

**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 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.

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

[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_v8C-Final-2021-1115
11/15/21

**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