



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-5.

MEETING DATE	2019-09-04 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
Revocable License Agreement between the City of Fort Lauderdale and The School Board of Broward County, Florida

REQUESTED ACTION:
Approve the Revocable License Agreement approved by the City of Fort Lauderdale at the July 9, 2019 County Commission Regular Meeting (Agenda Item CM-10) for the purpose of providing a new pedestrian fence partially situated on City Owned property located on the campus of Sunland Park Academy.

SUMMARY EXPLANATION AND BACKGROUND:
Project Architect: Jorge A. Gutierrez Architect, LLC
See Executive Summary (Exhibit 1) for detailed information.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$52,912. The funds will be coming from the Environmental Health & Safety operating budget. The financial impact amount represents an estimated project value; however, the amount authorized will not exceed the total of all selected individual project element's cost proposal amounts to completion.

EXHIBITS: (List)
(1) Executive Summary (2) Revocable License Agreement (3) City Commission Agenda Memo (4) Collaboration Form

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shelley N. Meloni, Director	Phone: 754-321-1515
Name: Gregory T. Boardman, Project Manager III	Phone: 754-321-1522

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Frank Girardi - Executive Director

Approved In Open Board Meeting On: **SEP 04 2019**
By: *Heather P. Burkwood*
School Board Chair

Signature
Frank L. Girardi
8/23/2019, 5:06:54 PM

EXECUTIVE SUMMARY

**Revocable License Agreement
City of Fort Lauderdale and The School Board of Broward County, Florida**

GENERAL OVERVIEW:

In an effort to increase the safety of the students during drop-off and dismissal activities at Sunland Park Academy, it was determined that providing a new fence would be the best way to control student circulation at the bus drop-off location. The specific designed location of the new fence infringes onto city property and thus, an Agreement with the City of Fort Lauderdale (the "City") was necessary in order to avoid costly geometry changes to the existing sidewalk drop-off area. The City has agreed to the plans and has asked to enter into said Agreement (See Exhibit 2 for details).

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

This instrument prepared by:
Robert B. Dunkel,
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 4th day of September,
2019 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter "CITY"

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, FL 33301, its successors and assigns ("LICENSEE")

WHEREAS, LICENSEE is the fee simple owner of real property located at 919 N.W. 13th Avenue, Fort Lauderdale, FL 33311 more particularly described under Broward County Property Appraiser Property ID # 5042 04 35 0010 and described as *Property* herein and set forth in **Exhibit "A"** attached hereto; and

WHEREAS, LICENSEE wishes to remove portable plastic traffic barriers within the bus drop-off area within the License Area on the Property and construct new four-foot high galvanized chain link fencing with green vinyl coating on the chain link and ADA ramps with landing and detectable surfaces; and

WHEREAS, LICENSEE seeks the Project Improvements under this Revocable License as a means of additional safety features for those children arriving and leaving the Sunland Park Elementary School by bus to protect students from vehicular traffic during drop-off and dismissal activities, and promote increased security for the students by making this side of the school and bus loading area safer and aesthetically more pleasing; and

WHEREAS, granting this Revocable License serves a valid municipal purpose; and

WHEREAS, the Project includes the construction of new fence and ADA ramps which would encroach over the public right-of-way; and

WHEREAS, the location and plan & typical section of the new fence and ADA ramps are set forth on **Exhibit "B"** attached hereto ("License Area"); and

WHEREAS, in order to construct the new fence and ADA ramps over the public right-of-way, the CITY is requiring LICENSEE to enter into this Revocable License; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on July 9, 2019, has authorized execution of this Revocable License by the City Manager;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

2. Defined Terms. The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

Contract Administrator means the City Engineer for the CITY, or his designee, who has been designated in writing with a copy delivered to the LICENSEE's Contract Administrator. For the LICENSEE, Contract Administrator means the Superintendent of Schools or his or her designee who has been designated in writing with a copy delivered to the CITY's Contract Administrator. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

Day(s) means in computing any period of time expressed in day(s) in this Revocable License, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Development Project means the removal of portable plastic traffic barriers within bus drop-off area of the Property within the License Area and the construction of four-foot tall galvanized chain link fences with green vinyl coating on the chain link and new ADA ramps

with landing and detectable surfaces as authorized in the PRW 19003 Administrative Review and Engineering Permit No. **19060358**.

Effective Date means the effective date of this Revocable License, which shall be the date upon which the Revocable License has been executed by LICENSEE and the proper CITY officials on behalf of the CITY.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the Broward County Amendments thereto.

License Area means that area or portion thereof within the rights-of-way as depicted on Exhibit "B" which also include a plan & typical section of the Project Improvements as attached hereto.

LICENSEE means The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, its successors and assigns.

Permit means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and Broward County Administrative Amendments thereto or an Engineering Permit issued by the City Engineer, or both, whichever the case may be.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Plans and Specifications means the plans, specifications, drawings, details, and survey for the Project Improvements to be installed, constructed, operated, maintained, repaired and removed within the License Area during the term of the Revocable License, which such plans, specifications, drawings, details, etc. are on file with the City Engineer, **Permit No. 19060358**.

Project means the closure of the public right-of-way within the License Area during the term of this Revocable License and the construction, installation, operation, maintenance, repair and reconstruction, from time to time, of the Project Improvements within the License Area in conjunction with the activities for the Development Project. The term *Project* also includes the ongoing obligation of maintenance and repair of the License Area, including operation, maintenance, repair and reconstruction of Project Improvements, from time to time and when necessary, during the term of the Revocable License. The term *Project* shall **not** include the possession, use or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Improvements means the demolition and removal of temporary concrete barriers within the bus drop-off area and the construction, installation, operation, maintenance, repair and reconstruction, from time to time, of approximately 110 linear feet, in three segments of new

four foot high galvanized chain link fence together with ADA ramps and landing & detectable surfaces of approximately 240 square feet within the License Area. Project Improvement Plans are attached hereto as **Exhibit "C."**

Project Site means the area within the Property and License Area.

Property means the real property owned by the LICENSEE and described as Parcels A & B, SUNLAND SCHOOL SITE AMENDED, as recorded at Plat Book 48, Page 3 of the Public Records of Broward County, Florida, together with Parcels A, B & C, Re-subdivision of Block 1, LINCOLN PARK 4TH ADDITION, AMENDED, as recorded in Plat Book 54, page 44 of the Public Records of Broward County, Florida, copies of such Plats being attached hereto as **Exhibit "A."**

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Area (except as otherwise authorized by the City Engineer) in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of installing the materials in the License Area, or loading or off-loading materials and/or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to Licensee's Property as soon as practicable.

Storage is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

Superintendent means LICENSEE's Superintendent of Schools, or his or her designee.

ULDR means the City of Fort Lauderdale's Unified Land Development Regulations.

3. Revocable License. From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the nonexclusive possession, use, construction, installation, occupancy of the Project within the License Area during the term of the License at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. The Revocable License does not permit the Staging of Materials or Equipment within the License Area; provided however, materials and equipment used for the sole purpose of installing and constructing utilities within the License Area shall be permitted. The granting of this Revocable License is intended to ensure the public safety and to enable the Project Improvements to take place in an area inaccessible to the public.

4. Term.

4.1. The term of this Revocable License shall expire (i) five-years from the Effective Date hereof, or (ii) upon vacation of that portion of the public right-of-way on N.W. 13th Terrace occupied by the License Area, whichever (i) or (ii) shall first occur. The City

Manager shall have the authority, upon written request by Superintendent, to extend the term of this Revocable License by an additional two-year term under (i) above. Requests for such an extension must be made at least fourteen (14) days prior to the expiration date of this closure.

