

MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND PARK FLORIDA
AND
THE SHERIFF OF BROWARD COUNTY, FLORIDA
Providing for Access to the Security Camera System

This Memorandum of Understanding (hereinafter referred to as "MOU") made and entered into by and between: City of Oakland Park, Florida (hereinafter referred to as "OWNER"), and the Sheriff of Broward County, Florida, (hereinafter referred to as "SHERIFF"), collectively referred to as the "Parties."

A. OWNER has a security camera system on its premises and is desirous of allowing SHERIFF to have access to the system for crime prevention and investigative purposes; and

B. The SHERIFF has requested access to the security camera system to assist with law enforcement activities within its jurisdiction; and

C. The Parties desire to enter into an MOU outlining their roles and responsibilities with regard to the sharing of security camera system video;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. OWNER's obligations:

- a. OWNER is freely and voluntarily providing access to its video management system or video feeds to SHERIFF. Participation is completely voluntary and participation can be withdrawn at any time, subject to conditions below.
- b. OWNER shall allow SHERIFF to remotely access its security camera system for the sole purpose of public safety and law enforcement activities.
- c. All components of security camera system and other paraphernalia relative to the system are property of the OWNER.
- d. OWNER is solely responsible for cost of cameras/system, maintenance and upkeep of system, including internet connectivity, local data storage, associated and all costs thereof.
- e. At no time is OWNER acting as an agent or employee of SHERIFF.
- f. OWNER understands there may be costs associated with linking their video feed to the SHERIFF. The party covering these costs will be determined and costs paid before any feed is accepted by the SHERIFF.

2. SHERIFF's obligations:

- a. SHERIFF will provide the computers and other infrastructure utilized by the SHERIFF's personnel to gain access to the security camera system.

- b. SHERIFF shall ensure that all personnel authorized to access the security camera system do so only for a law enforcement reason.
 - c. With the exception of law enforcement emergencies and/or exigent circumstances, if SHERIFF intends to release any video footage to a third party, SHERIFF shall provide the OWNER with at least five (5) days' notice to consent to such release to a third party.
3. OWNER is the sole owner of all components of the security camera system and reserves the right to monitor equipment, systems, and network traffic.
4. OWNER may audit the access of the security camera system at any time for any purpose without notification to the SHERIFF.
5. OWNER is aware and understands that SHERIFF will not be constantly monitoring the camera system and access will be incident/threat/call for service driven.
6. Liability: SHERIFF is a political subdivision of the State of Florida as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this MOU, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this MOU or any other contract.
7. No Compensation: OWNER shall not receive any compensation from SHERIFF for allowing access to its security camera system. Each party will bear their own costs.
8. Termination: This MOU may be terminated by either Party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required or in person with proof of delivery.
 - a. Upon receipt of a notice of termination of this MOU for any reason, the Sheriff's access to the security camera system shall cease.
 - b. Notice of termination shall be provided in accordance with the "Notices" section of this MOU.
9. Governing Law and Venue and Waiver of Jury Trial: This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.
10. Notices: Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the Party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it

shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For OWNER:

City of Oakland Park
City Manager's Office
3650 NE 12th Avenue
Oakland Park, FL 33334

With copy to:

City of Oakland Park Information Technology
3650 NE 12th Avenue
Oakland Park, FL 33334

For Sheriff:

Broward County Sheriff
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel Broward Sheriffs Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312

10. Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum Of Understanding on the respective date(s) under each signature:

OWNER:

By: _____

Date: _____

SHERIFF OF BROWARD COUNTY

DocuSigned by:

John S. Hale

59B123BE9474420

Colonel John Hale

Dept. of Professional Standards & Inv.

Date: 7/26/2021 | 09:57 AM EDT

APPROVED AS TO FORM:

DocuSigned by:

By: _____

Terrence Lynch

Terrence Lynch, General Counsel

Broward County Sheriff's Office

Date: 7/26/2021 | 06:01 AM PDT

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