

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WILTON MANORS FOR
LICENSE PLATE READER AT MIDDLE RIVER PARK**

This license agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and City of Wilton Manors, a municipal corporation of the State of Florida (“Licensee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

- A. County owns property located at the southeast corner of the intersection of Wilton Manors Drive and NE 19th Street, Wilton Manors, Florida, 33305, maintained by the Broward County Parks and Recreation Division and commonly known as Middle River Park (the “Property”).
- B. The Property has not been designated as a natural area park or regional park by County.
- C. Licensee desires to install a license plate reader at the Property.
- D. County is willing to grant Licensee a license to access and use portions of the Property as provided herein pursuant to the terms and conditions stated in this Agreement.

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

1. Description of Licensed Premises.

County hereby grants to Licensee the right, license, privilege, and permission to use portions of the Property more particularly described in the attached Exhibit A (“Licensed Premises”) solely for the Permitted Use (as defined in Article 3 of this Agreement). The Contract Administrator (as defined herein) may relocate the Licensed Premises within the Property, at any time and for any reason, by providing written notice fourteen (14) days in advance in accordance with the “Notices” section of this Agreement. In the event of such relocation, County shall provide Licensee with a revised Exhibit A in its written notice, Exhibit A shall be deemed automatically amended to reflect the new Licensed Premises, and Licensee shall promptly relocate to the new Licensed Premises. Licensee shall be solely responsible for any costs incurred by Licensee in connection with any such required relocation.

2. Term; Fee.

2.1. The term of this Agreement shall be for five (5) years commencing on the Effective Date (“Initial Term”). The Parties shall have the option to extend the Agreement for up to five (5) successive extension period(s) of five (5) years each (each five-year extension shall be referred to as an “Extension Term”); each such optional Extension Term shall be deemed automatically exercised unless and until Licensee or County provides written notice of its intent not to exercise

the option to extend at least thirty (30) calendar days prior to the commencement of the applicable Extension Term. Each Extension Term shall be on the same terms and conditions as provided in this License Agreement. The Initial Term, and all Extension Terms exercised by the Parties, are collectively referred to in this Agreement as the "Term."

2.2. Licensee shall not be required to pay a fee for the use of the Licensed Premises in accordance with the terms of this Agreement.

3. Use of the Licensed Premises.

3.1. Licensee may use and occupy the Licensed Premises only to install, maintain, and operate a license plate reader in accordance with the terms of this Agreement (the "Permitted Use"). Licensee and its employees, agents, and named subcontractor, Flock Group, Inc., will have access to the Licensed Premises solely for the Permitted Use. Licensee will install, maintain, inspect, remove, and operate the license plate reader on the Licensed Premises solely at its own election and cost. The Licensed Premises shall not be used by Licensee for any other purpose whatsoever without the prior written consent of County. Except as specifically provided herein, no additional structures or other man-made alterations will be permitted to be placed on, or made to, the Licensed Premises without prior written consent of County.

3.2. In connection with Licensee's Permitted Use of the Licensed Premises, Licensee covenants that Licensee and its employees, agents, and subcontractors shall not: (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Licensed Premises; (ii) take any action, or keep anything in or about the Licensed Premises, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Licensed Premises; or (iv) use or occupy the Licensed Premises in any manner that will violate any law or regulation of any governmental authority ("Applicable Law"). Licensee shall be responsible for obtaining any and all permits required for the Permitted Use.

3.3. County reserves the right to, at any time throughout the Term, prescribe additional rules regarding the Permitted Use of the Licensed Premises as County deems necessary for the appropriate operation and preservation of the safety and care of the Licensed Premises or the Property. The Contract Administrator may temporarily suspend Licensee's use of the Licensed Premises, if determined necessary by the Contract Administrator, to address safety, operational, or regulatory concerns, or to preserve the condition of the Property. As part of any such temporary suspension, County may remove Licensee's Property (as defined in Section 7.1) from the Licensed Premises, without liability to Licensee.

4. Alterations and Improvements.

Licensee may not make any alteration, adjustment, partition, addition, or improvement to the Licensed Premises or any part thereof without obtaining County's prior written consent. All requests by Licensee shall be in writing and shall contain all pertinent plans and specifications.

5. County's Use of the Licensed Premises; Inspections.

Licensee's Permitted Use of the Licensed Premises is nonexclusive. County, its agents, and any authorized employees of said agents may use the Licensed Premises for any purpose that does not unreasonably interfere with the Permitted Use. County, its agents, and any authorized employees of said agents may also enter upon the Licensed Premises at any time to inspect the Licensed Premises, including to determine if Licensee is using the Licensed Premises in accordance with the terms of this Agreement.

6. Insurance; Liability.

6.1. Insurance. Licensee is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Licensee's execution of this Agreement.

6.2. Indemnification. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. Licensee's Property on the Licensed Premises.

7.1. Licensee may place personal property of Licensee or its employees, agents, volunteers, subcontractors, visitors, or invitees (collectively, "Licensee's Property") on the Licensed Premises solely as necessary for the Permitted Use. Licensee's Property shall belong to Licensee or its agent and shall be stored, maintained, and used on the Licensed Premises at Licensee's sole risk and obligation. County shall not be liable for any damage to or any theft, misappropriation, or loss of Licensee's Property, except in the event of and to the extent caused by gross negligence or willful misconduct of County, its agents, or its employees. Nothing herein shall be deemed, construed, or asserted as a waiver of County's sovereign immunity or any liability limitations established by Section 768.28, Florida Statutes. Upon the expiration or termination of this Agreement, Licensee shall remove all of Licensee's Property from the Licensed Premises. If any of Licensee's Property is not removed from the Licensed Premises within sixty (60) calendar days after the expiration or termination of this Agreement, such property shall be deemed the property of County, and County may sell, destroy, or otherwise dispose of the property without any liability to Licensee.