4.2 In the event that the license granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a superior conflicting municipal purpose or (c) determines that continuation of the License granted herein is no longer in the best public interest, all as determined by the City Commission, then, in that event, the License granted herein shall be terminable at the will of the City Commission upon fifteen (15) days advance written notice to the LICENSEE.

4.3 In the event LICENSEE is (a) in violation of any of the material terms or conditions of this Revocable License, as determined by the City Manager, or (b) the license granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a superior municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or (d) continuation of the License granted herein is no longer in the best public interests, all as determined by the City Manager, then, upon advance written notice to LICENSEE of not less than twenty-four (24) hours where LICENSEE is given an opportunity to be heard on the matters, the authority granted by this License may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the License granted herein.

4.4 In the event that emergent conditions arise within the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 14, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

4.5 This Revocable License may also be revoked or terminated pursuant to the terms of Section 23.

5. Conditions. The Revocable License granted herein is subject to compliance with the following conditions:

5.1 LICENSEE shall submit Plans and Specifications for the Project Improvements, if any, to the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of the Project Improvements.

5.2 No construction of the Project Improvements shall be commenced prior to issuance of the required Permits.

5.3 To the extent required by law, no placement, installation or construction of the Project Improvements within the License Area shall be commenced prior to issuance of a Building Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer or designee.

5.4 For the License Area where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Area, CITY, at the discretion of the City Engineer or designee shall perform, at its sole cost and expense, a sub-surface utility investigation.

5.4.1 In the event defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

5.4.2 In the event no defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, LICENSEE shall bear the cost of any repairs required after construction of the Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the CITY Engineer.

5.5 Any damage to existing pavement or to any publicly owned property or rights-of-way, including sidewalk easement, caused by the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

5.6 LICENSEE shall provide to the City Engineer as-built plans, specifications, details and surveys after construction of the Project Improvements.

5.7 LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

5.8 Any damage to existing pavement or to any publicly owned property or rights-of-way caused by construction of Project Improvements, whether within or outside the License Area, or by the installation, movement or removal of Project Improvements shall be repaired to the satisfaction of the City Engineer or designee and the cost of such repairs shall be borne by LICENSEE.

5.9 Upon removal of the Project Improvements, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public rights of way outside the License Area shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project. Damage to any of the above referenced elements within the License Area shall be repaired to the extent required to return the License Area to the original condition at the time of completion of the Project Improvements.

5.10 LICENSEE shall be obligated to and responsible for providing qualified staff personnel to manage, supervise and oversee the embarking upon and disembarking of the students from the buses within the License Area in a safe manner to the LICENSEE's Property. It is acknowledged that CITY shall have no managerial or supervisory responsibilities over the student's activities under this Section 5.10.

6. Additional Conditions. The effectiveness of this Revocable License is subject to compliance with the following conditions:

6.1. [This Section is intentionally deleted.]

6.2 [This Section is intentionally deleted.]

6.3 [This Section is intentionally deleted.]

6.4 [This Section is intentionally deleted.]

6.5 [This Section is intentionally deleted.]

6.6 [This Section is intentionally deleted.]

6.7 LICENSEE shall be responsible for making all utility notifications and obtaining all utility locations and clearances prior to performing any excavation, such as for the installation of signs and fence posts.

6.8 Any damage to existing pavement or to any publicly owned property or rights-of-way caused by the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

6.9 At the conclusion of the Development Project, if damaged during construction, LICENSEE shall mill and surface the roadway as provided in Section 13.1.3 (c) hereof.

6.10 At the conclusion of the Development Project, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public right of way shall be repaired or restored to a

condition equal to or better than that existing prior to commencement of construction of the Development Project.

6.11 LICENSEE shall utilize off-duty City of Fort Lauderdale police officers for traffic control as required by the City Manager, if circumstances warrant, as determined in the City Manager's discretion.

6.12 Except as to the Staging of Materials and Equipment in conjunction with the construction and installation of utility facilities or streetscape improvements within the License Area, storage of construction materials or equipment shall not be permitted within the License Area or any of the public rights-of-way within a two-block radius of the Property, unless the such offsite area is approved as a construction staging area by the City. Staging of Materials and Equipment and the use of cranes in the License Area is strictly prohibited.

6.13 Storage of dumpsters and debris shall be limited to the LICENSEE'S property and shall not be stored, placed or collected within the License Area or any of the public rights-of-way within a two-block radius of the Property.

6.14 [This Section is intentionally deleted.]

6.15 [This Section is intentionally deleted.]

6.15.1 [This Section is intentionally deleted.]

6.16 [This Section is intentionally deleted.]

6.17 [This Section is intentionally deleted.]

6.18 [This Section is intentionally deleted.]

6.19 [This Section is intentionally deleted.]

6.20 [This Section is intentionally deleted.]

6.21 All material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

6.22 [This Section is intentionally deleted.]

6.23 Violation of any of the conditions of this Revocable License shall result in a suspension of engineering inspections under the Engineering Permits issued in conjunction with this Development Project and the development of the Property until such violations have been brought into compliance. LICENSEE waives all right, title and interest in continuation of engineering inspections while such violations continue to exist.

6.23.1 [This Section 6.23.1 is intentionally deleted.]

6.23.2 LICENSEE shall provide on-site parking for all personnel working on the Project Site. However, in the event LICENSEE is unable to supply on-site parking facilities sufficient to park all the vehicles of all personnel working the Project Site during the Development Project, then LICENSEE shall establish remote off-site parking facilities sufficient to park the vehicles of all personnel working the Project Site during the Development Project, which such off-site parking facilities shall be approved by the City's Department of Sustainable Development, who shall consult with the Director of Transportation and Mobility in the event the off-site parking facility is a public parking facility owned or operated by the CITY. All personnel working the job-site shall park their vehicles in either the on-site or off-site parking facilities supplied pursuant to this License.

6.23.3 In the event it is necessary for LICENSEE to establish remote off-site parking facilities, then LICENSEE shall supply a tram, jitney or other transportation service to transport the personnel working the job-site from the remote off-site parking facility or facilities to the Property, if the off-site parking facility is outside a three (3) block radius from the Property.

6.24 [This Section is intentionally deleted.]

6.24.1. [This Section 6.24.1 is intentionally deleted.]

7. Cost Recovery and Fees.

7.1 Annual Inspection Fees. LICENSEE agrees to pay to CITY for each year of the License Term, commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by the Contract Administrator which such fee shall be based on the CITY's reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this License over the then current fiscal year (October 1st through September 30th). Annual Inspection Fees shall not exceed \$200.00.

7.2 [This Section 7.2 is intentionally deleted.]

7.3 Rendition of Statement. Upon the CITY providing a statement of fees and/or costs to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of one percent (1%) per month shall be due the CITY, provided, however that interest shall never exceed the highest lawful amount allowed by law. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement,

LICENSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

8. ADA. LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project.

9. Condition of License Area. LICENSEE accepts the License Area in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of License Area, which have a material adverse effect on the Project, CITY should be notified immediately.

10. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair the License Area and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements and other similar regulatory requirements.

11. No Property or Contract Right. LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Revocable License to the continued possession, use, operation and maintenance of the Project within the License Area.

12. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of the Project or Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times during the term of this License cause the License Area and Project Improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term and to similarly maintain the Project Improvements as originally installed or constructed during the term of the License. The City Engineer shall approve all repairs and replacements within the License Area. When making such repairs, replacements and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Area to the original condition at the time of commencement of the License Term. The License Area shall be maintained in a neat and orderly appearance at all times (except during the period of construction and installation of any utility facilities within such License Area).

