

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF MARGATE
(INSTALLATION WITHIN COUNTY RIGHT-OF-WAY)**

This Revocable License Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida (“County”), and City of Margate, 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 area including all or a portion of the Signalization Equipment (as defined below) located on Copans Road and on Coconut Creek Parkway.

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

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 (“LES System” as further detailed in Exhibit B), subject to the conditions of use and special technical provisions (“Conditions of Use” and “Special Technical Provisions,” as further detailed in Exhibits C and D, respectively).

D. The LES 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 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 written designee, and filed under Project Reference Number 221118920.

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. **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.

1.6. **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 LES System, subject to the Conditions of Use and Special Technical Provisions, and taking other actions as may be required by this Agreement. The LES 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 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 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 LES 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 LES System as set forth in the Approved Plans. City may not proceed with the installation of the LES 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 LES System is installed in compliance with all applicable federal, state, and local laws, regulations, and codes.

3.3. 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.

3.4. 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.

3.5. Following City's installation of the LES 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 LES System at its own expense and in accordance with the requirements set forth in this Agreement.

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. In furtherance of Sections 3.7 and 3.8, if any alteration, restoration, or repair performed by City results in a malfunction or outage of any part of the Signalization Equipment, 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 City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

3.10. 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 each utility company.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. City may retain a third party to install and/or perform the maintenance obligations 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 must agree to install and/or perform the maintenance obligations 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 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. 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 City and the third-party contractor or, if applicable, within thirty (30) days after contracting with such third party(ies).

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review City's application for a 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 Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 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.

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 LES 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 LES 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 LES 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 Margate
Attn: Cale Curtis, City Manager
5790 Margate Boulevard, Margate, FL 33063
Email address: ccurtis@margate.com

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. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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, B, C, and D 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, by and through its County Administrator, authorized to execute same; and City of Margate, signing by and through its duly authorized representative.

County

Broward County, by and through
its County Administrator

By _____
Monica Cepero, County Administrator

____ 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 MARGATE**

City

ATTEST:

City of Margate

City Clerk

By _____
Mayor/Commissioner

(Print Name)

(Print Name and Title)

(SEAL)

