



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 1/31/25

DOCUMENT TITLE: BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

COMM. MTG. DATE: 11/7/24 CAM #: 24-1057 ITEM #: M-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Jolene C./5035 # of originals routed: 1 Date to CAO: N/A

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 1/31/25

D'Wayne M. Spence
Attorney's Name

DS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C. Date: 01/31/25

Assigned to: SUSAN GRANT ☒ ANTHONY FAJARDO ☐ LAURA REECE ☐
CHRIS COOPER ☐ BEN ROGERS ☐
SUSAN GRANT as Acting CRA Executive Director ☐

FEB 02 CCO 2/3/25

☐ APPROVED FOR S. GRANT'S SIGNATURE _____

PER ACM: A. Fajardo _____ (Initial/Date) C. Cooper _____ (Initial/Date)
L. Reece _____ (Initial/Date) B. Rogers _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☒ CCO Date: 2/3/25

4) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: _____

Comments/Questions: _____

6) City Clerk: Scan original and forwards 1 originals to: Jolene Chism/CAO/Suite 1320

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Jolene C.

MOTIONS

- M-1** 24-0936 Motion Approving An Allocation of Community Development Block Grant (CDBG) for Broward County Habitat Community Housing Development Corporation with Joinder and Consent by Habitat for Humanity Broward, Inc Not to Exceed \$482,000 - (Commission District 3)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

- M-2** 24-1057 Motion Approving a Billboard Relocation and Reconstruction Agreement between the City of Fort Lauderdale and Clear Channel Outdoor, LLC - (Commission Districts 1, 3 and 4)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

RESOLUTIONS

- R-1** 24-1033 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

24-231

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

- R-2** 24-1035 Resolution of the City Commission of the City of Fort Lauderdale, Florida, in Support of the Broward County Resolution Urging the School Board of Broward County, Florida, to Release All Cities Subject to Tri-Party Educational Mitigation Agreements and Approving the Release of the 2007 Tri-Party Education Agreement between the Broward County School Board and the City of Fort Lauderdale - (Commission Districts 1, 2, 3 and 4)

24-232

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-1057

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: November 7, 2024

TITLE: Motion Approving a Billboard Relocation and Reconstruction Agreement
between the City of Fort Lauderdale and Clear Channel Outdoor, LLC –
(Commission Districts 1, 3 and 4)

Recommendation

Staff recommends the City Commission consider a motion approving a billboard relocation and reconstruction agreement between the City of Fort Lauderdale and Clear Channel Outdoor, LLC.

Background

Florida Statutes Section 70.20 empowers governmental entities to enter into relocation and reconstruction agreements with sign owners that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing continued private investment in signage. Clear Channel, a sign owner in the City, proposes to voluntarily remove three existing billboards it maintains in the City of Fort Lauderdale and erect three digital face signs at new locations within the City to improve the aesthetic conditions in the Fort Lauderdale and provide revenue towards City's public goals. More specifically, Clear Channel will provide the following public benefits:

- Provide advertising space for:
 - State of Florida Office of Emergency Management for emergencies such as hurricanes, amber alerts, and police or fire situations.
 - Reserve up to five (5) hours per month of space on digital faces for public service messages from the City and Broward Housing Solutions, to be distributed evenly.
- As part of the agreement, Broward Housing Solutions, LLC ("BHS") on behalf of Clear Channel Outdoor, LLC ("Clear Channel") proposed to the City a potential funding source to address housing needs. This agreement establishes a Neighborhood Enhancement Program to fund established public goals as follows:
 - Clear Channel will pay \$25,000 a year per digital face for a total amount of \$125,000 for all five digital faces annually.

- Neighborhood Enhancement Program funds to be dispersed to the nonprofit organization selected by the City for the reduction of slum and blight, including but not limited to the assistance to and reduction of homelessness,
- If a billboard in the agreement is being operated with a printed face(s), the Clear Channel's contribution will be \$12,000 per printed face.

Table 1 outlines the designated billboards to be removed, and Table 2 shows the locations of new digital billboards.

