

LICENSE AGREEMENT

This License Agreement, ("License") is made and entered into on this ____ day of March, 2024, ("Effective Date"), by and between the City of Delray Beach (hereinafter referred to as the "City"), whose address is 100 NW 1st Ave Delray Beach FL 33444, and PALMS OF DELRAY, INC., a Florida corporation (hereinafter referred to as "Owner"), whose address is 1001 East Atlantic Avenue, Suite 202, Delray Beach, Florida 33483. City and Owner, collectively the "Parties," hereby agree as follows:

1. The City adopted a License Plate Recognition Camera ("LPR") program which seeks the placement of certain equipment adjacent to Linton Blvd. The equipment consists of one (1) twenty-foot (20') pole which may contain up to three (3) LPR cameras, and one (1) closed circuit television camera (the "Equipment").

2. The Owner owns real property located at 1350 West Linton Blvd, Delray Beach, FL 33444, (the "Property"). Owner hereby grants to the City a non-exclusive license on a portion of the Property for the placement of the Equipment at the location identified in Exhibit A, or such other location agreed upon in writing by the parties, ("License Area") subject to the terms and conditions set forth in this License. The grant of this License is limited only to the License Area. The City shall not interfere with or disturb the conduct of business operations on the Property in performing the work pursuant to this License or in connection with the placement and operation of the Equipment or its entry upon or use of the License Area.

3. The City shall solely be responsible for all costs relating to the installation and maintenance of the Equipment within the License Area. Installation and maintenance of the Equipment within the License Area shall be coordinated with Owner. Further, Owner shall be responsible for all costs associated for the LPR's electric utility. The City shall ensure that the installation and maintenance of the Equipment within the License Area complies with all laws and ordinances and that the installers and those performing services to the equipment are qualified, licensed, and insured.

4. The location of the Equipment shall be made with consultation and with the written consent of Owner. Initial landscaping and ongoing landscaping shall be the responsibility of the City for the immediate area of the Equipment and with the written consent of Owner. The City shall return the License Area to the same condition that existed as of the Effective Date. Prior to entry upon the License Area, the City shall provide at least 48 hours' prior notice to Owner of City's requested time and date for entry and access to the License Area. Should there be an emergency or need for immediate entry by the City, notice shall not be required, however, the City shall provide subsequent notice to Owner after entry.

5. The period for the placement and operation of the equipment shall be for an ongoing, continual period until canceled by either party under the terms of this License. Either party may terminate this License by giving the other thirty (30) days written notice of termination. In the event that termination occurs, the City shall be given ninety (90) days to remove the equipment and repair the immediate area from which the equipment was removed. In the event the City fails to remove the Equipment pursuant to this License, Owner may remove the Equipment

with no further liability or obligation to the City. In the event Owner removes the Equipment pursuant to this section, Owner shall return the Equipment to the City within thirty (30) days after removal.

6. Subject to the limits set forth in Section 768.28, Florida Statutes, the City shall indemnify, hold harmless, and defend the Owner against any and all damages, claims, liabilities, losses, obligations, penalties, litigation, expenses of any kind or nature and/or any causes of action which may arise from and are directly related to this License or the Equipment installed by the City, which obligations shall survive the expiration of this License. Nothing in this provision shall constitute consent by the City to be sued or as a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes.

7. Neither party may assign their rights to another party.

8. Except as otherwise provided herein, any notice, request or other instrument or communication authorized or required to be given under this License by City or Owner shall be in writing and deemed given if addressed to the party intended to receive the same, at the address of such party set forth below when delivered at such address by overnight delivery service.

To City: City of Delray Beach
100 NW 1st Ave
Delray Beach FL 33444
Attn: City Manager

To Owner: PALMS OF DELRAY, INC.
1001 East Atlantic Avenue
Suite 202
Delray Beach, Florida 33483
Attn: Mark Walsh

Copy to: PALMS OF DELRAY, INC.
1000 Market Street
Building One, Suite 300
Portsmouth, New Hampshire 03801
Attn: Richard C. Ade

9. IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.



Owner shall comply with public records laws, specifically to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License term and following completion of this License if Owner does not transfer the records to the City.
- d) Upon completion of this License, transfer, at no cost, to the City all public records in possession of Owner or keep and maintain public records required by the City to perform the service. If Owner transfers all public records to the City upon completion of this License, Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps and maintains public records upon completion of this License, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) If Owner does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. This License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this License, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this License shall be exclusively in such state courts.

11. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this License. There are no written or oral understandings directly or indirectly related to this License that are not set forth herein. No change can be made to this License other than in writing and signed by both parties.

[The remainder of this License has been intentionally left blank.]



IN WITNESS WHEREOF, the City and Owner executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

PALMS OF DELRAY, INC.

By: Mark Walsh
Mark Walsh
President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of March, 2024 by Mark Walsh, as President of Palms of Delray, Inc., a Florida corporation.

Deborah Howard
Personally known ☒ OR Produced Identification
Type of Identification Produced _____



Exhibit A

“License Area”

Linton and 95 (East Side)
Capturing EB

Camera Type: 2x L5F
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Metal
Power Type: Monument lighting circuit
• Constant (Y/N): N
• Voltage: 120V
• Battery Box Req. (Y/N): Y
Property Owner (ROW): Palms of Delray
Permit Type:
• Wind load / Structural (Y/N): Permit through City
Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4 lanes EB
Customer provided SIM (Y/N): Y

Total Equipment Counts:
• MCE = 1
• BCE = 0
• BB = 0
• C (incl. lens mm) = 25, 35mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs and main communications enclosure and pole. Delray Beach PD must provide SIM card and is responsible for any permitting costs, if applicable. This assumes constant 120V AC power is present and can be used. Delray Beach PD must assist in gaining permission to install at this location

26.4394259, -80.0870146

