

**General Guidelines for the Installation, Operation, and Maintenance of
Law Enforcement Surveillance (LES) Systems within Broward County Rights-of-Way
and/or affixed to Broward County-Maintained Traffic Signal Infrastructure**

1. Cities and local, state, and federal law enforcement agencies that propose to install Law Enforcement Surveillance (LES) Systems within Broward County ("County") rights-of-way and/or affixed to County-maintained traffic signal infrastructure within municipal rights-of-way, shall do so through a revocable license agreement (RLA), the standard form of which, including conditions of use and special technical provisions, shall be approved by the Broward County Board of County Commissioners (the Board). The Board, at its discretion, may choose to authorize the County Administrator or his/her designee to execute LES Systems RLAs on behalf of County and modify the standard form of the RLA or any of its exhibits as necessary based on the specific requirements of each LES System application. All references to "City" in these guidelines also apply to local, state, and federal law enforcement agencies when any local, state, or federal law enforcement agency is requesting the approval to install LES Systems as outline herein.
2. The design and installation of LES Systems is deemed an engineering activity and shall require engineering plans to be approved by County's Highway Construction and Engineering Division and County's Traffic Engineering Division, as applicable. Engineering plans approval may also be subject to the approval and permitting by other agencies having regulatory authority over the installation.
3. LES Systems proposed within County right-of-way shall require a County right-of-way permit; LES Systems proposed within city right-of-way affixed to County-maintained traffic signal infrastructure shall require plans approval from the Traffic Engineering Division. All associated approved plans and permits shall be referenced within the appropriate exhibits contained within the RLA.
4. City shall be permitted to install the following general types of LES System equipment, which may either be installed as part of self-standing systems within County right-of-way or affixed to County-maintained traffic signal infrastructure within County or city right-of-way, subject to the conditions of use and special technical provisions contained in the RLA:
 - a. Fixed-position high-resolution video cameras with or without zoom capability
 - b. Dynamic (moveable: pan, tilt and zoom) high-resolution video cameras
 - c. Thermal imaging cameras (fixed-position or dynamic)
 - d. License tag readers
 - e. Audible sensing equipment (e.g., gunshot detection)
 - f. Weather sensing equipment
 - g. Radioactive and hazardous materials detection devices
 - h. LES System communications and transmission equipment

City shall restrict use of the LES System to law enforcement uses only and shall only allow its own law enforcement personnel or other federal, state, and local law enforcement agencies to have active access to the system.

5. City may be permitted to install LES System equipment in support of Homeland Security functions not included in the list above if such equipment is deemed to be in the best interest of the residents of Broward County and national security.

6. City shall not use or operate its LES System in a manner that violates any federal, state, or local laws, regulations, or ordinances. City shall report violations of any federal, state, or local laws, regulations, or ordinances associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
7. City shall not use or operate its LES System for red light traffic enforcement under Florida Statute Section 316.0083, or any other traffic infraction enforcement under Florida Statute Chapter 316.
8. City shall be permitted to install electric and solar-powered LES Systems subject to the conditions of use and special technical provisions incorporated as part of the RLA.
9. City shall be permitted to install LES Systems in a manner that ensures that the LES System is electrically segregated from traffic signalization circuits and other County-maintained electric circuits subject to the conditions of use and special technical provisions incorporated as part of the RLA. In general, city shall not be permitted to utilize any existing County operated and maintained conduits, conduit sweeps and pull boxes.
10. City shall be permitted to affix LES System equipment to County-maintained traffic signal infrastructure if such infrastructure can be demonstrated to support the additional equipment's weight and wind loadings through a qualified structural engineering analysis in accordance with FDOT standards, subject to the LES System also complying with the conditions of use and special technical provisions outlined in the RLA.
11. City shall install and operate the LES System in such a manner as to prevent unnecessarily intrusive surveillance or potential violation of personal privacy. City shall report violations of personal privacy associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
12. City shall adhere to the following parameters relative to the type and number of LES System devices installed at a location, subject to also meeting the requirements of the conditions of use and special technical provisions outlined in the RLA:
 - A. LES Systems affixed to existing traffic signal supports at signalized intersections:
 - 1) No more than two (2) camera devices shall be affixed to traffic signal supports within any one signalized intersection.
 - 2) No more than four (4) license tag readers shall be affixed to traffic signal supports within any one signalized intersection.
 - 3) No more than five (5) total detection devices (cameras, tag readers or other detection devices, in any combination), shall be affixed to traffic signal supports within any one signalized intersection.
 - 4) No more than two (2) detection devices shall be affixed to any individual traffic signal vertical pole or traffic signal horizontal arm.