13. Restoration of Road Rights-Of-Way.

13.1.1 LICENSEE shall submit evidence to the City Engineer, which such evidence shall be reasonably satisfactory to the City Engineer, to document conditions that existed prior to the Effective Date of this Agreement within the public rights-of-ways adjacent to the Development Project. Such evidence may include pictures, video, signed and sealed topographic surveys, other methods acceptable to the City Engineer or any combination thereof. Topographic features such as roadway surface, striping, signs, sidewalks, swale areas, driveways, curbing, parking meters, drainage inlets, valve covers, water meters, fire hydrants, utility access manholes/covers, landscaping, etc. shall be shown in sufficient detail such that the existing location and condition of each feature is clearly discernable.

13.1.2. LICENSEE shall schedule a site visit with the City's Engineering Inspector to verify that said documentation adequately reflects the site conditions. Said documentation will remain on file with the City Engineer.

13.1.3. Upon completion of the Development Project, LICENSEE shall:

(a) Conduct a site review with the City's Engineering Inspector to determine if any disruption or damage has occurred to features within the public right-of-way surrounding the Development Project;

(b) Immediately restore any damage in those areas that is identified by the Engineering Inspector.

(c) If roadway is damaged by the construction activities on the Property, LICENSEE shall mill and resurface the asphalt roadway surface of and adjust any at-grade utilities within the License Area.

13.1.4. Licensee shall comply with Chapter 25, Streets and Rights of Way, Article III, Rights of Way Administration, City Code of Ordinances, including, but not limited to the following:

§ 25-108	Rights of Way Restoration
§ 25-109	Protection of Facilities
§ 25-110	General obligations of permittees
§ 25-111	Enforcement of permit obligations

LICENSEE shall obtain a separate permit from the City's Engineering Division prior to starting construction of any improvements or any repairs in the public rights-of-way. .

13.1.5. An as-built survey signed and sealed by a professional surveyor and mapper shall be provided to the City Engineer at the completion of the Project to document all existing and new features within the public right-of-way.

14. Emergencies. If an emergency situation arises with respect to the License Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Section, LICENSEE's Contact Person shall be **Gregory T. Boardman**, Project Manager III; **Cellular: (954) 592 2872**; E-Mail: Gregory.boardman@browardschools.com. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer.

15. Damage to Public Property. In the event the use, operation, construction, demolition or reconstruction of the Project Improvements or License Area cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

16. Liens Against the License Area. LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Area, or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2016) as same may be amended from time to time as to the "non-liability" of the CITY.

17. Removal. Except as may otherwise be expressly provided herein, LICENSEE shall remove all Project Improvements constructed within the License Area and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this License and upon demand of CITY for removal of such Project Improvements, and LICENSEE shall restore the License Area to the condition(s) that existed prior to LICENSEE's installation of any such Project Improvements within the License Area. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the Project Improvements within the License Area, exclusive of utilities facilities constructed and installed, contemplated herein within ninety (90) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Project Improvements and restore License Area to the condition that existed prior to the LICENSEE's construction or installation of the

Project Improvements in the License Area, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Area upon termination of this License. In the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

18. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of this Revocable License the structures, improvements, fixtures or personality within the License Area shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Area or adjacent real property to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the structures and improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and Project Improvements (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Area as nearly as possible to its original condition.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE.

19. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Area by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the License Area for the conduct of the Project under the terms and conditions stated herein, such terms and conditions including termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

20. Indemnity.

20.1 Except for any occurrence arising out of or resulting from the intentional torts or gross negligence of a party's employees or officers, each party, subject to the limitations specified in Florida Statutes § 768.28 (2019), agrees to be fully responsible to the other party for injury or loss of property, personal injury, or death suffered by the other party which was caused by the negligent or wrongful act or omission of that party's

employee or officer while acting within the scope of that party's employee's office or employment and for acts or omissions arising out of or in connection with the rights, responsibilities and obligations of the parties under this Revocable License. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, except as to the extent specified in Section 768.28 (2019).

20.2 As to claims against the CITY brought by persons not a party ("Non-Party") to this Revocable License, LICENSEE agrees to protect, defend, indemnify and hold CITY harmless, its officers, employees and agents from and against any and all lawsuits penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorneys' fee or liabilities of every kind, nature or degree arising out of the rights responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims") conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area or the breach or default by LICENSEE of any covenant or provisions of this Revocable License, except for any occurrence arising out of resulting from the intentional torts or gross negligence of the CITY, its employees or officers acting within the course and scope of their employment or office. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the License Area or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only for itself but also the CITY in connection with any Claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.

20.3 The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

20.4 If LICENSEE contracts with a Third Party to perform any obligations under this Revocable License, any contract with such third party shall include the following provisions:

20.4.1. Indemnification. Third Party shall indemnify and hold harmless CITY and all of CITY'S current and former officers, agents, servants and employees (collectively, "Indemnified Party") from and against any and all cause of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Revocable License, which Claim is caused or alleged to be caused in whole or in party, by any

intentional, reckless or negligent act or omission of Third Party, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Revocable License. If any claim is brought against Indemnified Party, the Third Party shall upon written notice from CITY, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to CITY, or, in the City Attorney's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party.

21. Insurance. At all times during the term of this Revocable License, LICENSEE, at its sole cost and expense, shall keep or cause to be kept in effect the following insurance coverages:

(a) Each party acknowledges without waiving its right of sovereign immunity as provided by Florida Statutes § 768.28 (2019) that each party is insured or self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000.

(b) Each party shall procure and maintain its own expense and keep in effect during the full term of the Revocable License, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes § 768.28 for General Liability, Auto Liability and Workers' Compensation, including Employer's Liability (with benefits in accordance with Chapter 440, Florida Statutes) coverage.

(c) Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent specified in Florida Statutes § 768.28 (2019). Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's governing body.

(d) Violations of the terms of this section and its subparts shall constitute a material breach of this Revocable License and the non-breaching party may, at its sole discretion, cancel this Revocable License and all rights, title and interest shall thereupon cease and terminate.

(e) No activities undertaken pursuant to this Revocable License shall commence until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

(f) All of the policies of insurance provided for in this Revocable License:

(i) shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FIOIR"),

(ii) shall be issued only by companies licensed by FIOIR,

(iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Terms,

(iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII,

(v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and

(vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE.

(g) In any case where the original policy of such insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY at least twenty (20) days prior to their respective expiration dates.

(h) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractors interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

22. Special Exception. It is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the City's general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

23. Remedies of CITY.

23.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances.

23.1.1 [This Section 23.1.1 is intentionally deleted.]

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23.1.2 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the CITY's Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, CITY's Contract Administrator shall provide LICENSEE with Notice thereof. CITY's Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

23.1.3 [This Section 23.1.3 is intentionally deleted.]

23.1.4 [This Section 23.1.4 is intentionally deleted.]

23.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 23.1.4 above, LICENSEE may file a Notice of Appeal with the City Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

23.1.6 Any fines resulting from the process set forth in Sections 23.1.1 through 23.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

23.1.7 LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Completion for the Development Project during the period that any violations of the terms or conditions of this License still exist.

23.1.8 [This Section 23.1.8 is intentionally deleted.]

23.1.9 LICENSEE hereby waives all right, title and interest in and to any further building or engineering inspections during the period that any violations of the terms or conditions of this License still exist.

