to be installed and maintained on County Property by DDA 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 DDA a nonexclusive license to use a portion of 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 DDA the nonexclusive right, license, and privilege of accessing and using the portion of County Property that is more particularly described in **Exhibit B** attached hereto ("Licensed Premises") in accordance with the terms of this License Agreement.

1.2 DDA 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 DDA's use of the Licensed Premises as contemplated by this License Agreement.

2. **ARTWORK:**

2.1 DDA warrants and represents that DDA shall be the owner of the Artwork as further assured in **Exhibit D**, the Artwork is the original product of Artist's own creative efforts, and the Artwork is original and is a single edition. Except as otherwise expressly stated herein, DDA warrants that the Artwork shall be free of defects in material and workmanship. DDA 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. DDA shall ensure that the Artwork is delivered and installed at the Licensed Premises free and clear of any liens.

2.2 DDA grants, directly or indirectly, County a nonexclusive, unlimited, perpetual, and irrevocable right to use, display, publish, or reproduce the Artwork, 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 Artist, DDA, and the fundholders of the Community Foundation of Broward. DDA represents and warrants that it has the right to convey the rights and licenses granted to County in this License Agreement.

2.3 DDA 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. DDA warrants that the Artwork complies with all applicable patent, trademark and copyright laws, rules, regulations, and codes. DDA further agrees that the Artwork shall not utilize any protected patent, trademark or copyright unless Artist obtained all necessary permission and authority and provide documentation of same to County.

2.4 County shall notify DDA of any proposed affirmative action that will remove, destroy, or otherwise modify the Artwork by providing notice to DDA in accordance with the "Notices" section of this License Agreement. Any lack of notice to DDA or Artist shall not impede County's ability to proceed with any modification, repair, or removal.

2.5 DDA 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 use, display, and publish the Artwork, without the consent of any third party including the Artist. In the event of any violation of any representation or warranty provided by DDA under this License Agreement, County may terminate this License Agreement and DDA shall, upon request by County, remove the Artwork in accordance with Article 6 at DDA'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 three (3) years ("Initial Term"). The License Agreement may be renewed for up to

one (1) additional three (3) year term ("Renewal Term") only upon written approval of both Parties communicated as follows: to exercise any such renewal, DDA 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 its renewal option, and the Director of the Cultural Division of Broward County or designee ("License Administrator") shall notify DDA in writing within thirty (30) calendar days after receipt of such notice as to whether County consents to such renewal. If DDA does not provide timely written notice to renew, or if the License Administrator does not notify DDA 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 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 DDA's use of the Licensed Premises ("Taxes"), DDA shall directly pay such Taxes to the applicable taxing authority.

5. **USE OF LICENSED PREMISES:**

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

5.2 **Approval of Plans.** Within thirty (30) days prior to installation of the Artwork, DDA will submit to License Administrator drawings, plans, and/or specifications for the Artwork (the "Plans") which will reasonably detail the location and size of the Artwork and will be attached to this License Agreement as **Exhibit C**. County shall issue a Notice to Proceed upon approval of the Plans by License Administrator, at his or her sole discretion. The Artwork and the Artwork Installation (as defined below) must comply with the approved Plans. DDA may make necessary alterations or additions to the Plans only with prior written approval from License Administrator. When such alterations or additions are approved by License Administrator, they shall become a part of the Plans and **Exhibit C**. DDA shall be solely responsible for obtaining all necessary permits, inspections, and other approvals, including County approval, and all costs and fees associated with same.

5.3 **Installation.** DDA, including through its employees, agents, contractors, or subcontractors, shall install the Artwork at DDA's sole cost and expense and in accordance with the Plans at the Licensed Premises ("Artwork Installation"). DDA represents and warrants that: (a) the Artwork Installation shall be 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 shall be performed in such a way as to reasonably minimize interference with the operation of the Licensed Premises; and (c) all work shall comply 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. DDA 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. DDA 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 County Property. DDA warrants that the Artwork shall be free of defects in material and workmanship, and that DDA shall correct, at its sole expense, any such defects that appear at any time within the Term of this License Agreement. If during the Term of this License Agreement the Artwork becomes a hazard to public safety or public property, as determined by either DDA or County, DDA shall promptly remove or repair the Artwork in accordance with Article 6. DDA shall develop and provide in writing to County a 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 (collectively, "Wind Plan"). If County deems appropriate due to impending or threatened conditions or other causes, DDA shall implement the Wind Plan and complete such de-installation within five (5) business days of written request by County, at DDA's sole cost.