Table 1 – Existing Billboards to be Removed

Site #	General Location/Folio Number	Number of Existing Billboard Faces	City Commission District
Site #A 5801 N. Andrews Way	West of I-95 and 0.3 miles south of Cypress Creek Road facing north and south. Folio: 4942 10 04 0051	Two (2) Existing Billboard Faces	1
Site #B Airport Exit Ramp	South side of south airport exit ramp east of FEC right-of-way	One (1) Existing Billboard Face	4
Site #C (vacant lot) NW 62 nd Street	*Cypress Creek Road west of Andrews Avenue facing east and west Folio: 4942 10 00 0324	Two (2) Existing Billboard Faces	1

Table 2 – Locations of New Digital LED Billboards

Site #	General Location/Folio Number	Number of Digital LED Faces	City Commission District
Site #1 Solomon 5701 N Andrews Way	West side of I-95 and 0.6 miles south of Cypress Creek Rd facing north and south Folio: 4942 10 06 0070	Two (2) New Digital LED Billboard Faces	1
Site #2 JPG 1700 LLC 1800 NW 23 Ave	West side of I-95 and 0.8 miles north of Sunrise Boulevard facing south Folio: 4942 32 17 0021	One (1) New Digital LED Billboard Face	3
Site #3 Paigo Bros 3000 W. State Road 84	North side of I-595 and 0.7 miles west of I-95 facing east and west Folio: 5042 20 00 0210	Two (2) New Digital LED Billboard Faces	4

In the event Clear Channel replaces a digital face on a digital LED billboard with a printed face, Clear Channel will offer the City approval of an alternative digital billboard in Fort Lauderdale to provide public service messages. Alternatively, the City and Clear Channel may agree to an increase to the contribution to the Neighborhood Enhancement Program that equals an estimated fair market value of the loss of advertising space.

Resource Impact

Revenue related to this agreement will be included in the FY 2024 operating budget in the account listed below contingent upon the approval of the December Consolidated

Budget Amendment.

Funds available as of October 25, 2024					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT/ ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-3240-000-341-900	Housing Grant Operations	Other General Government Charges and Fees	\$0	\$0	\$125,000
APPROPRIATION TOTAL					\$125,000

Strategic Connections

This item is a FY 2024 Commission Priority, advancing the Homelessness initiative and the *Affordable Housing and Economic Development* initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Housing Focus Area, Goal 2: Enable housing options for all income levels.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Safety Focus Area
- Coastal Management, Community Health and Safety Element
- Goal 2: Manage coastal areas to ensure public safety and to protect city investments and economic drivers.

Attachment

Exhibit 1 – Relocation and Reconstruction Agreement

Prepared by: Lorraine Tappen, Principal Urban Planner, Development Services Department

Acting Department Director: Alfred G. Battle Jr., Development Services Department

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

THIS BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT (“Agreement”) is made on this 7th day of January, 2025 by and between the City of Fort Lauderdale, a Florida municipality organized and existing under the laws of the State of Florida (the “City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company (“Clear Channel”).

RECITALS

WHEREAS, Section 70.20, Florida Statutes (2024), authorizes and encourages agreements of this type by empowering municipalities to "...enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication and provide for the relocation and reconstruction of billboards by agreement, ordinance or resolution"; and

WHEREAS, the City has a stated public goal of reducing slum and blight and of reducing the number of nonconforming signs throughout the City; and

WHEREAS, Clear Channel is proposing to voluntarily remove the existing billboards with printed faces listed on Exhibit A hereto (the “**Takedown Billboards**”) and by their removal improve the aesthetic character of the City without the expenditure of public funds to accomplish such goal, and to relocate, replace and reconstruct such billboards in the locations listed on Exhibit B hereto (the “**70.20 Billboards**”) with automatically changing faces (the “**Digital Faces**”); and

WHEREAS, the removal of the Takedown Billboards will reduce the number of nonconforming signs within the City, and

WHEREAS, in furtherance of the effort to reduce slum and blight conditions within the City, in addition to the removal of nonconforming signs, the City and Clear Channel will create a

Neighborhood Enhancement Program (“**Neighborhood Enhancement Program**”) that will allow funds to be dispersed to valid not-for-profit entities chosen by the City that will enhance neighborhoods by the reduction of slum and blight, including but not limited to the assistance to and reduction of homelessness; and

WHEREAS, Clear Channel and the City acknowledge the efforts of Broward Housing Solutions, LLC, a local non-profit corporation (“**BHS**”) to address housing. Clear Channel will provide BHS with public service messaging to support BHS’s housing for the homeless programs; and

WHEREAS, the parties wish to provide the terms and conditions under which such Existing Billboards shall be removed and the 70.20 Billboards shall be relocated; and

WHEREAS, the proposed new billboards will conform to the standards provided in the City’s Code and as provided in this Agreement and will improve the appearance of the existing 70.20 Billboards; and

WHEREAS, the City has determined that the provisions of the Agreement are in the public interest and will assist in accomplishing the goals set forth herein, including without limitation, reducing the total number of billboards in the City, including on surface streets, and support for the homeless housing programs which will benefit the City generally through the Neighborhood Enhancement Program; and

WHEREAS, this Agreement was approved by the Fort Lauderdale City Commission at a public hearing on November 7, 2024.

