

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT (“Agreement”)**, made and entered into this day of \_\_\_\_\_, 2024, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the “DEPARTMENT” and the **CITY OF PALM BAY**, (hereinafter referred to as the “CITY”). The DEPARTMENT and CITY are sometimes collectively referred to herein as the “Parties”.

### WITNESSETH

**WHEREAS**, the DEPARTMENT owns and operates its own Intelligent Transportation System;

**WHEREAS**, the DEPARTMENT and CITY have available certain Wireless Access Point (“WAP”) devices and the CITY intends to utilize its WAP devices to connect to the DEPARTMENT’s Intelligent Transportation System;

;

**WHEREAS**, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the CITY, adopted Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2024, attached hereto as Exhibit A, authorizing its officers to execute this Agreement on its behalf.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. **The** DEPARTMENT acknowledges and agrees to allow the CITY to connect to the DEPARTMENT’s Intelligent Transportation System, via WAP device, for the sole purpose of exchanging transportation related information, as provided in Exhibit B attached hereto.
2. The Parties agree to provide a wireless or single mode fiber optic connection for mutual access to the DEPARTMENT’s Intelligent Transportation System.
3. The video images provided by the DEPARTMENT’s Intelligent Transportation System are not recorded by the DEPARTMENT and shall not be recorded by the CITY.
4. This Agreement is non-exclusive, and nothing herein shall be deemed to limit the ability of the DEPARTMENT to provide the video images or other transportation data

or services referenced herein to other parties.

5. The DEPARTMENT shall make a good faith effort to maintain the quality of service of the connection.
6. The CITY agrees to hold the DEPARTMENT harmless for any loss in service or degradation in quality of services that may arise.
7. The CITY agrees that it will not install or operate any equipment, hardware or software that may interfere with the DEPARTMENT's communications equipment or other DEPARTMENT electronic systems. In the event any such interference occurs; the CITY shall immediately remedy all problems caused by such interference. The CITY further authorizes the DEPARTMENT to disconnect or deactivate any equipment, hardware or software causing such interference and waives any claim it might otherwise assert as a result of such disconnection or deactivation.
8. The DEPARTMENT requests that the CITY give appropriate on-screen, on-air, online, and in-print attribution to the DEPARTMENT for use of the video images.
9. The CITY acknowledges that the content of the images on the video feed may contain sensitive images that can be disturbing or offensive to some viewers, potentially including images of persons or vehicles involved in fatal accidents; law enforcement stops or pursuits of vehicles; identifiable images of the general public or license plates of vehicles; or images of catastrophic events.
10. If the video feed is broadcast by the CITY, the CITY shall provide a disclaimer of any DEPARTMENT endorsement of any advertising located near or in association with the presentation of the video images.
11. The CITY shall not be charged any fees under this Agreement. In the event the DEPARTMENT determines that the CITY caused damage to DEPARTMENT equipment, facilities, or software the CITY shall reimburse the DEPARTMENT for all damages caused by the CITY upon invoice from the DEPARTMENT to the CITY.
12. The DEPARTMENT may terminate this Agreement at any time with or without cause, upon notification to the CITY.

13. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
14. The term of this Agreement commences upon execution and continues in full force until modified by mutual agreement of the Parties or until terminated in accordance with the terms hereto.
15. To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by the CITY, its agents, or employees, during the performance of the Agreement, including but not limited to the use of transportation data or video images generated by and obtained from the Intelligent Transportation System, except that neither the CITY, its agents, nor its employees will be liable pursuant to this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement.
16. This writing embodies the entire Agreement and understanding between the Parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
17. This Agreement may not be assigned or transferred by the CITY in whole or part without the consent of the DEPARTMENT.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida Statutes, Florida Statutes shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed

the day and year first above written.

**CITY OF PALM BAY  
BOARD OF CITY COUNCIL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

As approved by City Council on:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

CITY Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: Charles M. Heffinger, Jr., P.E.

Title: Director of Transportation Operations

Attest:

\_\_\_\_\_

Executive Secretary

Legal Review:

\_\_\_\_\_

**EXHIBIT "A"**

**RESOLUTION**

## **EXHIBIT "B"**

### **SCOPE OF SERVICES**

#### **General**

This project shall provide a network connection between the DEPARTMENT's Intelligent Transportation System and the CITY's Public Works Department building located at 1750 Main Street NE, Palm Bay, FL 32905. The DEPARTMENT will utilize existing fiber optic cable along State Road (SR) 507 near Sunlake Road to facilitate the network connection. DEPARTMENT staff will deploy a Wireless Access Point (WAP) device along SR 507 immediately south of Sunlake Road. CITY staff will deploy a second WAP device on the CITY's Public Works building (1750 Main Street NE, Palm Bay, FL 32905), completing the connection.

The DEPARTMENT will use existing fiber optic communication along SR 514 near I-95 to facilitate a secondary, redundant network connection via a future City of Palm Bay ITS Malabar system. CITY staff will deploy the future fiber optic communication connection as part of the ITS Malabar system, which will connect to the Palm Bay City Hall complex located at 1050 Malabar Road SW, Palm Bay, FL 32909.