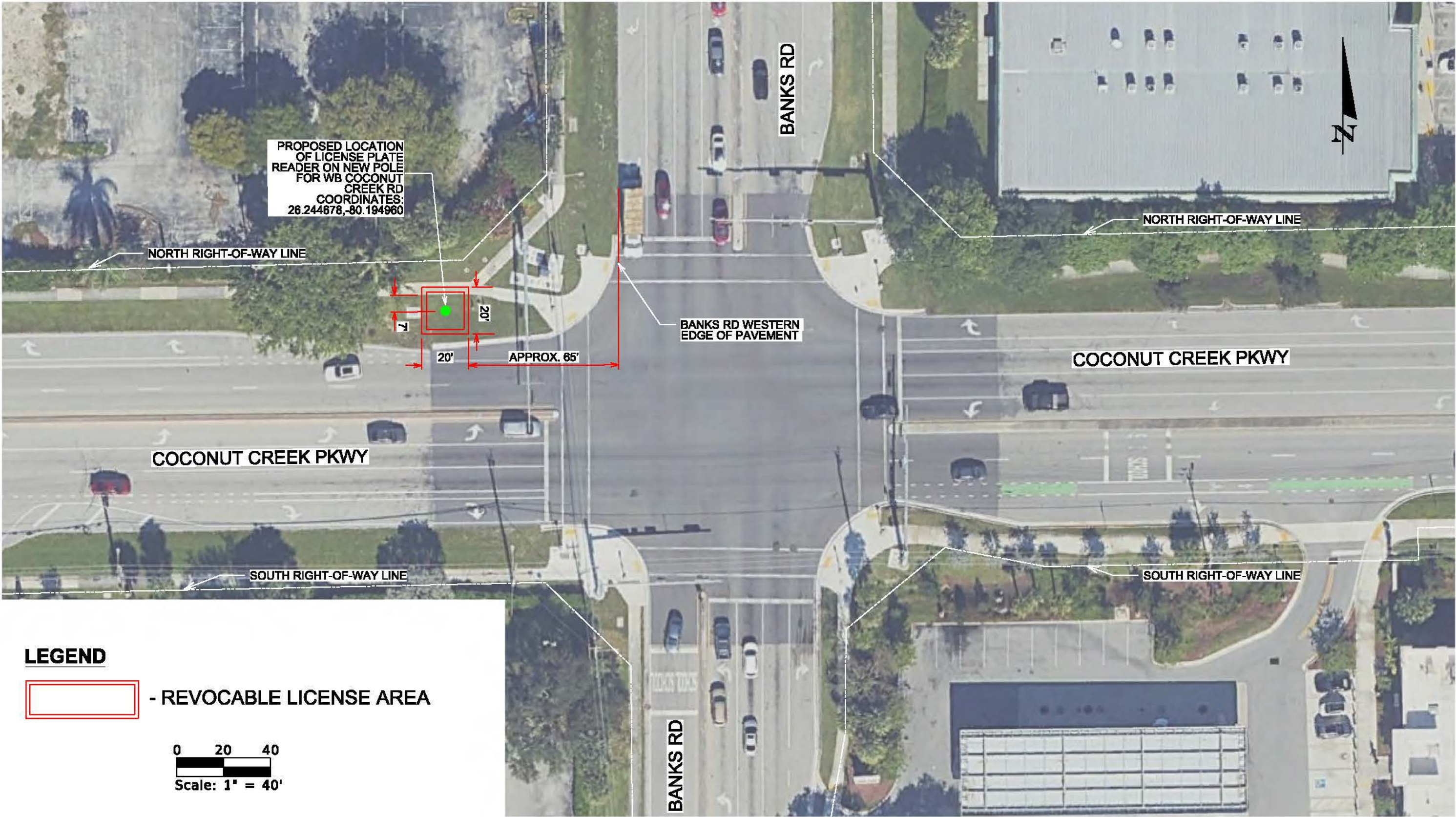
____ day of _____, 20____

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



REVISIONS				PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION		EXHIBIT A REVOCABLE LICENSE AGREEMENT AREA COCONUT CREEK PKWY AT BANKS RD MARGATE - BROWARD COUNTY	SHEET NO.
DATE							
				DESIGN BY:	SCALE: 1:40		2 OF 2
				DRAWN BY:			
				CHECKED BY:			



LEGEND

- REVOCABLE LICENSE AREA

0 20 40
Scale: 1" = 40'

REVISIONS				PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION		EXHIBIT A REVOCABLE LICENSE AGREEMENT AREA COPANS RD EAST OF BANKS RD MARGATE - BROWARD COUNTY	SHEET NO. 1 OF 2
DATE							
				DESIGN BY:	SCALE: 1:40		
				DRAWN BY:			
				CHECKED BY:			

EXHIBIT B

LES System

This Agreement authorizes the installation of a law enforcement surveillance system within Broward County right-of-way, located on the Revocable License Area.

All installation, operation, and maintenance will be according to the Approved Plans that are on file in the Broward County Highway Construction and Engineering Division, subject to the Conditions of Use and Special Technical Provisions set forth in the Agreement. A full-sized set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference No. 221118920.

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 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 County's 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 County's 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. [Intentionally Left Blank.]
17. [Intentionally Left Blank.]
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.

Attachment C-1

REIMBURSEMENT HOURLY RATES

<u>Job Classification</u>	<u>Hourly Rate* (\$/Hr)</u>
Director of Traffic Engineering	\$ 78.25
Assistant Director of Traffic Engineering	\$ 67.71
Information Systems Manager	\$ 62.99
Engineering Unit Supervisor	\$ 62.99
Traffic Operations (Signals) Superintendent	\$ 54.50
Licensed Engineer	\$ 54.50
Traffic Signals Supervisor	\$ 43.87
System Network Analyst	\$ 43.87
Traffic Signal Technician, Senior	\$ 37.97
Traffic Signal Technician	\$ 32.85
Administrative Specialist	\$ 30.56

*Hourly rates shown represent the midpoint of the corresponding job classification pay rate range (as of December 4, 2024) 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.