- 5) If more than one law enforcement agency desires to install devices at the same signalized intersection, the installation of any LES System devices that exceed the maximum number of devices outlined above shall be accommodated through the installation of a maximum of two (2) separate self-supporting LES System poles at the signalized intersection, as described in the next section.
- B. LES Systems affixed to self-supporting LES System poles (newly installed individual poles) within County right-of-way:
- 1) Self-supporting LES System poles and their associated concrete foundations (drilled shafts) shall be located a minimum of 25.0 feet from any existing traffic signal pole or streetlight pole foundation and located 4.0 feet from any County-maintained traffic signal or streetlight pull box, and 4.0 feet from any County-maintained underground conduit and cabling. These offset distances shall be measured from the closest edge of either the LES System pole or foundation to the closest edge of the adjacent above- or below-ground infrastructure. Offset requirements to other non-County utilities shall be determined by the utility owner. If circumstances arise for which these setbacks cannot be practically attained due to physically constrained field conditions, a variance request may be submitted in writing to County's Contract Administrator for evaluation and a final determination. The determination by County's Contract Administrator shall be final.
 - 2) A maximum of two (2) independent self-supporting LES System poles may be installed within proximity to any signalized intersection (i.e., within 200 feet of any traffic signal support pole), subject to the two (2) independent LES System poles being separated from each other by a minimum of 100 feet. All other adjacent self-supporting LES System poles located beyond the signalized intersection shall be placed a minimum distance of 660 feet (measured point-to-point) from the two (2) allowable self-supporting LES System poles located at the signalized intersection.
 - 3) All other self-supporting LES System poles beyond signalized intersections shall also be separated by a minimum distance of 660 feet (measured point-to-point).
 - 4) No more than seven (7) self-supporting LES System poles shall be installed within any centerline mile (5,280 linear feet) of County right-of-way, regardless of whether the 660 feet separation described above can be attained for all poles.
 - 5) Under no circumstances shall two (2) self-supporting LES System poles be placed closer than 100 feet to each other at any signalized intersection.
 - 6) LES System poles may be placed on either side of the roadway subject to any utility or other conflicts preventing installation on one side or the other.
 - 7) Self-supporting LES System poles shall be located outside of the horizontal clear zone relative to the adjacent travel and shall be installed in accordance with all other applicable FDOT and Broward County roadside safety criteria.
 - 8) Self-supporting LES System poles shall be located as close to the back of right-of-way as practical, unless other engineering factors require alternative placement.
 - 9) Self-supporting LES System poles shall not be installed in medians, traffic separators, or splitter islands.
 - 10) Individual self-supporting LES System poles shall not support more than three (3) detection devices.
 - 11) Solar panel assemblies, battery compartments, antennas, control cabinets, lightning protection and other peripheral equipment directly serving the detection devices shall

not count towards the three (3) devices described above, however, any other peripheral equipment that supports the operation or communication of other non-LES System systems or devices not affixed to the pole shall be prohibited.

13. City shall adhere to the following parameters relative to the installation height of LES System devices installed at a location, subject to also meeting the requirements of the conditions of use and special technical provision outlined in the RLA:

A. LES Systems affixed to existing traffic signal supports at signalized intersections:

- 1) LES System equipment shall not be installed at a height greater than 10.0 feet above the highest point of the existing traffic signal support (either top of vertical upright pole or highest point of horizontal arm) utilizing extension poles, rods, or brackets; and shall not be installed at a height greater than 5.0 feet above any pre-existing video detection cameras or other signal-related peripheral devices that may be already mounted above the highest point of the existing traffic signal support.
- 2) LES System video cameras shall be installed no less than 17.5 feet above adjacent grade elevation (i.e., adjacent roadway surface, curb, sidewalk, or swale elevation).

B. LES Systems affixed to self-supporting LES System poles (newly installed individual poles) within County right-of-way:

- 1) Self-supporting LES System poles shall have a maximum pole height of 55.0 feet on County arterial and collector roadway rights-of-way and 35.0 feet on County local roadways (local streets within the Broward Municipal Services District). Pole heights on local roadways may be increased to 45.0 feet if the pole location abuts non-residential property and the non-residential property extends at least 50.0 feet in each direction from the pole along the right-of-way line, or the 45.0-foot pole height is otherwise approved by the local neighborhood association and all homeowners having residential property boundaries located within 100 feet of the proposed pole location.
- 2) No portion of the LES System equipment, including antennas, shall be permitted to extend more than 5.0 feet above the maximum pole heights described above.
- 3) LES System video cameras shall be installed no less than 17.5 feet above adjacent grade elevation (i.e., immediately adjacent roadway surface, curb, sidewalk, or swale elevation).
- 4) In order to prevent unnecessarily tall pole heights, the maximum unoccupied portion at the top of any self-supporting LES System pole shall 5.0 feet or less.