NOW THEREFORE, the City and Clear Channel, in consideration of the terms and conditions contained herein, do hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into and made part of this Agreement.

2. **Waiver of Just Compensation.** Clear Channel hereby expressly waives any right to receive from the City just compensation for the removal of the billboard sign faces and supporting sign structures associated with the Takedown Billboards identified in Exhibit "A" whether such a claim for just compensation is predicated on Sections 70.001, 70.20(9), 479.15(2) or 479.24, Florida Statutes.

3. **70.20 Billboards/Voluntary Removal of Takedown Billboards/Alternative Locations.**

3.1 Clear Channel shall remove the Takedown Billboards described in Exhibit A in accordance with the provisions of Section 3.2 hereof. In accordance with Section 70.20, Florida Statutes, in consideration for, among other things, Clear Channel's removal of the Takedown Billboards and the Neighborhood Enhancement Program described herein, Clear Channel shall be permitted to relocate, replace, reconstruct, retrofit, or any combination of the foregoing the Takedown Billboards as the 70.20 Billboards at the locations specified on Exhibit B hereto, in accordance with the Replacement and Removal Schedule provided in Exhibit C hereto.

3.2 Clear Channel shall, at its sole cost and expense, permanently and voluntarily remove the printed sign face(s), the above-ground portions of the Takedown Billboards, or both as applicable, identified in the Replacement and Removal Schedule in Exhibit "C" hereto for the corresponding 70.20 Billboard within sixty (60) days of receipt by Clear Channel of all necessary final, non-appealable or appealable with no appeal having been filed governmental approvals, authorizations and permits for the erection, installation and operation of a 70.20 Billboard ("Permits"). Clear Channel shall be the owner of all Permits and all 70.20 Digital Billboards.

3.3 Within ten (10) business days from receipt of all Permits for a 70.20 Billboard, Clear Channel will use commercially reasonable efforts to commence construction of such 70.20 Billboard.

3.4 The City has agreed to permit the 70.20 Billboards at the Designated Locations identified in Exhibit “B,” subject to demonstration that the billboards are in full compliance with applicable regulations.

4. Advertising Space.

4.1 Clear Channel will utilize the advertising space available on the Digital Billboard Face(s) on the 70.20 Billboards through the State of Florida’s Office of Emergency Management (the “OEM”), upon official activation of the OEM for certain limited emergency reasons, such as hurricanes, amber alerts, and police or fire emergency situations. Such access shall be subject to the agreements that Clear Channel has in place from time to time with the FBI, the National Amber Alert System, the State of Florida, or the OEM.

4.2 Clear Channel will reserve up to five (5) hours per month of space on the Digital Faces, to display public service and community messaging which shall be limited to City and BHS sponsored event announcements and non-commercial public service announcements, as applicable (“**Public Service Messages**”). The City shall be responsible for providing Clear Channel with approved Public Service Message copy and shall also be responsible for any costs associated with providing Clear Channel with artwork in acceptable format for City approved copy. By January 1st of each year, the City shall provide stock Public Service Message copy with artwork in acceptable format which may be utilized by Clear Channel for that calendar year. Such advertising space shall be allocated equally between the City and BHS.

4.3 Clear Channel will also utilize unsold space on the Digital Billboard face(s) to display messaging on behalf of the City, BHS, or both to display public service and community messaging on a space available basis only. Subject to the requirements specified in this Section 4.

4.4 The display of Public Service Message copy is subject to the following conditions and parameters: all advertising copy must be submitted to Clear Channel at least five (5) business days before the proposed display date and will be subject to Clear Channel’s standard advertising policies which allow Clear Channel, in its sole discretion, to approve or disapprove

copy and remove copy once posted or displayed. Neither the City shall charge for, or exchange goods or services for, any space granted for Public Service Messages. Any unused billboard display time will be forfeited and will not roll over.

