

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CLOSED CIRCUIT TELEVISION (CCTV) AGREEMENT

750-040-02
TRAFFIC ENGINEERING
& OPERATIONS
OGC - 02/16
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THIS CLOSED CIRCUIT TELEVISION AGREEMENT (this "AGREEMENT"), made and entered into this 10th day of November by and between the Florida Department of Transportation, an agency of the State of Florida, hereinafter called the "Department" whose office address is 605 Suwannee Street, MS #90, Tallahassee, Florida 32399-0450 and City of Doral hereinafter called the "Requestor", whose office address is 8401 NW 13th Terrace Doral, FL 33166. Collectively, all of the signatories to this AGREEMENT shall sometimes be referred to as the "parties" and individually as a "Party."

1. The Department operates computerized motorist information systems which monitor traffic conditions on certain portions of the State Transportation System.
2. The Department's computerized motorist information system provides a "live" video image ("video images"). The video images are not recorded.
3. Requestor has asked for remote electronic access to the video images created by the Department's computerized motorist information system operated in the Miami-Dade area.
4. Pursuant to Section 119.07(2)(a), Florida Statutes, the Department is authorized to provide access to public records by remote electronic means, provided exempt or confidential information is not disclosed.
5. Pursuant to Section 119.07(2)(c), Florida Statutes, the Department is authorized to charge a fee for remote electronic access including the direct and indirect costs of providing such access.
6. The Department will provide to Requestor the requested video images generated by the Department's Closed-Circuit Television (CCTV) cameras used for monitoring traffic conditions in the Miami-Dade area, as available. The video images provided shall be those currently available to the Department control room operators from the images on the traffic surveillance monitors within the control room. This AGREEMENT is non-exclusive and nothing herein shall be deemed to limit the ability of the Department to provide the video images referenced herein to other parties.
7. In order to receive the signal Requestor shall provide, operate, and maintain, at its own risk and expense, all equipment, hardware, or software (including, but not limited to, the interface equipment to tie into the Department's video matrix switcher). The Department assumes no responsibility for any equipment or property placed in the Regional Traffic Management Center(s) (RTMC) or another Department approved facility and Requestor hereby expressly relieves and discharges Department from any and all liability for any loss, injury, or damage to persons and property that may be sustained by reason of the use or occupancy of the Department's RTMC(s) or Department approved facility. Requestor agrees to immediately move or relocate, at its sole expense, any or all of the equipment, hardware, or software at the request of the Department. Requestor shall provide a fully trained contact person who is solely responsible for the operation and maintenance of Requestor's equipment and all activities associated with this AGREEMENT. The Department shall have no responsibility to provide any training or supervision of Requestor's contact person associated with this AGREEMENT other than to allow the contact person to attend all briefings and/or training sessions provided by the Department which relate to the equipment, hardware, or software. The contact person shall have access to Requestor's equipment, hardware, and software between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding State Holidays, for purposes of maintenance, repair, replacement, or upgrading of said property of Requestor. When possible, such access will be arranged in advance. A Department escort may be required during these hours in accordance with security measures at these facilities.
8. Requestor agrees that it will not install or operate any equipment, hardware or software that may interfere with the Department's CCTV traffic surveillance camera systems, any Department communications equipment or other Department electronic systems. In the event any such interference occurs, Requestor shall immediately remedy all problems caused by such interference. Requestor 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.
9. The Department requests that the Requestor give appropriate on-screen, on-air, online, and in-print attribution to the Department for use of the video images.