14. When self-supporting LES System poles are proposed, City shall install poles that are substantially similar to the closest adjacent existing traffic signal or streetlight poles. Wood poles shall not be permitted, and concrete poles shall only be considered if adjacent traffic signal or streetlight poles are also concrete poles. Special, custom, or aesthetically improved pole designs may be permitted subject to the written approval of County's Contract Administrator.

15. City shall provide County with an annual report, due within thirty (30) days after the end of each yearly term of the RLA, with details on the usage, effectiveness, and statistical law enforcement outcomes of the LES System.

16. City and any third-party contracted by City are prohibited from sharing or selling any data or images obtained from the use of the LES System other than for specific law enforcement purposes associated with an ongoing criminal investigation, emergency or incident management, or the search for a lost or missing persons, which may involve other law enforcement or emergency response agencies, or otherwise ordered by a court having jurisdiction. Statistical summaries of acquired LES System data may be incorporated as part of the aforementioned annual report as long as personal privacy is preserved.
17. City shall provide County a list of any third-party contractors and their roles and responsibilities associated with the LES System within thirty (30) days after execution of the contract between the City and the third-party contractor or, if applicable, within thirty (30) days after contracting with such third-party(ies).
18. City shall be responsible for the installation, continued maintenance, and repair of the LES System at no cost to County, and should County staff services be required, County shall be reimbursed according to the conditions and hourly rates set forth in the RLA.

4/27/22

Guidelines for Approval of LES Systems_v3Final-2022-0427(Redlined)

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF [REDACTED]
(INSTALLATION WITHIN COUNTY RIGHT-OF-WAY)**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and the City of [REDACTED], a municipal corporation organized and existing under the laws of the State of Florida ("City") (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The revocable license area, as set forth in Exhibit A, is a right-of-way area including all or a portion of the Signalization Equipment (as defined below) located on [INSERT NAME OF COUNTY ROADWAY SEGMENT OR INTERSECTION] (the "Revocable License Area");

B. The County owns and controls the Revocable License Area and [INSERT NAME OF COUNTY ROADWAY SEGMENT OR INTERSECTION];

C. City seeks and County is amenable to City's nonexclusive access and use of the Revocable License Area to install, operate, and maintain a law enforcement surveillance system, as set forth in Exhibit B (the "LES System"), subject to the conditions of use and special technical provisions, as set forth in Exhibits C and D (the "Conditions of Use" and "Special Technical Provisions," respectively);

D. The LES System will benefit the residents of both County and City; and

E. City has authorized the appropriate municipal officers to execute this Agreement.

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

SECTION 1. DEFINITIONS

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the LES System, including all equipment to be installed in the Revocable License Area as referenced in the plans submitted to and approved in writing by the Division Director, or designee, and filed under Project Reference Number [REDACTED].

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Traffic Engineering Division, or designee.

1.4. **County Administrator** means the administrative head of County, as appointed by the Board.

- 1.5. **County Attorney** means the chief legal counsel for County, as appointed by the Board.
- 1.6. **Division** means the Broward County Highway Construction and Engineering Division.
- 1.7. **Signalization Equipment** means the collection of electronic traffic signal equipment, traffic signal support infrastructure, signal communications infrastructure and all other above-ground or underground accessory equipment necessary for the full and safe operation of the traffic signal, which is operated and maintained by County's Traffic Engineering Division.
- 1.8. **Traffic Engineering** means the Broward County Traffic Engineering Division.

SECTION 2. GRANT OF REVOCABLE LICENSE

- 2.1. County hereby grants to City a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of installing, operating, and maintaining the LES System, subject to the Conditions of Use and Special Technical Provisions, and taking other actions as may be required by this Agreement.
- 2.2. Other than for the purposes identified in this Agreement, City may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. City may not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.
- 2.3. County shall retain full and unrestricted access to the Revocable License Area at all times.
- 2.4. County reserves the right to lease and/or license other portions of the Revocable License Area to other parties for any purpose, including communications transmitting or receiving sites.
- 2.5. Throughout the term of this Agreement, and notwithstanding any other term or condition of this Agreement, the County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Signalization Equipment and the Revocable License Area, and to make any improvements thereon. Specifically, City acknowledges and agrees that the Signalization Equipment, roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved, without any liability to the County. The County will provide City with thirty (30) calendar days' written notice of any such modifications to the Revocable License Area to allow City to remove or relocate the LES System at City's own expense.
- 2.6. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to City or any other party.