4.5 Notwithstanding anything else in this agreement, the City shall and hereby does agree to indemnify, defend and hold harmless Clear Channel for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation concerning any Public Service Message requested by the City, including, but not limited to, a claim that any portion of any such Public Service Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include an obligation for City to be responsible for compensating Clear Channel for any lost profits or consequential damages or any similar remedy that Clear Channel may assert against any third party. Notwithstanding anything else in this Agreement, this section shall survive any termination or expiration of this Agreement. The City does not agree to indemnify, defend and hold harmless Clear Channel for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation concerning any Public Service Message requested by BHS. Clear Channel will enter into its standard advertising contract with BHS which contains similar terms and conditions.

4.6 Clear Channel may replace a Digital Billboard Face with a printed billboard face from time to time in its sole and absolute discretion. Clear Channel shall not be required to pay a permit amendment fee upon any such change. In the event Clear Channel replaces a Digital Face on a 70.20 Billboard with a printed face, Clear Channel will offer for City approval an alternative digital billboard in the Fort Lauderdale market to provide Public Service Messages on behalf of the City in accordance with Section 4. In the event that Clear Channel and City fail to come to an agreement on a suitable alternative digital billboard, the parties may agree to an increase to the Neighborhood Enhancement Contribution that equals an estimated fair market value of the loss of advertising space.

5. **Building Standards Governing 70.20 Billboards; City Regulations.** Building standards for the 70.20 Billboards shall be governed by the South Florida Building Code, as it shall be amended from time to time.

6. **Digital Face Operating Requirements.**

6.1 The Digital Faces shall utilize digital message technology, capable of changing the message or copy on the sign electronically. A Digital Face may be internally or externally illuminated. Digital Faces shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing or the varying of light intensity.

6.2 Digital Faces installed and operated in conformance with this Agreement shall not be considered scintillating, flashing, moving or containing animation.

6.3 Each message on a Digital Face must be displayed for a minimum of (8) eight seconds.

6.4 Digital Faces shall not operate at brightness levels of more than 0.3 (zero point three) foot candles above ambient light, as measured using a foot candle meter at a pre-set distance, which for a 14' x 48' Digital Face is 250 feet.

6.5 Each Digital Face must have a light sensing device that will adjust the brightness as ambient light conditions change.

6.6 The technology currently being deployed for digital billboards is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. Any other technology that operates under the maximum brightness stated above shall not require an ordinance change for approval. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

7. **Neighborhood Enhancement Contribution.**

7.1 Commencing on the NEA Commencement Date (as defined below) for each Digital Face, Clear Channel shall create a Neighborhood Enhancement Account for the benefit of the City (the “NEA”). The Neighborhood Enhancement Account is an account established by Clear Channel for the depositing of funds earmarked for expenditures associated with the Neighborhood Enhancement Program that will allow funds to be dispersed to valid not-for-profit entities chosen by the City that will enhance neighborhoods by the reduction of slum and blight, including but not limited to the assistance to and reduction of homelessness. Clear Channel will pay into the NEA an annual fee of Twenty-Five Thousand Dollars (\$25,000.00) per year per Digital Face (a total of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per year for all five proposed Digital Faces) as a neighborhood enhancement contribution pursuant to the Neighborhood Enhancement Program for so long as each 70.20 Billboard remains installed (the “**Neighborhood Enhancement Contribution**”). The initial Neighborhood Enhancement Contribution for any Digital Billboard face shall be paid within thirty (30) days following the issuance of all necessary final, non-appealable or appealable with no appeal having been filed local and state governmental and third party approvals for the Digital Face, and completion of construction of such Digital Face fully capable of displaying digital advertising and connected to a permanent power supply (the “**NEA Commencement Date**”). Annual payments of the Neighborhood Enhancement Contribution shall continue upon each anniversary of the NEA Commencement Date provided such Digital Face remains in operation at such time. If a 70.20 Billboard is being operated with a printed face(s), the Neighborhood Contribution will be reduced to Twelve Thousand Dollars (\$12,000.00) per printed face.

7.2 The City shall propose each year qualifying non-profits that address issues related to homelessness to receive grants from the NEA for that year, which Clear Channel shall approve in its reasonable discretions. Such grants shall be approved by the City Commission or its designee, which shall include the City Manager or its appointee. Eligible recipients shall include, but shall not be limited to, 501(c)3 organizations operating within the districts where the Takedown Billboards or the new 70.20 Billboards are located and such other community based organizations and charities as the City may designate and as shall be approved by Clear Channel.

The parties agree that the NEA funds should be used to assist the community needs of the citizens of Ft. Lauderdale and Broward County.

