

## CITY OF DELRAY BEACH CAMERA PROGRAM AGREEMENT

THIS Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ 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

**Enter business/organization name**

**Enter physical address of business/organization**

, hereafter referred to as "Partner"; collectively referred to as "Partners."

WHEREAS, the City's Police Department is a law enforcement agency that is responsible for the preservation of safety and security in the geographic area in which the City of Delray Beach has jurisdiction.

WHEREAS, Partner is an organization/entity operating and located within the jurisdiction of Delray Beach and operates a system of closed circuit surveillance cameras located on the premises of its organization/entity.

WHEREAS, this program is a collaboration of both organizations for the safety and security of those who are at Partner's location(s), to establish the sharing of video sources between Partner and the City, and to provide enhanced responsiveness and situational awareness for the City (the "Camera Program").

THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Partner agree as follows:

1. **Purpose.** To grant video surveillance access to the City by Partner. These sources are owned by and/or under the care, custody and control Partner. The FUSUS CORE equipment or other system should be used to connect Partner's camera system into the City's Police Department's Real-Time Crime Center ("RTCC") for the purpose of monitoring and curtailing criminal activity. The City will only access the cameras for law enforcement purposes or at Partner's request. It is neither intended nor expected that Partner's cameras will be routinely monitored in real-time by the City. Partner consents to the City accessing, reviewing, and retaining Partner's video footage via FUSUS for the reasons stated herein.

Upon review of Partner's surveillance video, any video determined to be of evidentiary value may be downloaded by the City's Police Department personnel without additional consent to be used for law enforcement purposes. Said video will be retained and submitted to Evidence.com in accordance with the Delray Beach Police Department policy and procedures.

2. **Responsibilities of the City.** The City's Police Department will only access video sources designated by Partner for fusion into the Police Department's RTCC. Police Department designated personnel will access said video footage through FUSUS software. The City will not share access to Partner's camera views with members of the public, or outside of the Police Department, without the prior written consent of Partner, except as otherwise provided herein. Further, the City will ensure video access is strictly limited to personnel responsible for monitoring the system or law enforcement officers involved in a law enforcement investigation.

The City will ensure any employee responsible for video access is trained on system use, confidentiality, and security of access. Video obtained from Partner's camera may become evidence in a criminal prosecution or civil lawsuit. Release of information obtained from Partner's videos shall not be considered a breach of this Agreement if required under Florida's Public's Records law, Chapter 119, Florida Statutes, or court order.

3. **Responsibilities of Partner.** Partner will appoint and identify to the City at least one (1) representative who has technical knowledge regarding the organization/entity's surveillance system and who will serve as their primary point of contact with respect to this Agreement. Partner will also provide the City with an emergency contact protocol and contact person. Typical configuration may require installation of hardware at Partner's location, which hardware shall be purchased by Partner and installed by a Partner's approved vendor. Partner will provide information needed by the City's Police Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information. The City shall not be responsible for any damage to the camera system done by FUSUS or another vendor while installing or maintaining the system.

4. **Video Accessibility and Ownership.** Subject to the terms and conditions of this Agreement, Partner hereby grants to the City, its officers, representatives, agents and employees a limited, revocable license to access its surveillance system via the Software at no charge for the purposes stated herein. Video access is granted by Partner to video sources designated by Partner that are controlled by Partner. It is neither intended nor expected that Partner's cameras will be routinely monitored in real-time by the City's Police Department. The City acknowledges and agrees that the City's license to access, view, or share the video shall be limited to the public safety purposes described herein. Video access by the City does not constitute commitment on the part of the City's Police Department that video will be viewed when requested by Partner.

5. **Disclaimers and Liabilities.** The City has no duty to access the surveillance system nor to service or install any cameras on Partner's behalf nor on the Department's behalf. Partner further acknowledges that the Department's intent with respect to this Agreement is solely for public safety purposes. The City acknowledges that Partner retains sole ownership of, sole responsibility for, and exclusive control over the surveillance system and Video Information.

**EXCEPT AS SPECIFICALLY SET FORTH OTHERWISE IN THIS AGREEMENT, THE CITY AND PARTNER MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SURVEILLANCE SYSTEM OR THE SOFTWARE INCLUDING WITHOUT LIMITATION, THOSE OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WITHOUT LIMITING THE FOREGOING ARE DISCLAIMED BY BOTH PARTIES.**

This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the parties. The rights and the obligations of the parties are limited to those expressly set forth in this Agreement. Each party acknowledges that it is not a representative, employee, agent, or partner of any other party. Each party shall be responsible for the negligent acts or omissions of their agents and employees in the performance of their respective obligations under this Agreement. Nothing herein is intended to serve as a waiver of the City's sovereign immunity beyond the limits set forth in Sec. 768.28, Florida Statutes.

6. **Term**. The effective date ("Effective Date") of this Agreement shall be the day and year written above and shall continue for three (3) years, unless otherwise terminated as provided herein.

Any party may terminate this Agreement at any time and for any reason by giving thirty (30) days' written notice to the other party. Upon receipt of said notice, parties will work together to remove/deactivate any hardware and/or software to disable the City's access to the surveillance system within ten (10) days of the termination date. Any and all necessary hardware/software required will be furnished by Partner and installed by a Partner approved vendor.

7. **Assignment**. Neither party may assign or transfer all or any portion of this Agreement or the rights and obligations granted hereunder without the prior written consent of the other party.

8. **Notices**. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

CITY:

City of Delray Beach

100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

**Name of Organization/Entity:**

**Physical Address:**

**City, State, Zip Code:**

**Attention:**

**Email Address:**

**Telephone Number:**

**Attn:**

**9. Public Records. IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

- a. Partner shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the City to perform the service.
  - ii. 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.
  - iii. 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 Agreement term and following completion of the Agreement if Partner does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Partner or keep and maintain

public records required by the City to perform the service. If Partner transfers all public records to the City upon completion of the Agreement, Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Partner keeps and maintains public records upon completion of the Agreement, Partner 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.

- v. If Partner 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. **Jurisdiction and Venue**. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. In any litigation brought to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

11. **Waiver of Jury Trial**. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. **Miscellaneous**. This Agreement contains the entire understanding between the CITY and Organization/Entity with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties.

**[Remainder of page intentionally left blank]**