SECTION 3. CITY'S OBLIGATIONS

- 3.1. City shall make application to the Division for a permit to install the LES System as set forth in the Approved Plans. City may not proceed with the installation until all permits have been issued and all permit conditions for commencement of the installation have been satisfied.

3.2. City may not make any alterations to any previously permitted and installed LES System without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. City shall install the LES System at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. City shall notify Traffic Engineering as specified in Exhibit B to schedule the installation of the LES System.

3.4. Following City's installation of the LES System and County's approval of same (as set forth in Section 4), City shall provide County with signed and sealed certified as-built drawings for all work performed as set forth in the Approved Plans.

3.5. City shall operate and maintain the LES System at its own expense and in accordance with the requirements set forth in this Agreement.

3.6. If City takes any action or makes any omission that causes or results in alterations or damage to County property, City shall, at its own expense, restore such property to its condition before the alterations or damages. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.7. If City takes any action or makes any omission that causes or results in alterations to the Revocable License Area, which alterations are not specified in the Approved Plans, City shall, at its own expense, restore the Revocable License Area to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.8. In furtherance of Sections 3.6 and 3.7, if any alterations, restorations, or repairs performed by City result in a malfunction or outage of any part of the Signalization Equipment, the City shall be responsible for all costs associated with the emergency response and repair, including costs associated with any emergency contractors retained by Traffic Engineering to perform the repair, and County shall invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.9. If the LES System is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), City shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with the utilities company.

3.10. City shall reimburse County for all project-specific administration, on-site supervision, and inspection services related to the installation, alterations, restorations, or repairs of the LES System, and for any cost resulting from public records requests or subpoena of County staff for deposition or court testimony related to this Agreement or City's use of its LES System, in accordance with Exhibit C.

3.11. City shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 7 of this Agreement), of any condition

on the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person. City shall contact the appropriate emergency services (fire-rescue, police, Florida Power & Light) immediately upon identification of any potentially risk or injury to any person, and shall keep a written record of all contact made including the person(s) with whom City has communicated.

3.12. City shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person on the Revocable License Area.

3.13. City shall provide County with an annual report, due within thirty (30) days after the end of each yearly term of this Agreement, with details on the usage, effectiveness, and statistical law enforcement outcomes of the LES System. Statistical summaries of acquired LES System data may be incorporated as part of the annual report as long as personal privacy is preserved.

3.14. City may retain a third party to install the LES System and/or perform the maintenance on the LES System. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party agrees to install the LES System and/or perform the maintenance on the LES System in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request of the Contract Administrator. Notwithstanding City's use of any third party, City shall remain obligated to install the LES System and perform the maintenance on the LES System if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party. City shall provide County a list of any third-party contractors and their roles and responsibilities associated with the LES System within thirty (30) days after execution of the contract between the City and the third-party contractor or, if applicable, within thirty (30) days after contracting with such third-party(ies).

SECTION 4. COUNTY'S OBLIGATIONS

4.1. County shall review the City's application for permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

4.2. County shall inspect the installation of the LES System and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the installation of the LES System is in conformance with the Approved Plans, and receiving a request for final inspection, County shall perform a final inspection of the installation and notify City of County's final approval or rejection of the installation.

4.4. County shall have no further obligations under this Agreement other than those stated in this Section but may exercise any and all rights it has under this Agreement.

SECTION 5. RISK OF LOSS

The LES System shall remain the property of City, and all risk of loss for the LES System shall be City's risk alone. Such risk of loss shall include, but is not limited to, incidental damage to the LES System resulting from primary damage to the Signalization Equipment by third parties or natural events.

SECTION 6. TERM AND TERMINATION

- 6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this Section.
- 6.2. This Agreement may be terminated for cause by County if City breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.
- 6.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to City, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.
- 6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this Section shall be effective on the date County provides notice to the City of such termination.
- 6.5. Upon termination of this Agreement, City shall peaceably surrender its use of the Revocable License Area.
- 6.6. Upon termination of this Agreement, City shall remove the LES System, including all materials and equipment, installed, or placed in the Revocable License Area by City. In addition, City shall be obligated to repair any damage to the Revocable License Area resulting from the removal of the LES System, including any materials and equipment. If City fails to comply with these removal and/or repair obligations within thirty (30) days of termination, County may perform them, and then invoice City for the cost thereof. City shall pay the invoice within thirty (30) calendar days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by City and shall become the property of the County.
- 6.7. Upon termination of this Agreement, City shall restore the Revocable License Area to its condition before the installation of the LES System or to such condition as approved in writing by the Contract Administrator. If City fails to make such restorations within thirty (30) days of

termination, County may make them and then invoice City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

6.8. County shall have no obligation to compensate City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

6.9. Notice of termination shall be provided in accordance with the Section 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 7 of this Agreement.