23.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 23.1, et seq. the CITY, as an alternative to the procedures set forth in Sections 23.1.1 through 23.1.9, may

23.2.1 revoke or terminate this License; or

23.2.2 take any action, including, but not limited to, injunctive relieve, to enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of any term or condition of the Revocable

License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

23.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within sixty (60) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

23.3 [This Section 23.3 is intentionally deleted.]

23.4 The remedies found within this Section 23, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

24. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to property or injury to a person occurs.

25. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by either mailing the same (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) an overnight air mail service such as Federal Express or

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similar carrier addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited with (i) the United States mail, postage prepaid, in the manner aforesaid, provided, or (ii) an overnight air mail service such as Federal Express or similar carrier.

AS TO CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

AS TO LICENSEE: The School Board of Broward County, Florida
Superintendent of Schools
600 Southeast 3rd Avenue, 10th floor
Fort Lauderdale, FL 33301

(c) As to activities under Paragraph 14, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 14, Emergencies.

26. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Area without the prior written consent of CITY, which such consent may be granted or without in its sole discretion. Notwithstanding the foregoing, CITY hereby consents to LICENSEE's assignment of all of its rights and interests under this Revocable License to any lender(s) or financier(s) providing it with financing for all or any portion of the Development Project.

27. Compliance with Laws and Regulations. LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable License and the possession, use, occupancy and maintenance of the License Area and the conduct of the Project permitted herein.

28. Entire Revocable License. This Revocable License, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable License and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Revocable License may be amended, supplemented, modified or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable License shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

29. Interpretation of Revocable License; Severability. This Revocable License shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. All terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

30. Successors. This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns.

31. No Waiver of Sovereign Immunity. Nothing contained in this Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

32. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Revocable License. None of the parties intend to directly or substantially benefit a third party by this Revocable License. The parties agree that there are no third party beneficiaries to this Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Revocable License. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

33. Non-Discrimination. LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

34. Termination. In the event of emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

35. Records. Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. If LICENSEE has questions regarding the application of Chapter 119, Florida Statutes, to LICENSEE'S duty to provide public records relating to this Agreement, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort

36. Entire Agreement. This document 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 Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

37. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was 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 their joint effort.

38. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License 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.

39. Governing Law. This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

40. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

41. Recording. This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. CITY shall record the

Revocable License, subject to LICENSEE reimbursing CITY for the cost thereof. A copy of the recorded Revocable License shall be provided to LICENSEE and filed with the City Clerk's Office of the City of Fort Lauderdale.

D:\CITY\Rev License\Sunlark Park Elementary\07.02.19 Clean.Docx

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FOR THE CITY

WITNESSES:

Janette A. Mason
Janette A. Johnson
[Witness type or print name]

Donna Larisco
Donna Larisco
[Witness type or print name]

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF FLORIDA**

By [Signature]
Dean J. Trantalis,
Mayor

By [Signature]
Christopher Lagerbloom,
City Manager

ATTEST:

[Signature]
Jeffery A. Modarelli,
City Clerk

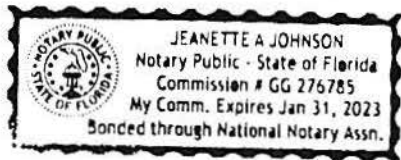
STATE OF FLORIDA
COUNTY OF BROWARD:

Approved as to form:
Alain E. Boileau, City Attorney

[Signature]
By: Robert B. Dunkel
Assistant City Attorney

The foregoing instrument was acknowledged before me this 8th day of August, 2019 by Dean J. Trantalis, Mayor for the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced _____ as identification.

(SEAL)

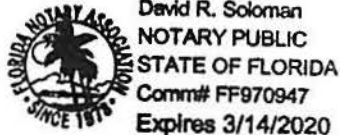


[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
My Commission Expires: 1/31/23
Commission Number GG 276785

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this August 6th, 2019 by Christopher Lagerbloom, , City Manager of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced _____ as identification.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
My Commission Expires: _____
Commission Number _____

[Handwritten initials]

FOR THE LICENSEE

(Corporate Seal)

THE SCHOOL SBBC OF BROWARD
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie
Superintendent of Schools

By: 
Heather P. Brinkworth, Chair

Date: September 4, 2019

Approved as to form:


Office of the General Counsel

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EXHIBIT LIST:

Exhibit "A" – The Property

Exhibit "B" – License Area, Plan & Typical Section

Exhibit "C" – Project Improvement Plans

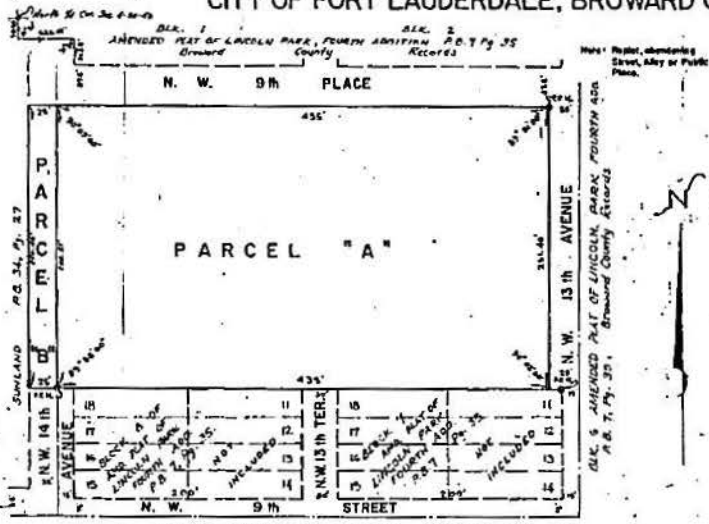
EXHIBIT A

Sketch & Legal Description of Property

QBD

"SUNLAND SCHOOL SITE AMENDED"

SEC. 4, TWP. 50 S., RGE. 42 E.
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



DESCRIPTION
All of Parcel "A" of SUNLAND SCHOOL SITE, according to the plat thereof, as recorded in Plat Book 47, page 42, of the public records of Broward County, Florida, together with that portion of N.W. 14th Avenue lying within the boundaries of this plat and now vacated.

DEDICATION
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT E. FERRELL, Chairman and Secretary, of the Board of Public Instruction of Broward County, Florida, and they acknowledged before me, that they executed the foregoing dedication as such officers of said Board, in the name of said Board.
IN WITNESS WHEREOF, Said Board has caused these presents to be executed in its name by its duly authorized officers, and the Seal to be affixed hereto this 17th day of July, 1958.
Witness
Virginia Wilkey
Phyllis J. Janderbank
Board of Public Instruction of Broward County, Florida
Secretary
Raymond A. Maxwell

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT E. FERRELL, Chairman and Secretary, of the Board of Public Instruction of Broward County, Florida, and they acknowledged before me, that they executed the foregoing dedication as such officers of said Board, in the name of said Board.
IN WITNESS WHEREOF, The City of Fort Lauderdale, Florida, has caused this dedication to be signed in its name by its proper officers and its Corporate Seal to be affixed this 17th day of July, 1958.
My commission expires August 6, 1957
Robert E. Ferrell
Mayor, City of Fort Lauderdale

DEDICATION
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN V. RUSSELL, W. A. VEIDER and GURMEL L. JENSEN, known to me to be respectively the Mayor, City Manager and City Clerk of the City of Fort Lauderdale, and who upon being duly sworn, acknowledged that they executed the above instrument as such officers of the City of Fort Lauderdale, and on behalf of the City of Fort Lauderdale, Florida.
IN WITNESS WHEREOF, The City of Fort Lauderdale, Florida, has caused this dedication to be signed in its name by its proper officers and its Corporate Seal to be affixed this 17th day of July, 1958.
John V. Russell
W. A. Veider
Gurmel L. Jensen
City of Fort Lauderdale
Mayor
City Manager
City Clerk