8. **Clear Channel and Landowner Consent.** The construction of a 70.20 Billboard, or the relocation and reconstruction of an Affected Billboard Face to an Alternative Location or Existing Location as the case may be, shall require the consent of Clear Channel and the owner of the real property where it will be located. Clear Channel shall bear the sole risk of finding, securing and maintaining the sites for the erection of a 70.20 Billboard, or the relocation and reconstruction of an Affected Billboard Face.

9. **Indemnity and Hold Harmless.** This Agreement contemplates the removal of existing billboard signs in exchange for Clear Channel's right to erect, install, operate, and maintain the 70.20 Billboards in accordance with the terms and conditions set forth in this Agreement. It is recognized that Clear Channel may have lease agreements with property owners relating to such existing signs that Clear Channel is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Clear Channel agrees to indemnify the City, as applicable, from any lawsuit, and shall defend with counsel designated by Clear Channel and reasonably acceptable to the City and hold the City, as applicable, harmless against any claim asserted by an affected property owner resulting from the removal of the Takedown Billboards identified in Exhibit A hereto that are removed after the date of this Agreement.

10. **Assignments Binding Nature.** This Agreement will be binding upon and will inure to the benefit of and be enforceable by, the parties and their respective legal representatives, successors, or permitted assigns. Clear Channel agrees not to assign, transfer or convey (collectively "assignment") any ownership in a 70.20 Billboard unless the assignee shall execute an agreement to be bound by the terms and conditions of this Agreement.

11. **Governing Law/Jurisdiction/Venue.** This Agreement shall be construed and controlled by the laws of the State of Florida, and the parties further consent to jurisdiction, if available, and venue in the federal district courts sitting in Broward County, Florida. If, and only if, the federal district court lacks jurisdiction, the parties consent to jurisdiction and venue in the state circuit court in Broward County, Florida. Clear Channel waives all defenses of lack of

personal jurisdiction and *forum non conveniens*. Process may be served on either party in the manner authorized by applicable law or court rule.

12. The City acknowledges and agrees that the Take Down Billboards listed on Exhibit A are legally nonconforming billboards under the City Code.

13. **Authority; Rights; Severability.** The parties agree and acknowledge:

13.1 This Agreement was negotiated and entered into by each of the parties pursuant to the authority conferred upon them by law including Section 70.20, Fla. Stat. (2024), which provides in part that:

“municipalities . . . are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality. . . involved and to provide for relocation and reconstruction of signs by agreement, ordinance, or resolution.”

13.2 That the rights conferred upon Clear Channel under this Agreement are vested as of the Effective Date, and as such, any future sign regulation that may otherwise alter the terms of this Agreement, or diminish Clear Channel’s rights with respect to maintaining and operating its 70.20 Billboards, shall respect and preserve such vested rights;

13.3 That, if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then said provision shall be severed, and the remaining provisions shall remain in full force and effect. Notwithstanding any provision declared illegal, invalid, or unenforceable, this Agreement has valid purposes, which include *inter alia* facilitating the net reduction of billboard signs in the aggregate in the City in order to preserve and improve urban aesthetics and traffic safety while also properly balancing private property and commercial speech rights;

13.4 That nothing in this Agreement shall be read to impermissibly interfere with the lawful exercise of the City's police powers to protect the public from serious threats to health or safety; and

13.5 That this paragraph shall apply to all portions of this Agreement; and to the extent any language in this Agreement is deemed inconsistent or contrary to this paragraph, the language contained in this paragraph shall control.

14. **Modification.** This Agreement may only be modified or amended by the express, written consent of the parties to this Agreement, executed with the same formalities that this Agreement was executed. The Agreement shall remain unmodified and in full force and effect, and the parties hereby ratify their respective obligations hereunder.

15. **Entire Agreement.** The Agreement, and all Exhibits attached hereto, shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

16. **Representations and Warranties.** Clear Channel hereby represents and warrants that it: (a) is a limited liability company in good standing under the laws of the State of Delaware; (b) is duly authorized to transact business in the State of Florida; and (c) has taken all organizational actions necessary to authorize execution and performance of this Agreement. The City hereby represents and warrants that: (a) it is empowered to enter into this Agreement; and (b) this Agreement has been duly authorized by the Commission of the City of Fort Lauderdale pursuant to the procedural requirements of Florida law, hereby represents and warrants that: (a) it is empowered to enter into this Agreement; pursuant to the procedural requirements of Florida law.

17. **Agreement Running with the Billboard Owner.** This Agreement shall run with Clear Channel and the locations permitted hereunder, and shall be binding upon the parties hereto, their successors and assigns.