SECTION 7. NOTICES

Whenever either party desires or is required 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 acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this Section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this Section. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Traffic Engineering Division
2300 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Email: sbrunner@broward.org

FOR CITY:

[ENTER NAME OF CONTACT]

City of [REDACTED]

[ADDRESS]

[CITY/STATE/ZIP]

Email: _____

SECTION 8. INDEMNIFICATION

8.1. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. 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 either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. To the extent permitted by law, City agrees to indemnify and hold harmless County, and all of County's current, future, and former officers, agents, servants, and employees

(collectively, "Indemnified Party") from and against any and all causes 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 Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, City shall, at its own expense, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.3. If City contracts with a third party to perform any of City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, future, and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes 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 Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, contractor shall, at its own expense, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County, or, at the option of Broward County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.4. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

SECTION 9. INSURANCE

9.1. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

9.2. Within five (5) calendar days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.3. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.4. The foregoing requirements shall apply to City's self-insurance, if any.

9.5. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this Section are met. If requested by County, City shall furnish evidence of all insurance required by this Section.

9.6. County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

SECTION 10. MISCELLANEOUS

10.1. Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Public Records. A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests.

10.3. Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.4. Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City without the prior written consent of County, which consent may be withheld in County's sole discretion. City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will

not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

10.6. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

10.8. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.

10.9. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

10.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.12. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.14. Representation of Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.15. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

10.16. Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.17. Time of the Essence. Time is of the essence for City's performance of all obligations under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 City of _____, 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 _____
Mayor/Vice-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 _____
Al A DiCalvo (Date)
Senior Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

AAD
RLA - LES System Use in County ROW_v9C-Final-2022-0427(Redlined)
4/27/22

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF [REDACTED]**

City

ATTEST:

CITY OF [REDACTED]

City Clerk

By _____
Mayor-Commissioner

(Print or Type Name)

(Print or Type Name)

(SEAL)

____ day of _____, 20____

City Manager

(Print or Type Name)

APPROVED AS TO LEGAL FORM:

By _____
City Attorney

(REMOVE PAGEHOLDER, ATTACH EXHIBITS A-D)

Exhibit A – Revocable License Area

Exhibit B – LES System

Exhibit C – Conditions of Use

Exhibit D – Special Technical Provisions

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF [REDACTED]
(INSTALLATION WITHIN CITY RIGHT-OF-WAY)**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and the City of [REDACTED], a municipal corporation organized and existing under the laws of the State of Florida ("City") (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The City owns and controls the right-of-way and [INSERT NAME OF CITY ROADWAY SEGMENT OR INTERSECTION];

B. The County operates and maintains signalization equipment within the right-of-way on [INSERT NAME OF CITY ROADWAY SEGMENT OR INTERSECTION];

C. City seeks and County is amenable to City's nonexclusive access and use of the signalization equipment, as detailed in Exhibit A (the "Signalization Equipment"), to install, operate, and maintain a law enforcement surveillance system, as set forth in Exhibit B (the "LES System"), subject to the conditions of use and special technical provisions, as set forth in Exhibits C and D (the "Conditions of Use" and "Special Technical Provisions," respectively);

D. The LES System will benefit the residents of both County and City; and

E. City has authorized the appropriate municipal officers to execute this Agreement.

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

SECTION 1. DEFINITIONS

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the LES System, including all equipment to be attached to the Signalization Equipment as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number [REDACTED].

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Traffic Engineering Division, or designee.

1.4. **County Administrator** means the administrative head of County, as appointed by the Board.

1.5. **County Attorney** means the chief legal counsel for County, as appointed by the Board.

1.6. **Traffic Engineering** means the Broward County Traffic Engineering Division.

SECTION 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to City a revocable license for the limited, nonexclusive access and use of the Signalization Equipment solely for the purposes of installing, operating, and maintaining the LES System, subject to the Conditions of Use and Special Technical Provisions, and taking other actions as may be required by this Agreement.

2.2. Other than for the purposes identified in this Agreement, City may not use the Signalization Equipment for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. City may not permit the Signalization Equipment to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

2.3. County shall retain full and unrestricted access to the Signalization Equipment at all times.

2.4. Throughout the term of this Agreement, and notwithstanding any other term or condition of this Agreement, the County retains the right in its sole discretion to modify, reconfigure, improve, or abandon the Signalization Equipment, and to make any improvements thereon. Specifically, City acknowledges and agrees that the Signalization Equipment may be temporarily or permanently reconfigured, modified, or moved, without any liability to the County. The County will provide City with thirty (30) calendar days' written notice of any such modifications to the Signalization Equipment to allow City to remove or relocate the LES System at City's own expense.