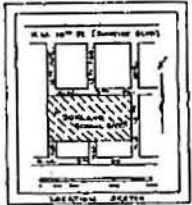
ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN V. RUSSELL, W. A. VEIDER and GURMEL L. JENSEN, known to me to be respectively the Mayor, City Manager and City Clerk of the City of Fort Lauderdale, and who upon being duly sworn, acknowledged that they executed the above instrument as such officers of the City of Fort Lauderdale, and on behalf of the City of Fort Lauderdale, Florida.
IN WITNESS WHEREOF, The City of Fort Lauderdale, Florida, has caused this dedication to be signed in its name by its proper officers and its Corporate Seal to be affixed this 17th day of July, 1958.
John V. Russell
W. A. Veider
Gurmel L. Jensen
City of Fort Lauderdale
Mayor
City Manager
City Clerk

CLERK OF THE CIRCUIT COURT CERTIFICATE
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY THAT this plat complies with the provisions of an Act to Regulate the Making of Surveys and Plats for Records of Maps and Plats in the State of Florida, as approved by the Governor, June 28th, 1925.

FRANK H. MARSH
Clerk of the Circuit Court
This instrument filed for record, this 20th day of September, 1958, and recorded in Book 48 of P.O.S., at page 3 record verified.
FRANK H. MARSH
Clerk of the Circuit Court

CITY AND COUNTY ENGINEER
Approved for record
City Engineer
Approved for record
County Engineer

P.R.S. Information Pertaining
Reference Measurements.
1:50
MILLER ENGINEERING CO.
800 N.E. Third Avenue
Fort Lauderdale, Florida



CITY COMMISSION
STATE OF FLORIDA
COUNTY OF BROWARD
THIS IS TO CERTIFY THAT this plat has been approved and accepted for record by the City Commission of the City of Fort Lauderdale, Florida, and by Ordinance No. 20266, adopted by said City Commission, on the 17th day of July, 1958.
IN WITNESS WHEREOF, The said City Commission, has caused these presents to be signed by its City Clerk, and the Corporate Seal of said City to be affixed this 17th day of July, 1958.
City Clerk
C. S. Van...
City Clerk

CITY PLANNING BOARD
THIS IS TO CERTIFY THAT the City Planning Board of Fort Lauderdale, Florida, has approved and accepted this plat by resolution, adopted this 17th day of July, 1958.
City Clerk
C. S. Van...
City Clerk

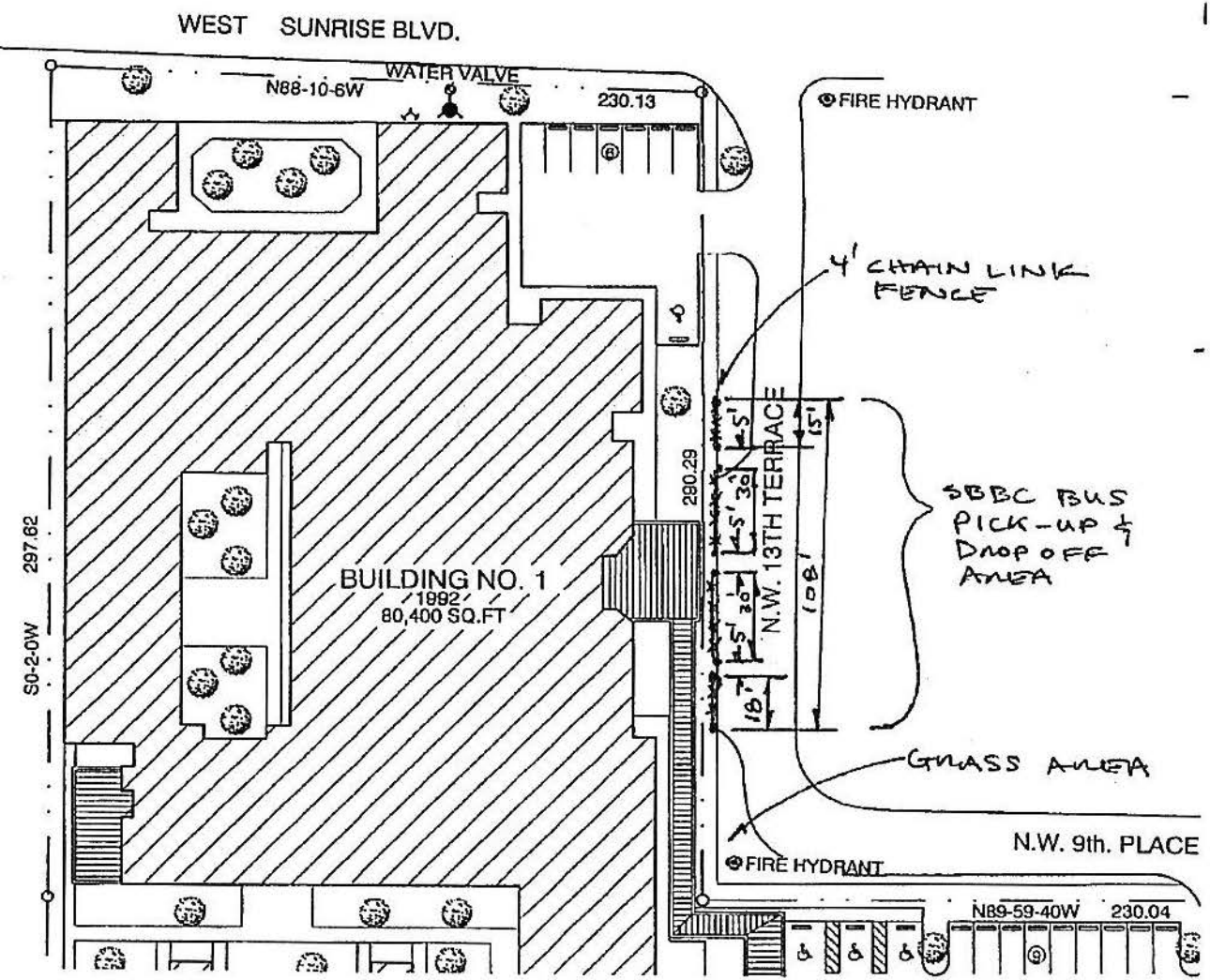
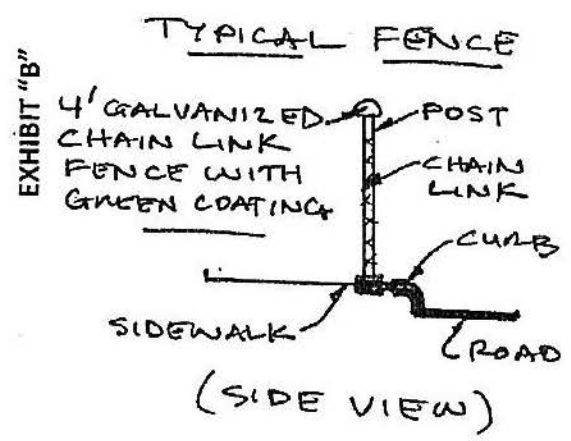
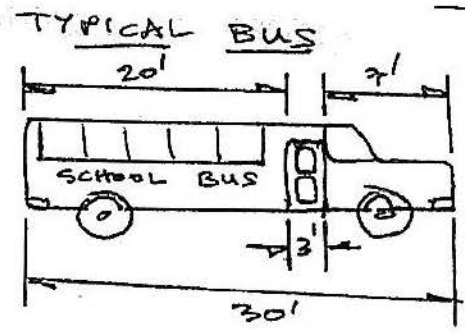
ENGINEER'S CERTIFICATE
STATE OF FLORIDA
COUNTY OF BROWARD
WE HEREBY CERTIFY THAT this plat is a true and correct representation of a survey made by us, and that Permanent Reference Monuments have been set on the ground at Fort Lauderdale, Florida, this 17th day of July, 1958.
MILLER ENGINEERING CO.
By: [Signature]
Professional Engineer No. 1712 State of Florida
State of Florida