5.5 Subcontractors. DDA 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 Artist. DDA shall require its subcontractors, by written contract, to comply with the provisions of this License Agreement to the same extent as DDA. A subcontract shall not relieve DDA of any of its obligations under this License Agreement.

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

6. **DAMAGE; REMOVAL:**

6.1 The Artwork shall belong to DDA and shall be installed, maintained, and operated on the Licensed Premises at DDA's sole risk and obligation. DDA shall inspect the Artwork at least bi-monthly and advise the License Administrator, in writing by e-mail, when the inspection is complete and the results of each such inspection. DDA shall repair any damage or perform any routine maintenance of the Artwork within seven (7) calendar days after each such inspection, unless License Administrator provides written approval of a longer time period. In the event the Artwork cannot be repaired, DDA shall remove the Artwork within seven (7) calendar days after the inspection or such longer time period as approved in writing by License Administrator.

County shall provide DDA 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, DDA 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, DDA shall repair the Artwork or completely remove the Artwork within two (2) calendar days after the earlier of DDA identifying such deterioration or damage or written request by County. If DDA fails to timely repair or remove, County may repair or remove, as it deems appropriate in License Administrator's sole discretion, and DDA shall reimburse County all associated reasonable expenses 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, DDA shall, at its sole cost and expense, remove the Artwork and DDA'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 DDA, and DDA shall reimburse County all such expenses. Including the County's administrative fee, within thirty (30) days after invoice by County.

7. **SECURITY/ACCESS:** County shall allow DDA 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 DDA. County shall provide notice to DDA, and DDA shall comply with, any applicable security or access restrictions for County Property or the Licensed Premises. In the event of an Emergency requiring access outside of such regular public access hours, DDA 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:** DDA 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 DDA is using the Licensed Premises consistent with the terms of this License Agreement.

10. **WARRANTIES:** DDA 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). DDA 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. **GOVERNMENTAL IMMUNITY:** Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this License Agreement or any other contract. DDA is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

12. **INSURANCE:** Upon request by County, DDA must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If DDA holds any excess liability coverage, DDA must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County. If DDA maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary or non-contributory basis. County's insurance requirements shall apply to DDA's self-insurance.

In the event DDA contracts with a Subcontractor to provide any of the Services set forth in this License Agreement, DDA shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. DDA must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. DDA shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, DDA shall furnish evidence of insurance of all such Subcontractors. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required by this License Agreement.

13. **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.

14. **DAMAGE OF LICENSED PREMISES:** DDA shall repair any damage of any kind or nature to the Licensed Premises or County Property caused by the use of the Licensed Premises or County Property by DDA or its employees, agents, contractors, or subcontractors. DDA shall give County prompt written notice, in compliance with the "Notices" section of this License Agreement, of any occurrence, incident, or accident occurring on 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:** DDA agrees that upon termination of this License Agreement, DDA 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 DDA agree that each requirement, duty, and obligation set forth in this License Agreement 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 DDA:

Fort Lauderdale Downtown Development Authority
Attn: President & CEO
110 E Broward Boulevard, Suite 1610
Fort Lauderdale, FL 33301
E-mail: jenni@ddaftl.org

With a copy to:

Fort Lauderdale Downtown Development Authority
Attn: Executive Vice-President
110 E Broward Boulevard, Suite 1610
Fort Lauderdale, FL 33301
E-mail: elizabeth@ddaftl.org

20. **INDEPENDENT CONTRACTOR:** DDA is an independent contractor under this License Agreement. Services provided by DDA pursuant to this License Agreement shall be subject to the supervision of DDA. In providing such services, neither DDA 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 DDA or DDA's agents any authority of any kind to bind County in any respect whatsoever.

21. **THIRD-PARTY BENEFICIARIES:** Neither DDA 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:** DDA 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 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 DDA elect to terminate the License Agreement. The election to terminate this License Agreement pursuant to this section shall be made in writing within seven (7) calendar days after the court's finding becomes final.

24. **PUBLIC RECORDS:** To the extent DDA is acting on behalf of County as stated in Section 119.0701, Florida Statutes, DDA 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 DDA or keep and maintain public records required by County to perform the service. If DDA transfers all public records to County, upon the completion of the License Agreement, DDA shall destroy any duplicate public records that are exempt or confidential and exempt. If DDA keeps and maintains public records upon completion of the License Agreement, DDA 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 DDA 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. DDA will provide any requested records to County to enable County to respond to the public records request.