SECTION 3. CITY'S OBLIGATIONS

3.1. City shall make application to Traffic Engineering for approval to install the LES System as set forth in the Approved Plans. City may not proceed with the installation until all written approvals have been issued and all conditions for commencement of the installation have been satisfied.

3.2. City may not make any alterations to any previously approved and installed LES System without first obtaining written approval from Traffic Engineering for such alterations.

3.3. City shall install the LES System at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. City shall notify Traffic Engineering as specified in Exhibit B to schedule the installation of the LES System.

3.4. Following City's installation of the LES System and County's approval of same (as set forth in Section 4), City shall provide County with signed and sealed certified as-built drawings for all work performed as set forth in the Approved Plans.

3.5. City shall operate and maintain the LES System at its own expense and in accordance with the requirements set forth in this Agreement.

3.6. If City takes any action or makes any omission that causes or results in alterations or damage to County-owned or County-maintained property, City shall, at its own expense, restore such property to its condition before the alterations or damages. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.7. If City takes any action or makes any omission that causes or results in alterations to the Signalization Equipment, which alterations are not specified in the Approved Plans, City shall, at its own expense, restore the Signalization Equipment to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.8. In furtherance of Sections 3.6 and 3.7, if any alterations, restorations, or repairs performed by City result in a malfunction or outage of any part of the Signalization Equipment, the City shall be responsible for all costs associated with the emergency response and repair, including costs associated with any emergency contractors retained by Traffic Engineering to perform the repair, and County shall invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.9. If the LES System is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), City shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with the utilities company.

3.10. City shall reimburse County for all project-specific administration, on-site supervision, and inspection services related to the installation, alterations, restorations, or repairs of the LES System, and for any cost resulting from public records requests or subpoena of County staff for deposition or court testimony related to this Agreement or City's use of its LES System, in accordance with Exhibit C.

3.11. City shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 7 of this Agreement), of any condition with respect to the Signalization Equipment that might present a risk of damage to the Signalization Equipment or adjacent property, or might pose a risk of injury to any person. City shall contact the appropriate emergency services (fire-rescue, police, Florida Power & Light) immediately upon identification of any potentially risk of injury to any person, and shall keep a written record of all contact made including the person(s) with whom City has communicated.

3.12. City shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 7 of this Agreement), of any damage to the Signalization Equipment or any injury to any person as a result of or related to the Signalization Equipment.

3.13. City shall provide County with an annual report, due within thirty (30) days after the end of each yearly term of this Agreement, with details on the usage, effectiveness, and statistical

law enforcement outcomes of the LES System. Statistical summaries of acquired LES System data may be incorporated as part of the annual report as long as personal privacy is preserved.

3.14. City may retain a third party to install the LES System and/or perform the maintenance on the LES System. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party agrees to install the LES System and/or perform the maintenance on the LES System in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request of the Contract Administrator. Notwithstanding City's use of any third party, City shall remain obligated to install the LES System and perform the maintenance on the LES System if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party. City shall provide County a list of any third-party contractors and their roles and responsibilities associated with the LES System within thirty (30) days after execution of the contract between the City and the third-party contractor or, if applicable, within thirty (30) days after contracting with such third-party(ies).

SECTION 4. COUNTY'S OBLIGATIONS

4.1. Traffic Engineering shall review City's application for approval to install the LES System and shall grant written approval for installation of the LES System as set forth in the Approved Plans and subject to the Conditions of Use and Special Technical Provisions.

4.2. County shall inspect the installation of the LES System and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the installation of the LES System is in conformance with the Approved Plans, and receiving a request for final inspection, County shall perform a final inspection of the installation and notify City of County's final approval or rejection of the installation.

4.4. County shall have no further obligations under this Agreement other than those stated in this Section but may exercise any and all rights it has under this Agreement.

SECTION 5. RISK OF LOSS

The LES System shall remain the property of City, and all risk of loss for the LES System shall be City's risk alone. Such risk of loss shall include, but is not limited to, incidental damage to the LES System resulting from primary damage to the Signalization Equipment by third parties or natural events.

SECTION 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this Section.

6.2. This Agreement may be terminated for cause by County if City breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the

Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

6.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to City, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this Section shall be effective on the date County provides notice to the City of such termination.