EXHIBIT "A"

EXHIBIT "B"

License Area, Plan & Typical Section

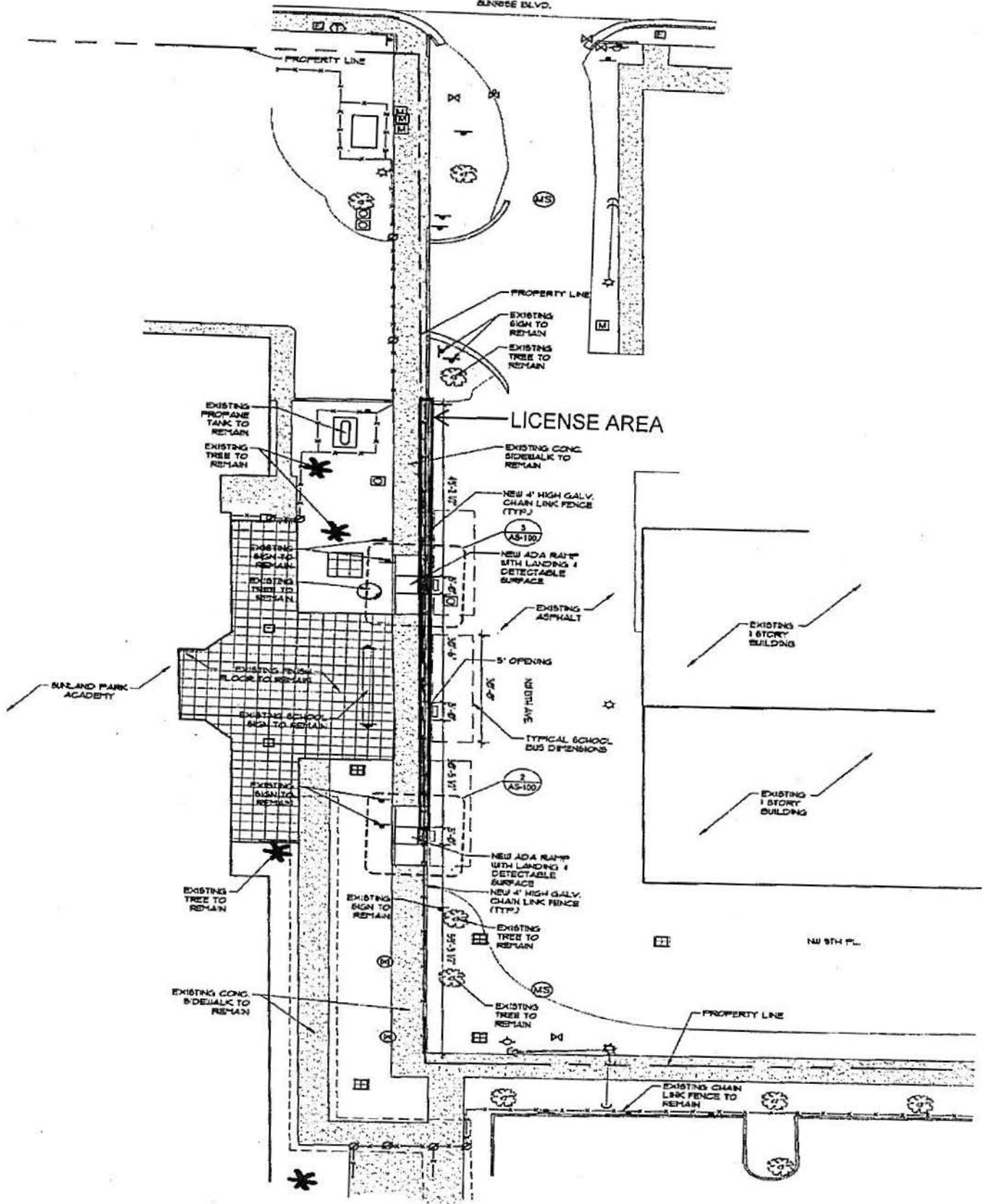
ABD



PLAN & TYPICAL SECTION

EXHIBIT "B"

SUNBEE BLVD.



LICENSE AREA

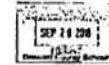
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EXHIBIT "C"
Project Improvement Plans

ABA

BROWARD COUNTY PUBLIC SCHOOLS
BCPS PROJECT #P002184

IMPROVEMENTS FOR:
SUNLAND PARK ELEMENTARY SCHOOL
919 NW 13TH AVENUE, FORT LAUDERDALE, FLORIDA 33311



ARCHITECT
JORGE A. GUTIERREZ ARCHITECT, LLC
14400 NW 77 COURT, SUITE 104
MIAMI LAKES, FLORIDA 33016
(786) 657-2352

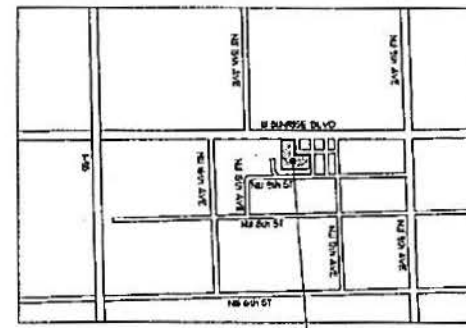
CIVIL ENGINEERS
ROSS ENGINEERING, INC.
3325 S UNIVERSITY DR, SUITE 111
DAVIE, FLORIDA 33328
(954) 318-0624

ABBY M. FREEDMAN, CHAIR
NORA RUPERT, VICE CHAIR
ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
PATRICIA GOOD
DONNA P. KORN
ANN MURRAY
Dr. ROSALIND OSGOOD
LAURIE RICH LEVINSON
ROBERT W. RUNCIE, SUPERINTENDENT OF SCHOOLS
LEO BOBADILLA, CHIEF FACILITIES OFFICER

INDEX OF DRAWINGS:

G-001	COVER
SHEET 1 OF 1	SKETCH OF TOPOGRAPHIC SURVEY
C2	PAVING GRADING AND DRAINAGE
A-101	SITE PLAN & GENERAL DETAILS

INDEX OF DRAWINGS



LOCATION MAP
NOT TO SCALE

JORGE A. GUTIERREZ
ARCHITECT LLC
19508 West County One Dr
Suite 100, Lakeside
Florida 33480
Telephone: 786-657-2352
Cell: 954-897-2017
WWW.JAAAC.COM

Professional Seal
September 13, 2018
JORGE GUTIERREZ
No. 14574
SEAL

NO. OF SHEETS
NO. OF DRAWINGS
NO. OF DETAILS

SUNLAND PARK ELEMENTARY SCHOOL - PARENTS DROP-OFF
PHASE III 100% DESIGN SUBMITTAL
SBC PROJECT #P002184
919 NW 13TH AVENUE
FORT LAUDERDALE, FLORIDA 33311