The rights and obligations of this section shall survive expiration or termination of this Agreement.

7.2. The Permitted Use includes the placement of a license plate reader on the Licensed Premises, which equipment shall be considered Licensee's Property. Licensee shall be solely responsible for the maintenance, repair, and operational integrity of the license plate reader. Additionally, Licensee shall be solely responsible for the security, storage, transmission, and use of any and all data collected by the license plate reader. Licensee shall ensure that all such data is handled in strict compliance with all Applicable Law (as defined herein), including the Driver's Privacy Protection Act and Florida public records laws. Licensee's indemnification obligations in Section 6.2 shall include any claims, damages, losses, liabilities, and costs related to data security breaches or unauthorized use or disclosure of any such data.

8. Maintenance and Repair of Licensed Premises.

8.1. County shall be responsible for the general maintenance of the Property, including the Licensed Premises, but expressly excluding any Licensee's Property or other equipment or goods used by Licensee to facilitate the Permitted Use.

8.2. Licensee shall give County prompt written notice, in compliance with the "Notices" section of this Agreement, of any occurrence, incident, accident, or issue at the Licensed Premises that affects safety, operations, or the condition of the Property. Licensee shall also immediately notify County's on-site security staff if any damages should occur to the Licensed Premises.

8.3. If Licensee or any of Licensee's employees, agents, or subcontractors damage the Licensed Premises or the Property, Licensee must, at its sole cost and expense and within fifteen (15) days after Licensee's discovery or receipt of notice of the damage, fully restore and repair the Licensed Premises and the Property, as applicable, to the same condition as existed prior to the damage.

9. Termination.

This Agreement may be terminated for convenience by either County or Licensee. Termination for convenience by County or Licensee shall be effective on the termination date stated in the written notice provided by County or Licensee, which termination date shall be not less than thirty (30) days after the date of such written notice. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

10. Contract Administrator.

The Director of the Broward County Parks and Recreation Division or their written designee shall serve as the Contract Administrator of this Agreement. The Contract Administrator is authorized to exercise County's rights and obligations under this Agreement, including, but not limited to, giving written consent to Licensee's requests, terminating or providing notice of election not to extend this Agreement, and temporarily suspending Licensee's use of the Licensed Premises. The

Contract Administrator is further authorized to amend Exhibit A of this Agreement and to execute any such amendments in order to increase, decrease, or provide substitute locations for the Licensed Premises.

11. Amendments.

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document, executed by authorized representatives of the Parties hereto.

12. Notices.

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Parks and Recreation Division
Attn: Director
950 NW 38th Street
Oakland Park, Florida 33309
Email address: parksdirector@broward.org

FOR LICENSEE:

City of Wilton Manors
Attn: Assistant Chief Darren Brodsky
2020 Wilton Drive
Wilton Manors, Florida 33305
Email address: dbrodsky@wmpd.org

13. Miscellaneous.

13.1. Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates Applicable Law. Licensee further represents and warrants that execution of this Agreement is within Licensee's legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

13.2. Public Entity Crime Act. Licensee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents

that its entry into this Agreement will not violate that statute. Licensee further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list.

13.3. Verification of Employment Eligibility. Licensee represents that Licensee and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Licensee violates this section, County may immediately terminate this Agreement for cause and Licensee shall be liable for all costs incurred by County due to the termination.

13.4. Prohibited Telecommunications. Licensee represents and certifies that Licensee and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

13.5. Public Records. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including Section 119.0701, to the extent applicable and the provisions of which are incorporated as if fully set forth herein.

13.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

13.7. Third-Party Beneficiaries. Neither Licensee nor County intends to primarily or directly 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.

13.8. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County’s Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Licensee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.10. Compliance with Laws. Licensee and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.12. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

13.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit 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 exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY**

WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13.16. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Licensee.

13.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

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

13.19. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.20. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

(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 Licensee, signing by and through its duly authorized representative.

COUNTY

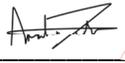
ATTEST:

Broward County, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  _____
Amanda Tolbert (Date)
Assistant County Attorney

Digitally signed by AMANDA M. TOLBERT
Reason: approved as to form
Date: 2025.03.14 16:05:31 -04'00'

By  _____
René D. Harrod (Date)
Chief Deputy County Attorney

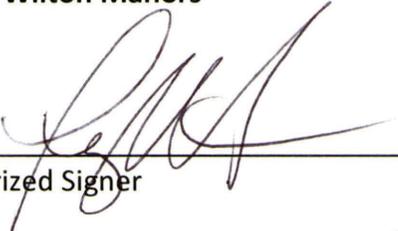
Rene D. Harrod
cn=Rene D. Harrod, ou=Broward County
Attorney's Office,
email=rharrod@broward.org, c=US
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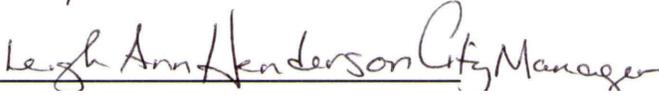
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LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WILTON MANORS FOR
LICENSE PLATE READER AT MIDDLE RIVER PARK

NSEE

City of Wilton Manors

By: 
Authorized Signer


Leigh Ann Henderson City Manager

Leigh Ann Henderson, City Manager
as authorized by Resolution No. 2024-054
of the City Commission of the City of Wilton Manors

4 day of February 2025

Exhibit A
Licensed Premises