6.5. Upon termination of this Agreement, City shall peaceably surrender its access and use of the Signalization Equipment.

6.6. Upon termination of this Agreement, City shall remove the LES System, including all materials and equipment, installed or attached to the Signalization Equipment by City. In addition, City shall be obligated to repair any damage to the Signalization Equipment resulting from the removal of the LES System, including any materials and equipment. If City fails to comply with these removal and/or repair obligations within thirty (30) days of termination, County may perform them, and then invoice City for the cost thereof. City shall pay the invoice within thirty (30) calendar days after receipt. Any personal property remaining installed or attached to the Signalization Equipment after the termination of this Agreement shall be deemed to have been abandoned by City and shall become the property of the County.

6.7. Upon termination of this Agreement, City shall restore the Signalization Equipment to its condition before the installation of the LES System or to such condition as approved in writing by the Contract Administrator. If City fails to make such restorations within thirty (30) days of termination, County may make them and then invoice City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

6.8. County shall have no obligation to compensate City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

6.9. Notice of termination shall be provided in accordance with the Section 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 7 of this Agreement.

SECTION 7. NOTICES

Whenever either party desires or is required 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 acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this Section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this Section. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Traffic Engineering Division
2300 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Email: sbrunner@broward.org

FOR CITY:

[ENTER NAME OF CONTACT]

City of [REDACTED]

[ADDRESS]

[CITY/STATE/ZIP]

Email: _____

SECTION 8. INDEMNIFICATION

8.1. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. 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 either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. To the extent permitted by law, City agrees to indemnify and hold harmless County, and all of County's current, future, and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes 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 Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, City shall, at its own expense, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.3. If City contracts with a third party to perform any of City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, future, and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes 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 Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, contractor shall, at its own expense, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County, or, at the option of Broward County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.4. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

SECTION 9. INSURANCE

9.1. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

9.2. Within five (5) calendar days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.3. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.4. The foregoing requirements shall apply to City's self-insurance, if any.

9.5. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this

Section are met. If requested by County, City shall furnish evidence of all insurance required by this Section.

9.6. County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

SECTION 10. MISCELLANEOUS

10.1. Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Public Records. A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests.

10.3. Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.4. Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City without the prior written consent of County, which consent may be withheld in County's sole discretion. City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

10.6. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent

jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

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10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

10.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.12. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.14. Representation of Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.15. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

10.16. Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.17. Time of the Essence. Time is of the essence for City's performance of all obligations under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 City of _____, 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 _____
Mayor/Vice-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 _____
Al A DiCalvo (Date)
Senior Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

AAD
RLA - LES System Use in City ROW_v9M-Final-2022-0427(Redlined)
4/27/22

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF [REDACTED]**

City

ATTEST:

CITY OF [REDACTED]

City Clerk

By _____
Mayor-Commissioner

(Print or Type Name)

(Print or Type Name)

(SEAL)

____ day of _____, 20____

City Manager

(Print or Type Name)

APPROVED AS TO LEGAL FORM:

By _____
City Attorney

(REMOVE PAGEHOLDER, ATTACH EXHIBITS A-D)

Exhibit A – Signalization Equipment

Exhibit B – LES System

Exhibit C – Conditions of Use

Exhibit D – Special Technical Provisions

EXHIBIT C

Conditions of Use

1. City shall not use or operate its Law Enforcement Surveillance System ("LES System") for red light traffic enforcement under Florida Statute Section 316.0083, or any other traffic infraction enforcement under Florida Statute Chapter 316.
2. City shall not use or operate its LES System in a manner that violates any federal, state, or local laws, regulations, or ordinances. City shall report violations of any federal, state, or local laws, regulations, or ordinances associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
3. All LES System video cameras (including thermal cameras) shall have governing devices that either physically prevent cameras from being rotated, aimed, or zoomed into residential property or shall be digitally programmable to blur the field of vision if cameras were to be rotated, aimed, or zoomed outside of the public right-of-way into residential property.
4. City shall establish internal controls and procedures, in addition to physical equipment controls, to minimize any potential intrusion of privacy while using the LES System for law enforcement uses and to prohibit any opportunities for voyeurism, misconduct, or other inappropriate use of the LES System by any party with access to the LES System.
5. City shall restrict ~~its~~ use of the LES System to law enforcement uses only and shall only allow its own law enforcement personnel or other federal, state, and local law enforcement agencies to have active access to the system.
6. City and any third-party contracted by City are prohibited from sharing or selling any data or images obtained from the use of the LES System other than for specific law enforcement purposes associated with an ongoing criminal investigation, emergency or incident management, or the search for a lost or missing persons, which may involve other law enforcement or emergency response agencies, or otherwise ordered by a court having jurisdiction.
7. City shall provide County a detailed list of all LES System equipment proposed and the equipment specifications and operational capabilities, including video surveillance capabilities (such as resolution, pan, tilt, and zoom parameters), which said list shall be included as part of the approved plans and referenced in Exhibit B. County shall have the right to reject the installation of certain LES System equipment or its proposed location should the equipment or its positioning allow for unnecessarily intrusive surveillance or potentially violate personal privacy.
8. City shall install and operate the LES System in such a manner as to prevent unnecessarily intrusive surveillance or potential violation of personal privacy. City shall report violations of personal privacy associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
9. City shall not install any LES System equipment inside the County's traffic signal control cabinets, nor splice any existing County cables or wiring.