PROJECT NAME
COVER
SHEET TITLE

DRAWN	LT
CHECKED	NO
DATE	06-13-2018
SCALE	AS NOTED
JOB NO	64180108
SHEET	G-001

EXHIBIT "C"

Handwritten initials

FORCE A GUTENHART
ARCHITECT LLC
1800 Red Cloud Oak Dr.
Suite 205, Forest Park,
Georgia 30054
Phone: 770-487-1202
Fax: 770-487-1207
www.forcea.com

NO. DATE	REVISION

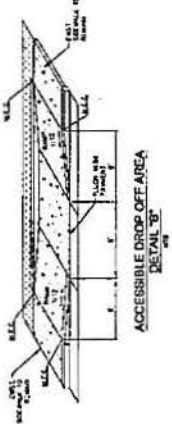
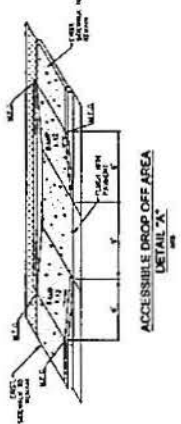
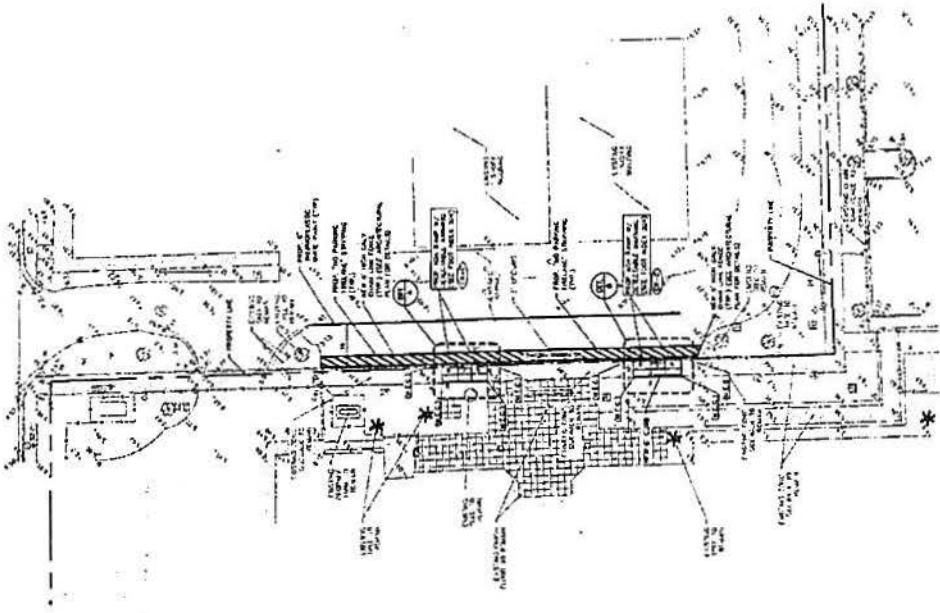
SUNLAND PARK ELEMENTARY SCHOOL - PARENTS DROP-OFF
PHASE III 100% DESIGN SUBMITTAL
SBCS PROJECT #002184
819 NW 13TH AVENUE
FORT LAUDERDALE, FLORIDA 33311

PROJECT NAME
PAVING, DRAINAGE
AND DRAINAGE
PLAN

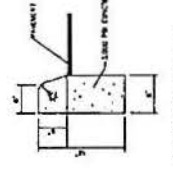
SHEET TITLE
DATE
09-13-2019
DRAWN
E.P.O.
CHECKED
S.P.
SCALE
C-2



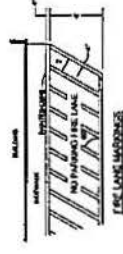
SCALE: 1/8" = 1'-0"



FOOT SIDEWALK CURB RAMP DETAIL
INDEX 304 (CR-C)



TYPE 'D' CURB DETAIL

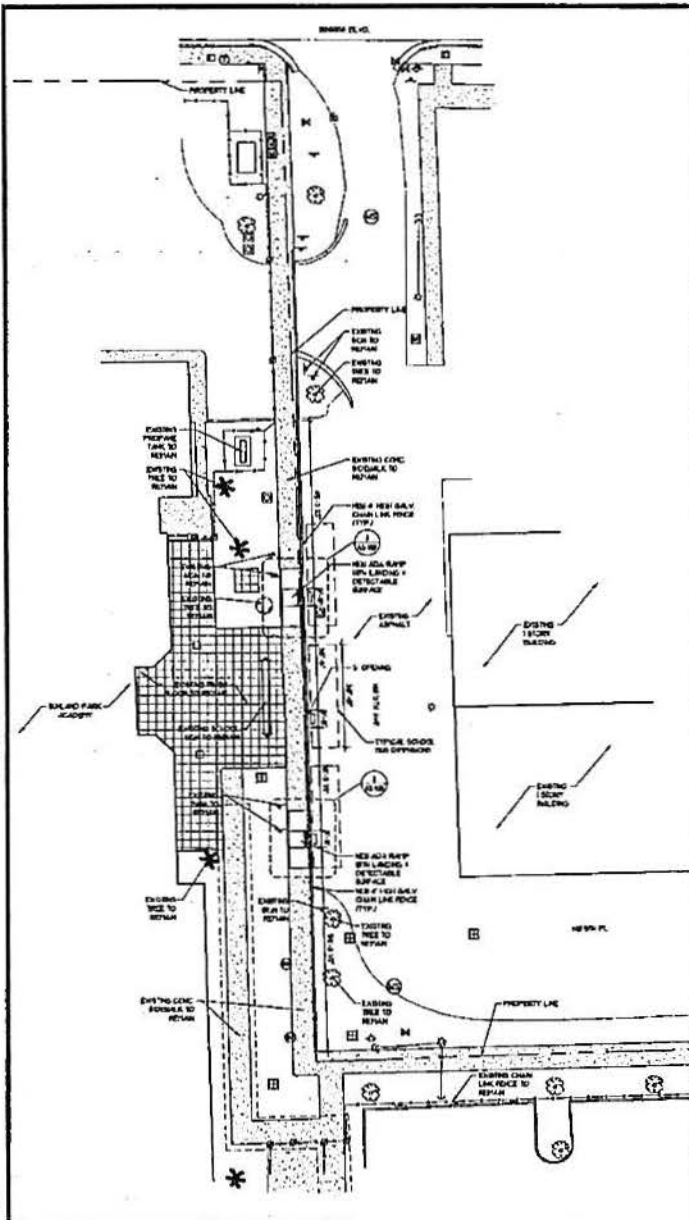


TYPICAL DRIVE LANE DETAIL

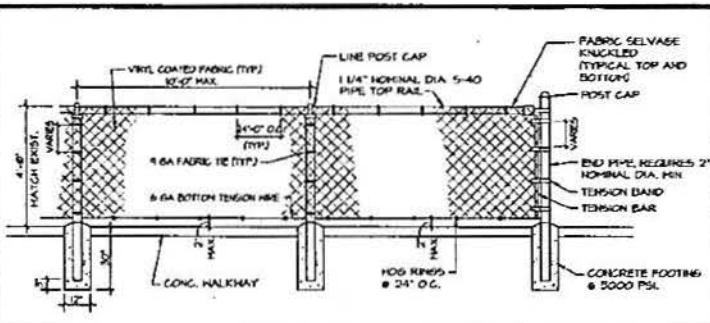
NOTE:
1. THERE IS A 2' DROP IN GRADE FROM THE DRIVE LANE TO THE DRIVE CURB. THE DRIVE CURB SHALL BE CONSTRUCTED WITH A 1/4\"/>

NOTES:
1. PAVING, DRAINAGE AND DRAINAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2010, DIVISION 32, PAVING, AND DIVISION 33, DRAINAGE, AS APPLICABLE TO THE STATE OF FLORIDA. THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2010, DIVISION 32, PAVING, AND DIVISION 33, DRAINAGE, AS APPLICABLE TO THE STATE OF FLORIDA, SHALL BE USED AS A GUIDE.
2. THE PAVING SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
3. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
4. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
5. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
6. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
7. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
8. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
9. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.
10. THE DRAINAGE SHALL BE CONSTRUCTED TO THE FINISH GRADE SHOWN ON THIS PLAN.

