



2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- ☐ Landscaping, irrigation, and hardscape.
- ☐ Monument sign.
- ☒ Other (explain): Aesthetic Painting of County Roadways and Intersections
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove

the improvements, if the improvements or use do not comply with this Agreement or the approved plans.

- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
  - 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may

be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

- 9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.
- 9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.
- 9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.
10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.
11. SECURITY. (Check one)
- ☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.
- ☒ There is no obligation for security as part of this Revocable License Agreement.
12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this 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 Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable 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 \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 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 \_\_\_\_\_  
*COUNTY ADMINISTRATOR*  
~~Mayor~~  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

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

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
City of Fort Lauderdale FOR NON-EXCLUSIVE ACCESS  
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

\_\_\_\_\_  
Municipal Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney

## **EXHIBIT A**

# **Aesthetic Painting of County Roadways and Intersections**

## **Special Technical Provisions**

### **General**

1. The following Broward County Special Technical Provisions provide requirements and guidance for the aesthetic painting of roadways and intersections on County roadways.
2. The special technical provisions herein are supplemental requirements to the applicable minimum standard conditions contained within the Broward County Public Works Department, Highway Construction & Engineering Division APPLICATION FOR PERMIT FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY. The special technical provisions described are intended to meet the special circumstances associated with the installation and maintenance of aesthetically painted designs on County roadways and intersections.

### **Governing Standards**

1. The governing standards and specifications related to the aesthetic painting of streets and intersections are limited; however, relevant technical standards, guidance and support pertaining to colored pavement is provided in Section 3G.01 of the USDOT/FHWA Manual on Uniform Traffic Control Devices (MUTCD).
2. The aesthetic painting of roadway surfaces is not considered a traffic control device, and therefore any such aesthetic treatments shall be installed in a manner that would not resemble traffic control markings or otherwise be perceived by users as inferring a traffic control message.

### **Design Content**

1. The applicant shall provide color scale rendering(s) of the proposed painted roadway or intersection design(s).
2. Designs shall be artistic in nature, consisting of graphical patterns or representing natural, cultural, artistic or historic themes associated with the municipality or community.

3. Acceptability of any designs shall be in accordance with applicable COUNTY policies as outlined in the Broward County Advantage Marketing Program.

### **Installation Requirements**

1. The paint used for the project shall be suitable for application to asphalt surfaces (per manufacturer's specifications) and shall have received federal or State of Florida approval for application on asphalt roadway surfaces with moderate to high levels of vehicular traffic.
2. The paint used for the project shall contain a mixture of fine aggregates in order to mitigate potential reduction in surface friction from the painted surface. The type, size and composition of the aggregates shall be determined by the applicant's engineer, and may consist of natural crystalline materials and/or synthetic particles. Examples include, but are not limited to sharp silica (high-friction sand) and calcined bauxite. The applicant's engineer shall provide a signed and sealed letter certifying that the paint mixture will provide sufficient frictional material for the safe use of the roadway surface for pedestrians, bicyclists and vehicles.
3. The paint used for the project shall not include fluorescent, reflective, prismatic, metal flake, or iridescent additives. Self-illuminating or night-glowing additives to the paint require prior approval.
4. The painted design shall minimize the use of white and yellow colors; but if used, white or yellow stripes or bars between 2.0 inches and 36.0 inches wide shall not be permitted so as not to be mistaken as lane lines or stop bars.
5. The painted design shall minimize the use of red; but if used, the red paint shall be applied in a manner that would not be perceived as a "stop" or "do not enter" instruction to users in any portion of the roadway segment or intersection.
6. The painted design shall minimize the use of the same green color used for bike lanes, unless it is specifically used for a designated bike lane along the roadway or intersection. If used, any bike-lane green color, or similar color tones, shall be applied in a manner that would not be mistaken as a bike lane or bike travel area.
7. The painted design shall not include elements that could erroneously channel or misdirect traffic into opposing streams of traffic or obstructions.
8. The painted design shall not include elements that could be misinterpreted as traffic control markings (such as arrows, bike logos or shapes normally used for traffic control signs).
9. The painted design shall not include word messages.
10. In accordance with section 3G.01 of the MUTCD, the painted surface should not use patterns or colors that degrade the contrast of crosswalk lines and other pavement markings. Therefore, a minimum 4-inch border, consisting of either black or other very dark contrasting color, shall be installed around all crosswalk lines and other pavement markings contained within or immediately

adjacent to the painted design. A border is not required in areas where the adjacent painted design is already black or a very dark contrasting color.

11. Broward County reserves the right to review and approve the final aesthetic painting design. If after review of the design the County determines that additional bordered guidance striping or other pavement markings are required for the safe and efficient flow of traffic through the painted roadway section or intersection, the additional striping or pavement markings shall be incorporated into the design, and installed at the applicant's cost.
12. The applicant shall be responsible for any permitting requirements, insurance, security, public information and maintenance of traffic regarding the installation.

#### **Maintenance Requirements**

1. The applicant shall be responsible for the continued maintenance of the painted surface throughout the life of the project, and shall be fully responsible for any direct and indirect costs associated with permitting, insurance, security, public information and maintenance of traffic.
2. The applicant shall ensure that the original quality and visibility of the painted design remains in good condition throughout the life of the installation.
3. The applicant shall be responsible for addressing graffiti removal and any other intentional or unintentional damage to the painted surface.
4. Upon the first and each subsequent one-year anniversary of the installation, the applicant's engineer shall submit a signed and sealed letter to the County certifying that the painted surface is still in good order and provides adequate frictional surface for the safe flow of traffic across the roadway section or intersection. Should the applicant's engineer identify any deficiencies at any time, the engineer shall notify the County within five (5) business days of the deficiency, and outline the proposed course of remedial action and timetable. The engineer shall then submit a signed and sealed letter to the County within five (5) business days of successful completion of the mitigation, certifying that the issue has been satisfactorily corrected.

## **Exhibit B**

# **Aesthetic Painting of County Roadways and Intersections**

## **List of Intersections**

1. SE 3 Avenue and Las Olas Boulevard.