EXHIBIT D

Broward County Department of Public Works Law Enforcement Surveillance (LES) System Special Technical Provisions

General

1. The following Broward County Special Technical Provisions provide installation guidance parameters for the installation of Law Enforcement Surveillance (LES) systems at or near signalized intersections operated and maintained by Broward County within Broward County jurisdictional roadways, and at or near signalized intersections operated and maintained by Broward County on behalf of other agencies, including local municipalities.

Governing Standards and Specifications

1. The governing standards and specifications for all LES systems shall be those adopted and in effect as of the date of permit application for projects to be installed within Broward County right-of-way, or as of the date of initial plans submittal to the Broward County Traffic Engineering Division for projects to be installed within municipal right-of-way that do not require a Broward County right-of-way permit.
2. Placement of all LES equipment within the public right-of-way shall comply with the applicable sections of the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book), FDOT Roadway Design Standards, and the Broward County Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction (Broward County Minimum Standards).
3. The LES video surveillance equipment, vehicle detection equipment, structural supports, cabling, conduits, communications equipment, and any other supporting peripheral or auxiliary equipment associated with the LES System shall be in accordance with the applicable sections of the following FDOT Standard Specifications:
 - Section 603 – General Requirements for Traffic Control Signals and Devices
 - Section 620 – Grounding and Lightning Protection
 - Section 630 – Conduit
 - Section 633 – Communication Cable
 - Section 635 – Pull, Splice and Junction Boxes
 - Section 639 – Electrical Power Service Assemblies
 - Section 646 – Aluminum Poles, Pedestals and Posts
 - Section 649 – Mast Arm, Span Wire, and Pole Mounting Assemblies
 - Section 659 – Vehicle Detection Systems
 - Section 660 – Galvanized Steel Poles, Mast Arms, and Monotube Assemblies
 - Section 676 – Traffic Cabinets
 - Section 680 – System Control Equipment
 - Section 684 – Network Devices
 - Section 685 – Traffic Control System Auxiliaries

4. Underground communications systems serving the LES System shall be in accordance with the most current applicable sections of the FDOT Roadway Design Standards and FDOT Standard Specifications for Road and Bridge Construction.
5. Structural support posts and assemblies for all LES equipment and other ancillary equipment installations on Broward County and municipal roadways shall be in accordance with FDOT Roadway Design Standards. All support poles, support posts, other structural support elements and brackets must have FDOT product approval (i.e., listed on the FDOT Approved Product List). Design details and shop drawing of structural supports to be installed in Broward County right-of-way and/or attached to Broward County-maintained infrastructure must be approved by the Broward County's Contract Administrator or designee prior to installation.
6. All LES system equipment shall be grounded in accordance with FDOT Standard Specifications Section 620 and all other applicable electric codes. Grounding of the LES System equipment shall not in any way affect the grounding of any preexisting signal equipment.
7. Lightning protection and dissipation systems shall be installed in accordance with FDOT Standard Specifications Section 620. LES equipment and/or support assemblies shall be equipped with lightning deterrent systems in accordance with manufacturer's recommended practices and grounded accordingly.
8. Any proposed LES equipment or technology submittals that are not addressed under a FDOT standard specification shall include a detailed summary of its operating specifications and any applicable nationally recognized industry testing certifications to demonstrate its suitability for use in the public right-of-way and anticipated operating environment. It is recognized that certain types of law enforcement equipment and peripheral devices and supports will inherently not have FDOT Approved Product List certifications, however, Broward County reserves the right to ensure such equipment is adequately tested and certified, and substantially conforms to FDOT specifications to the greatest extent possible. Broward County may request certain proposed equipment be substituted with FDOT approved equipment if such reasonable substitutions exist. Broward County may deny installation of any proposed equipment if Broward County determines the proposed equipment does not have other adequate industry certifications or otherwise may pose a hazard to the public and/or represent a potential point of failure.
9. Lane closures required for the installation of the LES System must be included as part of a maintenance of traffic (MOT) plan submitted to and approved by Broward County. The allowable timeframe of lane closures shall be determined by Broward County at time of MOT plan submission and approval.
10. All aspects of the LES System installation shall comply with all applicable provisions of Chapter 556, Florida Statutes (Underground Facility Damage Prevention and Safety Act). The City shall be responsible for Chapter 556 compliance, including but not limited to, responding to Sunshine One-Call of Florida locate requests for location of the underground infrastructure associated with the LES System.