IF DDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DDA'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:** DDA 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. DDA 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 DDA. DDA 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 DDA within thirty (30) calendar days after DDA receives notice from County of filing thereof, by bonding, payment, or otherwise, provided that DDA 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, DDA 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:** DDA 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 without limitation: 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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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 the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE signing by and through its PRESIDENT & CEO, 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 Tricia D. Brissett 05.08.2019
Tricia D. Brissett (Date)
Assistant County Attorney

By René D. Harrod 5/15/19
René D. Harrod (Date)
Deputy County Attorney

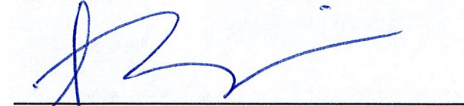
TDB/hb
DDA Fence Art License Agreement
04/30/19
#432734

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF FORT LAUDERDALE**

DDA

WITNESSES:

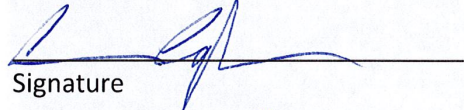
The Downtown Development Authority of
the City of Fort Lauderdale



Signature

Alexandra Saiz

Print Name of Witness above



Signature

Cameron Cunningham

Print Name of Witness above

By: 
Authorized Signor

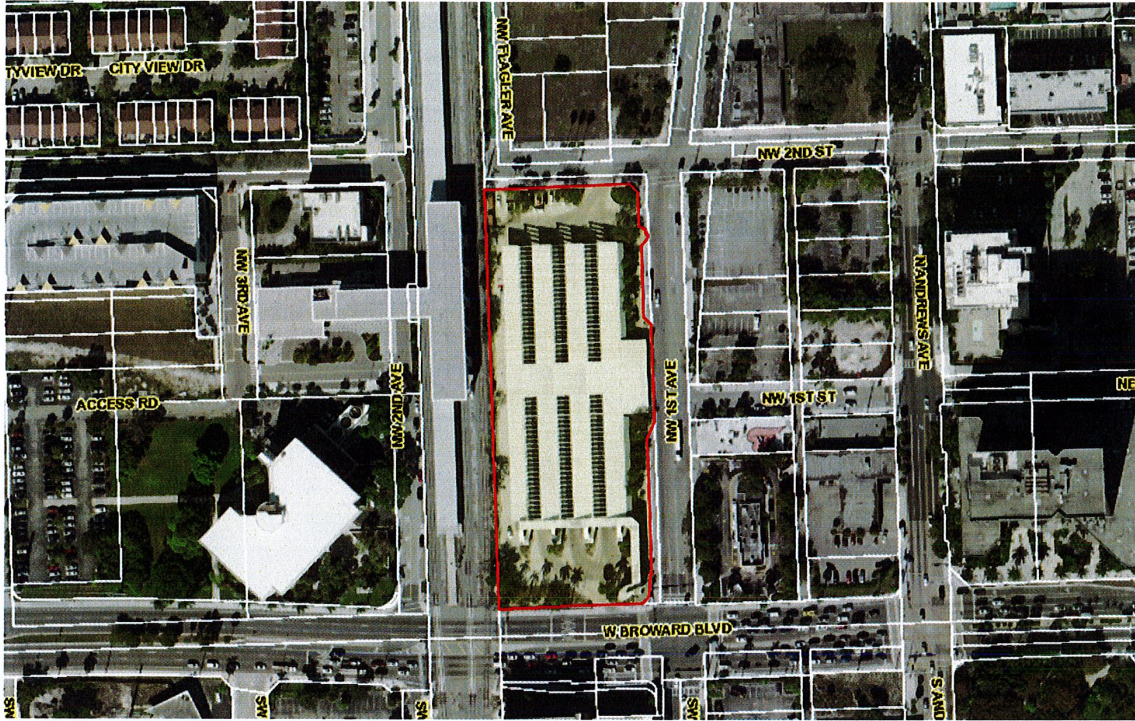
Jenni Morejon, President & CEO
Print Name and Title

07 day of May, 2019

ATTEST:

Corporate Secretary or other person
authorized to attest

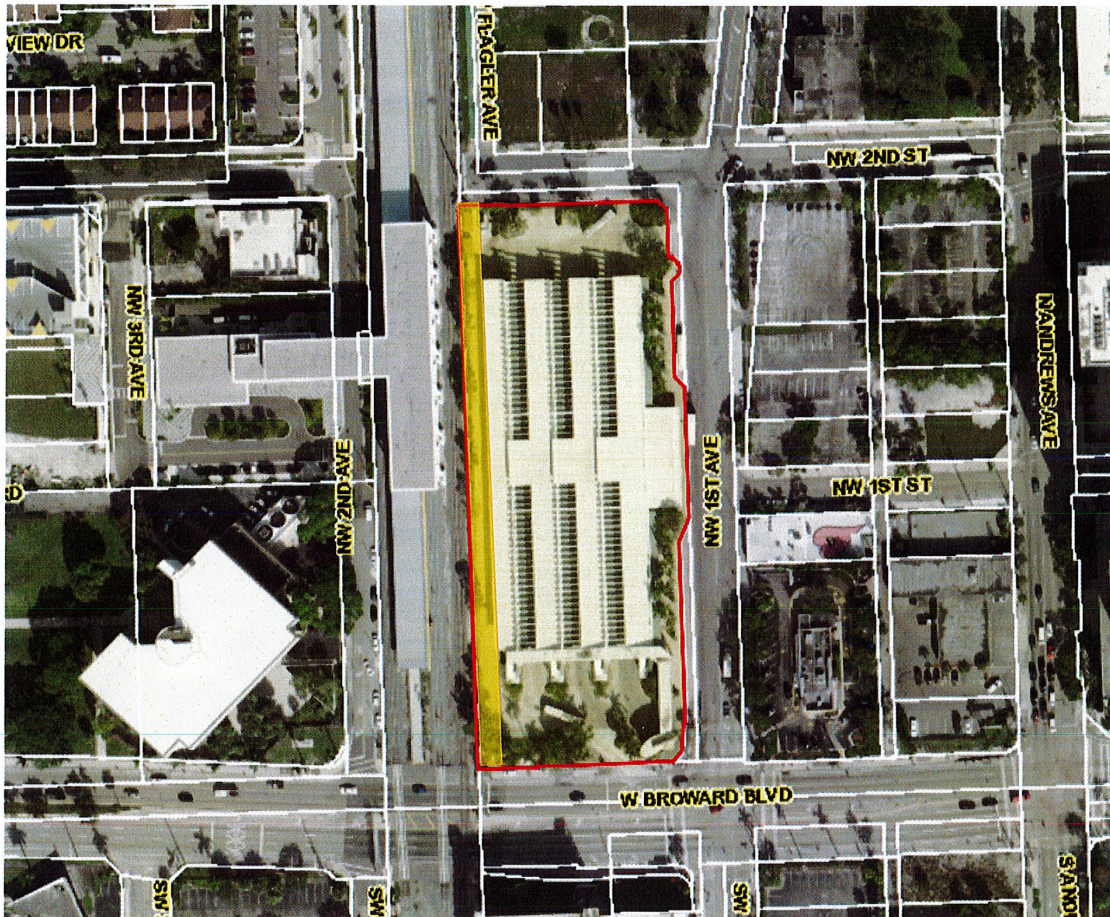
EXHIBIT A
County Property



Lots 1 through 24, inclusive, BLOCK 12, TOWN OF FORT LAUDERDALE, According to the plat thereof, as recorded in PLAT BOOK "B", PAGE: 40, of The Public Records of Miami-Dade County, Florida, Together With That Portion of Vacated Flagler Drive (40 Feet Wide), Per City of Fort Lauderdale Ordinance No. C-8, Lying Adjacent to Lots 1 Through 12 Inclusive in said BLOCK 12; All Less The South 15 Feet Thereof; Also Less that Certain Parcel of Land Called Parcel No. 191 Described In Official Records Book 7158, Page 274 of the Public Records of Broward County, Florida; Also Less Right Of Way Described in Official Records Book 16595, Page 444 of the Public Records of Broward County, Florida.

EXHIBIT B
Licensed Premises

The Licensed Premises consist of the County's chain-link fence located on the west perimeter of Broward County Transit's Central Terminal, 101 NW 1st Avenue, Fort Lauderdale, FL 33301. The precise location and parameters of the Licensed Premises shall be determined by County in its sole and reasonable discretion.





The Licensed Premises consist of the County's chain-link fence, which is approximately 5'6" high by 500' long, located on the west perimeter of Broward County Transit's Central Terminal, 101 NW 1st Avenue, Fort Lauderdale, FL 33301.

EXHIBIT C

Plans will be added to this License Agreement upon selection of Artist and design and approval by the Broward Cultural Council.

EXHIBIT D
DDA Assurances



110 East Broward Blvd. Suite 1610
Fort Lauderdale, FL 33301
Phone: (954) 463-6574
www.ddaffl.org

April 30, 2019

Leslie Fordham
Broward County Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, 33301

Re: Fence Art Project

Dear Leslie:

As requested, this letter serves as confirmation that upon final design approval of the proposed future fence art, the Fort Lauderdale DDA plans to own the artwork. An agreement that spells out this and other terms will be executed between the Fort Lauderdale DDA and the selected artist before any work is started.

If you should have additional questions, please don't hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Elizabeth Van Zandt'.

Elizabeth Van Zandt
Executive Vice-President

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