

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT ("First Amendment") is made and entered into by and between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and City of Fort Lauderdale, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Licensee"). The County and the Licensee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

- A. County and Licensee entered into a Revocable License Agreement effective on August 25, 2020 ("License Agreement").
- B. Pursuant to the License Agreement, the County granted Licensee a license to access and use County Property to construct and install certain Improvements as identified in **Exhibit C** of the License Agreement, to be constructed and installed on portions of the County Property as identified in **Exhibit B** of the License Agreement.
- C. The Parties desire to amend Section 7 of the License Agreement relating to the maintenance, repair, and restoration of the County Property.

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

- 1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the First Amendment shall retain the meaning ascribed to such terms in the License Agreement.
- 2. **Effective Date.** This First Amendment shall be effective as of the date it is fully executed by the Parties.
- 3. **Section 7 of the License Agreement.** Section 7 of the License Agreement shall be replaced with the following:

Maintenance and Repair Obligations. Licensee shall be solely responsible for and shall, at all times, construct and install at its sole cost and expense the Improvements within County Property during the term of this Agreement. Licensee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Licensee's exercise of the rights granted hereby and restore any improvements or landscaping now existing within the County Property to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Licensee does not complete the installation and construction of the Improvements pursuant to this Agreement,

Licensee shall, at its sole cost and expense, restore the County Property to the condition it was in prior to the partial installation and construction of the Improvements, using materials of like kind and quality. In the event that Licensee fails to fulfill these obligations, County may complete the work and Licensee shall reimburse County for all costs and expenses incurred as a result of such failure. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

4. **No Additional Modification of License Agreement.** Except as expressly modified herein, all terms and conditions contained within the License Agreement shall remain in full force.
5. **Multiple Originals; Modifications; Conflict.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this First Amendment and the terms of the License Agreement, the terms of this First Amendment shall control.
6. **Incorporation.** This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the License Agreement and this First Amendment.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to 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 25th day of August, 2020 (Agenda Item # 66), and the CITY OF FORT LAUDERDALE, signing by and through its Mayor, 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 _____, 20____

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: _____
Christina A. Blythe (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

**FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE.**

LICENSEE

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

ATTEST

Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)

By _____
Dean J. Trantalis, Mayor
_____ day of _____, 2020

By _____
Christopher J. Lagerbloom, City Manager
_____ day of _____, 2019

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

James Brako, Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, CHRISTOPHER J. LAGERBLOOM, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped