



**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF COCONUT CREEK FOR SCHOOL ZONE SPEED DETECTION SYSTEM AT COCONUT CREEK
PARKWAY AND WILES ROAD**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and City of Coconut Creek, a municipal corporation organized and existing under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as 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 ("Revocable License Area") is a right-of-way located on Coconut Creek Parkway and Wiles Road.

B. County owns and controls the Revocable License Area and the portions of Coconut Creek Parkway and Wiles Road that appear in Exhibit A, all of which lie within the jurisdictional boundaries of City.

C. City represents that it has enacted an ordinance authorizing the placement or installation of a speed detection system on a roadway maintained as a school zone consistent with Section 316.1896, Florida Statutes.

D. City seeks, and County is amenable to, City's nonexclusive access and use of the Revocable License Area to install, operate, and maintain a school zone speed detection system ("SD System," as further detailed in Exhibit B) in accordance with the terms and conditions of this Agreement.

E. The SD System will benefit the residents of both County and City.

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

ARTICLE 1. DEFINITIONS

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the SD 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 written designee, and filed under Project Reference Number 241219867.

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 written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

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

ARTICLE 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 SD System and taking other actions as may be required by this Agreement. The SD System must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

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 use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains 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, but not limited to, communications transmitting or receiving sites.

2.5. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, City acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to City. County will provide City with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow City to remove or relocate the SD System, which removal or relocation shall be at City's sole 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.

ARTICLE 3. CITY'S OBLIGATIONS

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

3.2. City shall ensure that the SD System is installed and operated in compliance with all applicable federal, state, and local laws, regulations, and codes, including without limitation FDOT standards and specifications. The SD System must be an independent standalone system with independent communications and independent power source. City shall not use the County

traffic signal system communications interconnect or fiber communications to access, receive, or transfer communications data related to the SD System.

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

3.4. City shall install the SD System at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction.

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

3.6. City shall operate and maintain the SD System at its own expense. As part of the maintenance obligations, City shall keep the SD System and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. Additionally, City shall repair and/or replace the SD System when necessary due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. City shall promptly replace all defective parts of the SD System, as well as any part of the SD System that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such part of the SD System would interfere with any County property or County operations. All replacements must be approved in writing in advance by the Contract Administrator.

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

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

3.9. If the SD 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 each utility 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 SD 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 SD System.

3.11. City shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any condition in 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, etc.) immediately upon identification of any potential 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 Article 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.13. City may retain a third party to install and/or perform the maintenance obligations on the SD 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 must agree to install and/or perform the maintenance obligations on the SD 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 by the Contract Administrator. Contracting with a third party as contemplated by this section shall not relieve City of any of its obligations under this Agreement.

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review 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 SD 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 SD 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 Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 5. RISK OF LOSS

The SD System shall remain the property of City, and all risk of loss for the SD System shall be City's risk alone. However, City may not remove, replace, or alter any part of the SD System without the Contract Administrator's prior written consent and any required permitting.

ARTICLE 6. TERM AND TERMINATION

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

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) days after receipt of written notice identifying the breach. In the event of any such 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) 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) days after such notice of termination for cause is provided.

6.3. This Agreement may also 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) days after the date of such written notice. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section.

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 City of such termination.

6.5. Upon termination of this Agreement, City shall peaceably surrender the Revocable License Area.

6.6. Upon termination of this Agreement, City shall remove the SD System, including all materials and equipment installed or placed in the Revocable License Area by City, within thirty (30) days after termination. In addition, City shall be obligated to repair any damage to the Revocable License Area resulting from the removal of the SD System, materials, or equipment. If City fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice City for the cost thereof. City shall pay the invoice within thirty (30) 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 County.

6.7. Upon termination of this Agreement, City shall restore the Revocable License Area to its condition before the installation of the SD System or to such condition as approved in writing by the Contract Administrator. If City fails to make any such restoration within thirty (30) days after termination, County may make such restoration and invoice City for the costs thereof. City shall pay such invoice within thirty (30) 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 Article 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 Article 7 of this Agreement.

ARTICLE 7. NOTICES

Unless otherwise stated herein, 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 article.

FOR COUNTY:

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

FOR CITY:

City of Coconut Creek
Attn: Captain Fred H. Shelton Jr.
4800 W. Copans Road, Coconut Creek, FL 33063
Email address: fshelton@coconutcreek.net

ARTICLE 8. INDEMNIFICATION

8.1. County and City are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. 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 any Party to which sovereign immunity may be applicable 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 or any other contract.

8.2. City 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 City, or any intentional, reckless, or negligent act or omission of City, 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, City 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.

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, 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 contractor, or any intentional, reckless, or negligent act or omission of contractor, 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, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

8.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. INSURANCE

9.1. Within five (5) 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.

9.2. 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.

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

9.4. 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.

9.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages 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.

ARTICLE 10. MISCELLANEOUS

10.1. Independent Contractor. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. 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. Third-Party Beneficiaries. Neither City 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.

10.3. Assignment and Performance. Neither this Agreement nor any right or interest in it 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. Any assignment, transfer, or encumbrance 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.

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.

10.4. 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 will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will 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.

10.5. 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.

10.6. 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 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.

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

10.8. Interpretation. The titles and 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 shall include the other gender, and the singular shall include 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 or article of this Agreement, such reference is to the section or article as a whole, including all of the 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.

10.9. 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.

10.10. 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 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.**

10.11. 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 the Parties.

10.12. 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 A and B are incorporated into and made a part of this Agreement.

10.13. 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.

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

10.15. 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 Coconut Creek, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

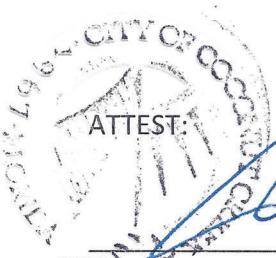
By _____
Mayor
____ day of _____, 20____

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

By Jake Waldman _____ (Date)
Assistant County Attorney

By Michael J. Kerr _____ (Date)
Chief Counsel

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF COCONUT CREEK FOR SCHOOL ZONE SPEED DETECTION SYSTEM AT COCONUT CREEK
PARKWAY AND WILES ROAD



ATTEST:

City Clerk

(Print Name)

(SEAL)

City

City of Coconut Creek

By

Mayor/Commissioner

Jacqueline Railey, Mayor

(Print Name and Title)

13 day of March, 2005

City Manager

(Print Name)

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By

City Attorney



LEGEND

REVOCABLE LICENSE AREA

HCED PROJECT
#241219867



PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DESIGN BY: STEPHON RAMOUTAR SCALE: NTS

DRAWN BY: STEPHON RAMOUTAR

CHECKED BY: YVES D'ANJOU, P.E.

CITY OF COCONUT CREEK - COCONUT CREEK HIGH
SCHOOL SPEED ZONE CAMERAS
EXHIBIT "A"

SHEET
NO.

1 OF 3



HCED PROJECT
#241219867



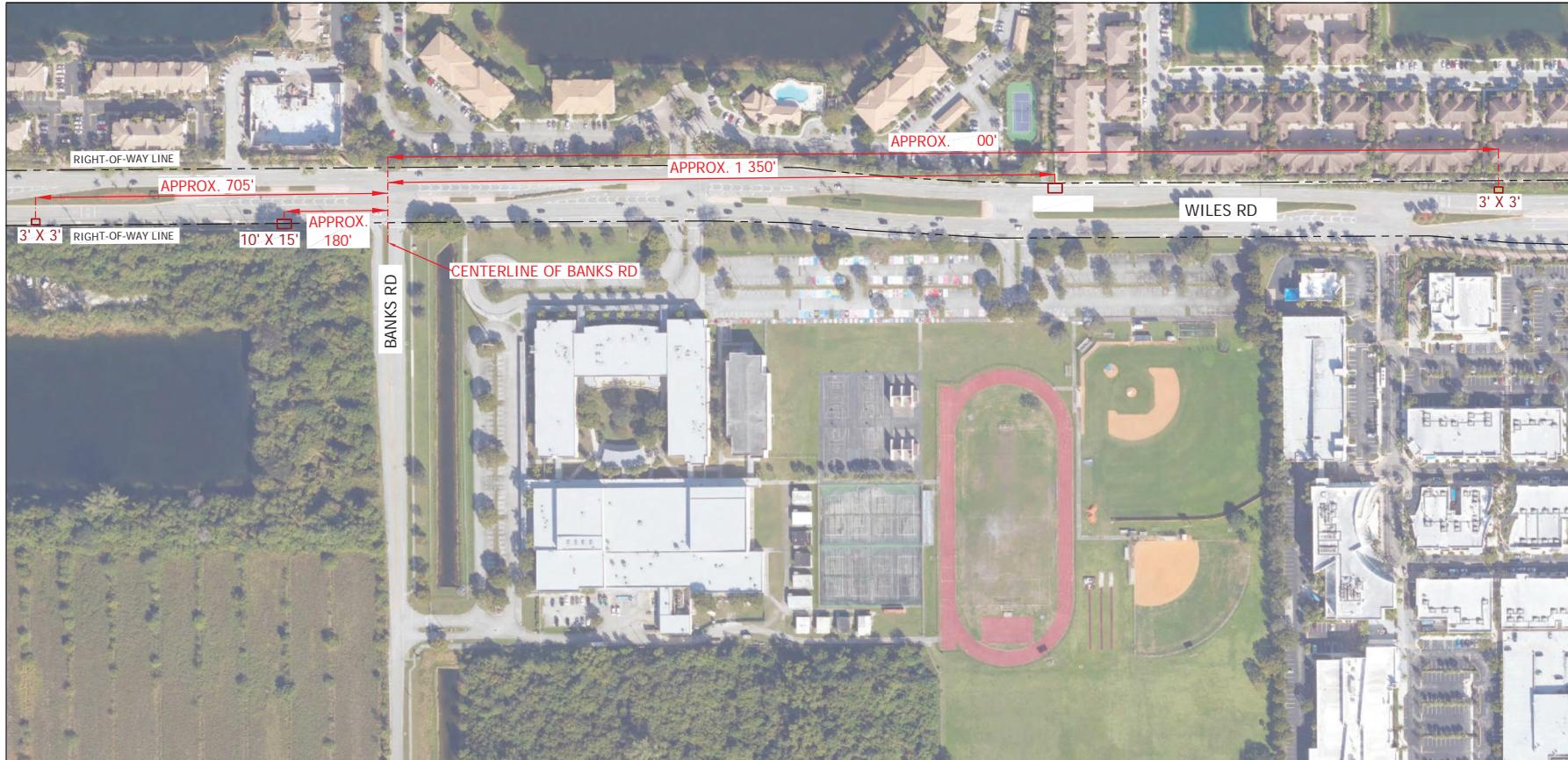
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

| | |
|--------------------------------|------------|
| DESIGN BY: STEPHON RAMOUTAR | SCALE: NTS |
| DRAWN BY: STEPHON RAMOUTAR | |
| CHECKED BY: YVES D'ANJOU, P.E. | |

CITY OF COCONUT CREEK - DAVE THOMAS ED. CENTER
SCHOOL SPEED ZONE CAMERAS
EXHIBIT "A"

SHEET
NO.

2 OF 3



LEGEND

REVOCABLE LICENSE AREA

HCED PROJECT
#241219867



PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DESIGN BY: STEPHON RAMOUTAR SCALE: NTS

DRAWN BY: STEPHON RAMOUTAR

CHECKED BY: YVES D'ANJOU, P.E.

CITY OF COCONUT CREEK - MONARCH HIGH
SCHOOL SPEED ZONE CAMERAS
EXHIBIT "A"

SHEET
NO.

3 OF 3

Exhibit B
SD System

This Agreement authorizes the use of the Revocable License Area by the City for the installation, operation, and maintenance of a school zone speed detection system, as detailed in the Approved Plans.

All work will be according to the Approved Plans that are on file in the Broward County Highway Construction and Engineering Division. A full-sized set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference No. 241219867.