10. City shall install the LES System on a separate electric circuit completely segregated from the Signalization Equipment and shall not tap into or intercept the Signalization Equipment's electric circuit in any manner.
11. City shall not install any LES System equipment that may introduce electromagnetic, ultrasonic, electrical, or any other types of signal interference with any of the Signalization Equipment. If such interference is identified after the LES System is installed, the City shall remove, replace, or otherwise mitigate the interference at its own expense to the satisfaction of the Contract Administrator. County shall not be responsible for mitigating any interference introduced to the LES System due to the LES System's proximity to the Signalization Equipment.
12. City shall not utilize any existing County operated and maintained conduits, conduit sweeps, and pull boxes, unless approved in writing by County, through its Contract Administrator.
13. City shall be responsible for the installation, continued maintenance, and repair of its LES System.
14. City shall not access, enter, attach to, adjust, remove, relocate, or otherwise manipulate any County equipment without the physical presence of the County's Traffic Engineering Division staff. City shall contact Broward County Traffic Engineering Division at (954) 847-2600 at least two business days (Monday through Friday, excluding County-observed holidays) prior to commencement of work to allow proper scheduling of personnel.
15. City shall comply with all aspects of Chapter 556, Florida Statutes (Underground Facility Damage Prevention and Safety Act) relative to the installation, operation, and maintenance of the LES System.
16. City staff and its contractors performing the installation or maintenance of any LES System equipment attached to the Signalization Equipment must have a Traffic Signal Technician Level I Certification (or higher) from the International Municipal Signal Association (IMSA). Any work impacting the operation of the Signalization Equipment shall be performed during non-peak traffic hours, as approved by [*insert appropriate County division]. A law enforcement officer shall be present for traffic control if the traffic signal is turned off or placed in flashing operation. All expenses for traffic control and use of law enforcement office shall be the responsibility of the City. Work zone control shall be accordance with FDOT Standard Index 600.
17. If County undertakes any improvements or modifications to the Signalization Equipment in the future, City shall disconnect and re-connect its equipment as necessary and at its own expense.
18. City shall reimburse County for all project-specific administration, on-site supervision, and inspection services on an hourly basis in accordance with the pricing schedule attached hereto as Attachment C-1. For each occasion, the time charged shall include travel time to and from the work site and the time spent at the work site, or two hours, whichever is greater. County shall invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.
19. City shall reimburse the County for any cost resulting from public records requests or subpoena of County staff for deposition or court testimony related to this Agreement or City's use of its LES

System. The reimbursement shall be in accordance with the pricing schedule attached hereto as Attachment C-1. For each occasion related to a subpoena, the time charged shall include travel time to and from the specified location in the subpoena and the time spent at the location. County shall invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

4/27/22

Exhibit C to RLA - LES System_v11-Final-2022-0427(Redlined)

Attachment C-1

REIMBURSEMENT HOURLY RATES

<u>Job Classification</u>	<u>Hourly Rate* (\$/Hr)</u>
Director of Traffic Engineering	\$ 73.05
Assistant Director of Traffic Engineering	\$ 58.80
Information Systems Manager	\$ 58.80
Engineering Unit Supervisor	\$ 54.70
Traffic Operations (Signals) Superintendent	\$ 50.88
Licensed Engineer	\$ 47.33
Traffic Signals Supervisor	\$ 40.96
Network Communications Technician	\$ 32.97
Traffic Signal Technician, Senior	\$ 32.97
Traffic Signal Technician	\$ 28.53
Administrative Specialist	\$ 28.53

*Hourly rates shown represent the midpoint of the corresponding job classification pay rate range (as of _____) and shall increase annually at the same percentage as any annual increase to the salary ranges approved by the Board of County Commissioners. Additional job classifications and hourly rates may be added by Contract Administrator upon written notice to City.