18. Miscellaneous Provisions.

18.1 Notices. All notices or other written communications required, contemplated or permitted under this agreement shall be in writing and shall be hand delivered, telecommunicated or mailed by registered or certified mail, return receipt requested, to the following address:

City of Fort Lauderdale:

Office of the City Attorney
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301
Attn: City Attorney

Clear Channel:

Clear Channel Outdoor, LLC
5800 NW 77th Court
Miami, Florida 33166
Attn: Real Estate Department

With a copy to:

Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

18.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which constitute the same Agreement.

18.3 The headings contained herein are for the convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

18.4 The Effective Date of this Agreement shall be as of the date it has been executed by both parties hereto.

18.5 The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every

covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

18.6 This Agreement shall be recorded in the Public Records of Broward County, Florida.

18.7 Public Records.

IF CLEAR CHANNEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO CLEAR CHANNEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

CLEAR CHANNEL shall comply with public records laws, and CLEAR CHANNEL shall:

1. Keep and maintain public records required by CITY to perform the service.
2. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CLEAR CHANNEL does not transfer the records to CITY.
4. Upon completion of the Contract, transfer, at no cost, to CITY all public records in possession of CLEAR CHANNEL or keep and maintain public records required by CITY to perform the service. If CLEAR CHANNEL transfers all public records to CITY upon

completion of the Contract, CLEAR CHANNEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CLEAR CHANNEL keeps and maintains public records upon completion of the Contract, CLEAR CHANNEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

18.8 Anti-Human Trafficking. As a condition precedent to the effectiveness of this Agreement, Clear Channel shall provide the City with an affidavit signed by an officer or a representative of Clear Channel under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date shown above.

CITY OF FORT LAUDERDALE

By: [Signature]
Dean J. Trantalis, Mayor

Dated: Feb. 7, 2025

ATTEST:



David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE

By: [Signature]
Susan Grant, Acting City Manager

3rd day of February, 2025
APPROVED AS TO FORM AND

CORRECTNESS:

[Signature]
D'Wayne M. Spence, Deputy City Attorney
Intern

CLEAR CHANNEL OUTDOOR, LLC

By: [Signature]
Bryan Parker

Title: EVP- Real Estate and Public Affairs

Dated: January 22, 2025

ATTEST:

[Signature]
Print Name: Katrin Le Marulle
Title : Assistant Corporate Secretary

Dated: January 22, 2025

Exhibit "A"

Takedown Billboards

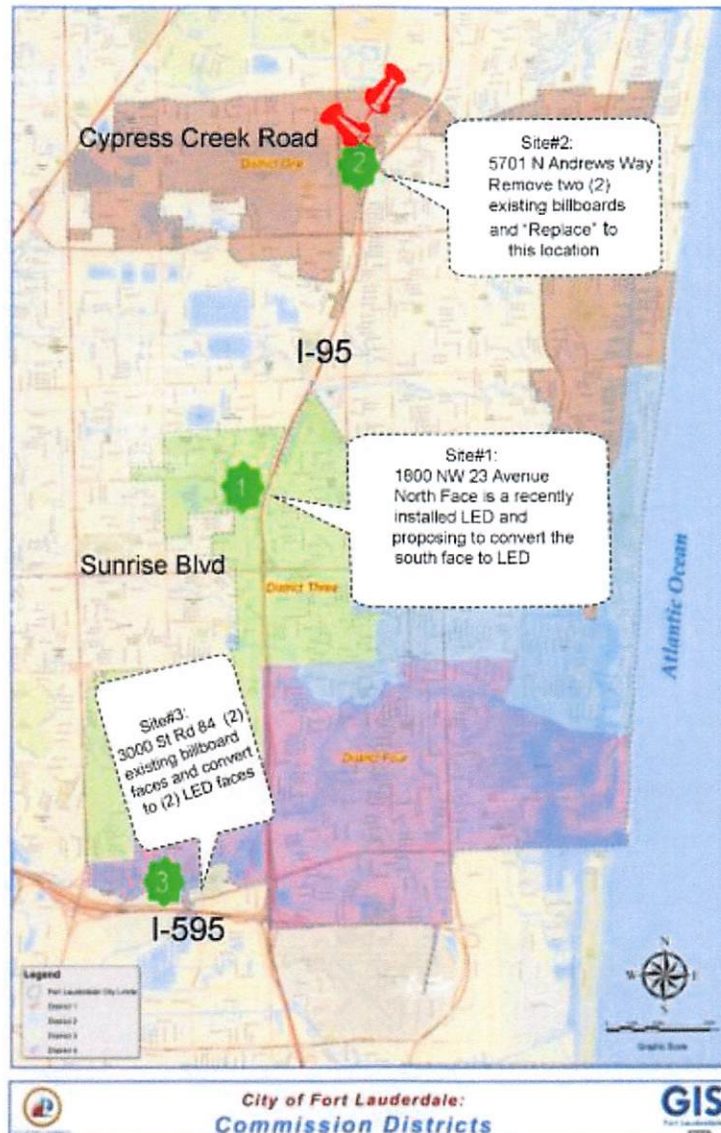
<u>Designated Existing Billboards to be Relocated and Reconstructed</u> <u>(the Takedown Billboards")</u> <u>Pursuant to 70.20</u>			
Site #	Address Folio#	Number of Existing Billboard Faces	
Takedown #A 5801 N. Andrews Way	I-95 WS .3m SO Cypress Creek Road – Facing S and N Folio: 4942 10 04 0051	Two (2) Existing Billboard Faces	
Takedown #B Airport Exit Ramp	S Airport Exit Ramp SS 25ft E/O FEC RW	One (1) Existing Billboard Face	
Takedown #C (vacant lot) NW 62 nd St	*Cypress Creek Rd NS 248F WO Andrews Avenue – Facing East and West Folio: 4942 10 00 0324	Two (2) Existing Billboard Faces	