10. The Department requests that the Requestor bear in mind the content of the images when broadcasting. 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.
11. The Department requests that the Requestor provide a disclaimer of any Department endorsement of any advertising located near or in association with the presentation of the video images.
12. The Department does not guarantee the continuity of the video images, nor does it in any way warrant the accuracy or quality of the images provided.
13. The risk of use of the images is the sole responsibility of Requestor and it agrees to be fully and solely responsible for and to indemnify, defend, and hold harmless, the Department, its agents, officers, and employees from any and all claims, damages, suits, actions or other proceedings for damages arising out of or in any way associated with the use of the video images by Requestor or in any way arising out of or associated with the placement or removal or failure to remove its equipment.
14. Vendor/Contractor:
 - (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - (2) shall expressly require any subcontractors performing work or providing services pursuant to state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
15. If Requestor wishes to stop receiving the video images, Requestor shall advise the Department in writing and shall remove all of its equipment, hardware, and software within thirty (30) days. If Requestor fails to remove its equipment, hardware, or software within thirty (30) days the Department may remove and dispose of any equipment, hardware, or software, without any liability to the Requestor.
16. Video Images Use Fees and Term, Select one (1) of the following options:
 - a. The Requestor is a Media Partner or Non-Government Agency Partner, and the following provisions apply:
 - i. The video images will be provided to the Requestor on an ongoing basis at no charge. However, to cover the cost of security and logistics coordination during the initial video connection phase, a non-refundable One Thousand dollar (\$1,000) fee will be required at each RTMC or approved Department facility, where Requestor installs equipment. Requestor will pay an annual fee of Five Hundred dollars (\$500) at each RTMC or approved Department facility where Requestor has installed equipment, covering the cost of security and logistics coordination for providing access to Requestor's equipment in order to perform routine equipment maintenance. The Requestor will be invoiced for the routine equipment maintenance access fees annually on the date of the original agreement. The Department may adjust the annual routine equipment maintenance fee for a subsequent year upon providing written notification to Requestor of the change. Any subsequent major equipment upgrades may require an additional One Thousand dollar (\$1,000) fee at each RTMC or Department approved facility, where Requestor has installed equipment. In the event the Department determines that Requestor caused damage to Department equipment or facilities, Requestor shall reimburse the Department for all damages it caused within 30 days of notice from the Department.
 - ii. The Term of this AGREEMENT will be for three (3) years with the option to renew for three (3) additional years. At the end of the term, the Requestor must request and sign a new agreement to continue to access the Department's video images.
 - b. The Requestor is a Government Agency Partner and the following provisions apply:
 - i. The Requestor shall not be charged any fees under this AGREEMENT. In the event the Department determines that the Requestor caused damage to Department equipment, facilities, or software the Requestor shall reimburse the Department for all damages it caused within 30 days of notice from the Department.

- ii. The Term of this AGREEMENT will be for three (3) years with the option to renew for three (3) additional years. At the end of the term, the Requestor must request and sign a new agreement to continue to access the Department's video images.
 - c. The Requestor is a Department Contractor and the following provisions apply:
 - i. The Requestor shall not be charged any fees under this AGREEMENT. In the event the Department determines that the Requestor caused damage to Department equipment, facilities, or software the Requestor shall reimburse the Department for all damages it caused within 30 days of notice from the Department.
 - ii. The Term of this AGREEMENT will be for three (3) years with the option to renew for three (3) additional years. At the end of the term, the Requestor must request and sign a new agreement to continue to access the Department's video images. The Department may terminate this AGREEMENT in its sole discretion if the Requestor's contract(s) with the Department related to the use of video images under this AGREEMENT, (Contract Number(s)) expire or are terminated.
17. The Department may terminate this AGREEMENT at any time and without notice should the Requestor not comply with the terms of this AGREEMENT.
18. This AGREEMENT embodies the whole agreement of the parties with respect to the video images from the Department's CCTV traffic surveillance camera systems in the Miami-Dade area. There are no promises, terms, conditions, or obligations other than those contained herein, and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
19. It is understood and agreed by the parties hereto that if any part, term, or provision of this AGREEMENT is by the courts held 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.
20. Any questions or matters arising under this AGREEMENT as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
21. In any legal action related to this AGREEMENT, instituted by either Party, the Requestor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Requestor, the Requestor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
22. The parties hereby agree to bear their own attorney's fees and costs with respect to this AGREEMENT.
23. The parties hereby agree and covenant that this AGREEMENT is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
24. A modification or waiver of any of the provisions of this AGREEMENT shall be effective only if made in writing and executed with the same formality as this AGREEMENT
25. **Public Records:** The Requestor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Requestor in conjunction with this AGREEMENT. Specifically, if the Requestor is acting on behalf of a public agency the Requestor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Requestor.
 - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Requestor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Requestor to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the Department. The Requestor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Requestor and shall promptly provide the Department a copy of the Requestor's response to each such request.

26. The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this AGREEMENT and forever waive the right to object to or otherwise challenge the same.

IN WITNESS WHEREOF, the parties to this AGREEMENT have signed this AGREEMENT as of the date written below:

(Signature)
REQUESTOR

By: Edward A. Rojas
(NAME PRINTED)

City Manager, City of Doral
(TITLE)

Date: 11/7/2016

(Signature)
STATE of FLORIDA
DEPARTMENT of TRANSPORTATION

By: FRED H. HEERY
(NAME PRINTED)

STATE TSM&O PROGRAM ENGINEER
(Traffic Operations-Title)

Date: 11-10-16

Legal Review: (Signature)
Central Office

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

(Signature)
City Attorney

Daniel A. Espino-USH
Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-58
PROCUREMENT
01/11

Contract No: _____
Financial Project No(s): _____
Project Description: _____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
(b) all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Department.

Company/Firm: City of Doral, FL
Authorized Signature: _____
Title: City Manager
Date: 11/7/2014