230



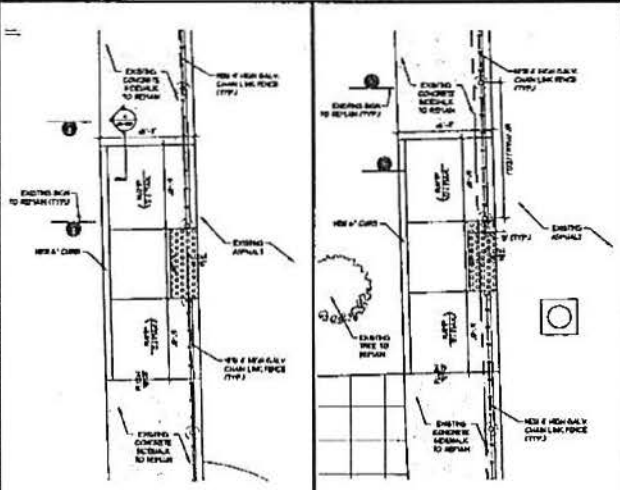
1 | SITE PLAN
SCALE: 1/8" = 1'-0"



7 | CHAIN LINK FENCE DETAIL
SCALE: 1/2" = 1'-0"

8 | NOT USED
SCALE

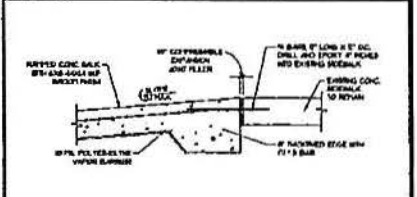
6 | NOT USED
SCALE



2 | RAMP ENLARGEMENT PLAN
SCALE: 1/4" = 1'-0"

3 | RAMP ENLARGEMENT PLAN
SCALE: 1/4" = 1'-0"

5 | NOT USED
SCALE



4 | NEW CONC. RAMP TIE-IN DETAIL
SCALE

JORGE A. GUTIERREZ ARCHITECT LLC
1900 West County Club Rd.
Suite 302, Fort Lauderdale, Florida 33305
Telephone: 754-587-3363
Cell: 754-588-3377
WWW.JAGAD.COM

LICENSE NO. AA 2602781
JAG
September 13, 2018
JORGE GUTIERREZ
AS 101
SCALE

SUNLAND PARK ELEMENTARY SCHOOL - PARENTS DROP-OFF
PHASE III 100% DESIGN SUBMITTAL
583C PROJECT #P00284
919 NW 13TH AVENUE
FORT LAUDERDALE, FLORIDA 33311

PROJECT NAME
SITE PLAN & GENERAL DETAILS
SHEET TITLE

DATE: 08-13-2018
DATE: 08-13-2018
SCALE: AS NOTED
JOB NO: 64100105
SHEET: AS-101



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#19-0513

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: July 9, 2019

TITLE: Motion Authorizing Execution of a Revocable License Agreement between the School Board of Broward County and the City of Fort Lauderdale to Install and Maintain Private Improvements in the NW 13th Terrace Right-of-Way contiguous to the Sunland Park Elementary School – **(Commission District 3)**

Recommendation

It is recommended that the City Commission approve a motion to authorize the execution of a Revocable License Agreement between the School Board of Broward County and the City of Fort Lauderdale for the installation and perpetual maintenance of privately owned improvements in the NW 13th Terrace right-of-way contiguous to the Sunland Park Elementary School.

Background

The School Board of Broward County installed portable plastic traffic barriers in 2014 along the sidewalk frontage of the NW 13th Terrace right-of-way, in an effort to help stop students from running into adjacent vehicular travel areas upon being released from school. A Location Map is attached as Exhibit 1, and Site Photos are attached as Exhibit 2.

Sunland Park Elementary School operates the bus drop-off in the morning from 7:00 AM to 8:15 AM, and bus pick-up in the afternoon from 1:45 PM to 2:30 PM, which correlates with peak AM/PM traffic volumes along this section of NW 13th Terrace when teachers are also arriving/leaving for the day. The bus trip times may vary during special events and field trips, and there are also special buses that handle disabled children. This roadway section of NW 13th Terrace serves only the school and a marble supplier business across the street, and the School Zone is signed with a 15 MPH speed limit during peak AM/PM student drop-off/pick-up times.

The proposed removal of the existing portable plastic traffic barriers and addition of the more permanent 4-foot high galvanized & green plastic coated chain-link fence is designed to protect students from vehicular traffic during drop-off and dismissal activities and will promote increased security for the students by making this side of the school

and bus loading area safer and aesthetically more pleasing.

The portion of proposed fence located within the adjacent public right-of-way is shown in the License Area attached as Exhibit 3, and the overall scope of proposed fence improvements are shown in the Plan and Typical Section attached as Exhibit 4. These privately maintained features will be located along the east side of the School Board of Broward County property and on the west side of NW 13th Terrace between W Sunrise Boulevard and NW 9th Place. The applicant is requesting approval of the subject Revocable License at this time so they can proceed with the installation and maintenance of these improvements during the school break.

This Revocable License would not authorize any temporary construction (roadway or sidewalk) closures in the right-of-way. A copy of the Revocable License is attached as Exhibit 5.

Resource Impact

There is no fiscal impact to the City associated with this action.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan* initiative, included within the Infrastructure Cylinder of Excellence, specifically advancing:

- Goal 1: Be a pedestrian friendly, multi-modal City.
- Objective 2: Integrate transportation land use and planning to create a walkable and bikeable community.
- Initiative 3: Develop a citywide comprehensive public/private sidewalk policy and plan to improve sidewalks and connections.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We are Connected*.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Site Photos

Exhibit 3 – License Area

Exhibit 4 – Plan and Typical Section

Exhibit 5 – Revocable License

Prepared by: Raymond Meyer, Sustainable Development

Department Director: Anthony Greg Fajardo, Sustainable Development

COLLABORATION


SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-5./Revocable License Agreement between the City of Fort Lauderdale and The School Board of Broward County, Florida
Jorge A. Gutierrez Architect, LLC

School Board Meeting: 09/04/2019

The financial impact of this item is \$52,912

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). These funds in the amount of \$_____ will come from the Capital Projects Reserve.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the additional scope approved in this item.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is an additional impact to the project budget. These funds in the amount of \$_____ will come from the Capital Projects Reserve.

 Comments: The estimated financial impact to the District will be \$52,912. The funds will be coming from the Environmental Health & Safety operating budget. The financial impact amount represents an estimated project value; however, the amount authorized will not exceed the total of all selected individual project element's cost proposal amounts to completion.

Department Name

Department Head


Department Head

Capital Budget

Omar Shim, Director

Signature

Date

 8/19/2019

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.