Exhibit "B"
70.20 Billboards

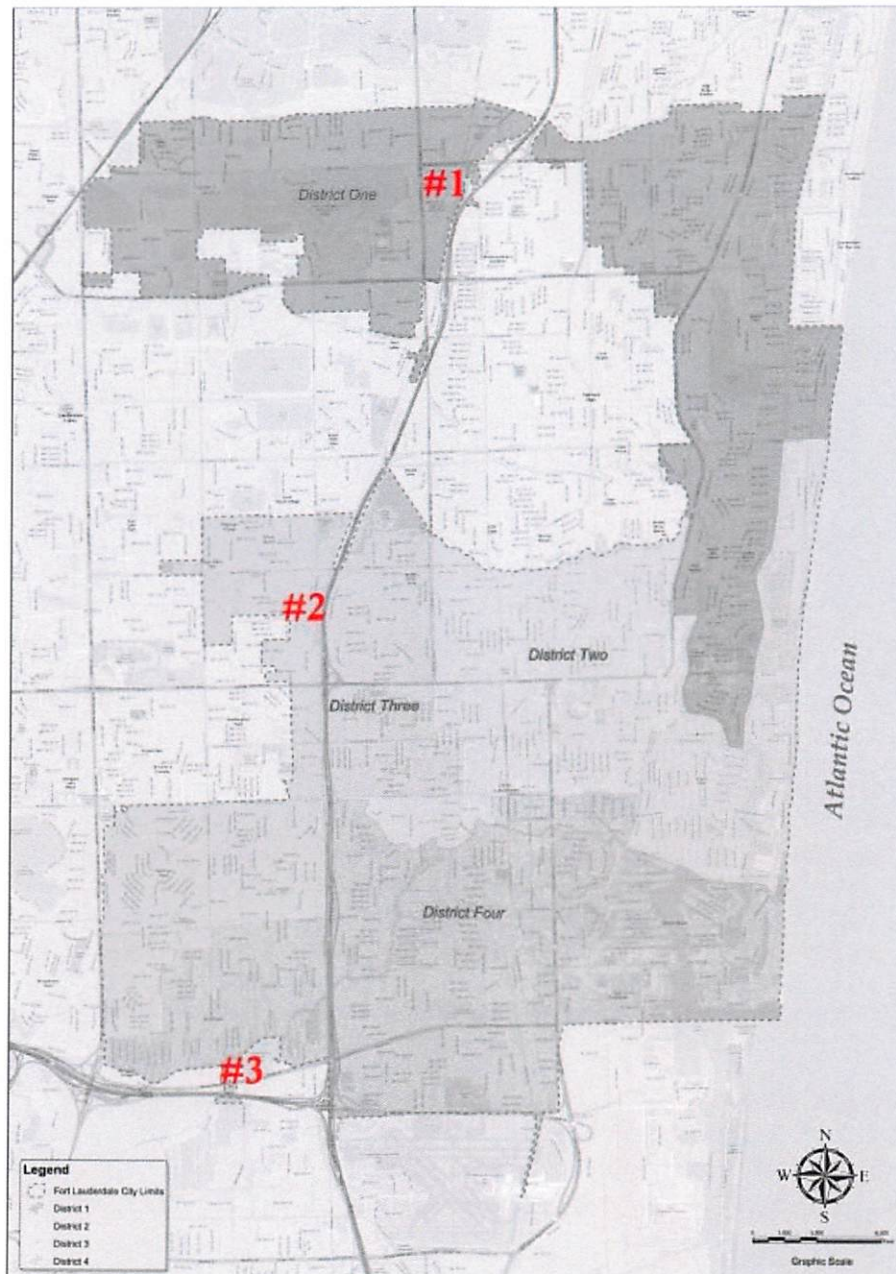
<u>Designated Billboards/Locations to be Relocated (upgraded) and Reconstructed (the "70.20 Billboards")</u>		
Address Site #	Ride Description Folio#	Number of LED 70.20 Faces
Site #1 Solomon 5701 N Andrews Way	I-95 WS .6m SO Cypress Creek Rd – Facing N and S Folio: 4942 10 06 0070	Two (2) New Digital LED Billboard Faces
Site #2 JPG 1700 LLC 1800 NW 23 Ave	I-95 WS .8m NO Sunrise Blvd – Facing South Folio: 4942 32 17 0021	One (1) New Digital LED Billboard Face
Site #3 Paigo Bros 3000 W St Rd 84	595 NS .7m WO I-95 – Facing East and West Folio: 5042 20 00 0210	Two (2) New Digital LED Billboard Faces



**City of Fort Lauderdale
Billboard Replacement Agreement
Proposed Amendment Map**



City of Fort Lauderdale
Billboard and Replacement Agreement
Proposed Amendment Map



Site #1 5701 N Andrews Way

Site #2 1800 NW 23 Ave

Site #3 3000 St Rd 84

EXHIBIT "C"

Replacement, Reconstruction and Removal Schedule

<u>Designated Existing Billboard to be Relocated</u> <u>(the Takedown Billboards")</u> <u>Pursuant to 70.20</u>		
Site #	Address Folio#	Number of Existing Billboard Faces
Takedown #A 5801 N. Andrews Way	I-95 WS .3m SO Cypress Creek Road – Facing S and N Folio: 4942 10 04 0051	Removing Two (2) Existing Billboard Faces For Site # 1
Takedown #B Airport Exit Ramp	S Airport Exit Ramp SS 25ft E/O FEC RW	Removing One (1) Existing Billboard Face For Site # 2
Takedown #C (vacant lot) NW 62 nd St	*Cypress Creek Rd NS 248F WO Andrews Avenue – Facing East and West Folio: 4942 10 00 0324	Removing Two (2) Existing Billboard Faces For Site # 3

<u>Designated Billboards/Locations to be placed (upgraded)</u> <u>and Reconstructed</u> <u>(the “70.20 Billboards”)</u>		
Address Site #	Ride Description Folio#	Number of LED 70.20 Faces
Site #1 Solomon 5701 N Andrews Way	I-95 WS .6m SO Cypress Creek Rd – Facing S and N Folio 4942 10 06 0070 – Reconstruction Site	Two (2) New Digital LED Billboard Faces
Site #2 JPG 1700 LLC 1800 NW 23 Ave	I-95 WS .8m NO Sunrise Blvd – Facing South Folio 4942 32 17 0021	One (1) New Digital LED Billboard Face
Site #3 Paigo Bros 3000 W St Rd 84	595 NS .7m WO I-95 – Facing East and West Folio: 5042 20 00 0210	Two (2) New Digital LED Billboard Faces

Exhibit "D"

Portion of FDOT Reduced Spacing form for Site#: 1

RULE 14-10.004, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

575-070-04
RIGHT OF WAY
OGC - 07/18

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Outdoor S FL Division

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Ft Lauderdale

Highway Name & Number: I-95

Sign location description: I-95 West Side 0.6 miles South of Cypress Creek Road

Property Tax ID#: 4942 10 06 0070

Is this sign site intended to be qualified under reduced spacing as authorized by Section 479.07(9)(c), Florida Statutes?

☒ Yes ☐ No

If Yes, you must submit the following documents with this application package:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign on an interstate highway in exchange for the removal of an existing sign or signs; and

(b) A copy of the agreement between the Applicant and the local government identifying the sign(s) to be removed and approving the location that is the subject of this application.

LOCAL GOVERNMENT PERMISSION

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- ☐ Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- ☐ Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- ☐ Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

Signature of Local Government Official

Date

Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.