

**AGREEMENT BETWEEN BERMUDA RIVIERA ASSOCIATION INC AND THE CITY
OF FORT LAUDERDALE FOR THE PURCHASE, DONATION, AND OPERATION OF
A CAMERA SECURITY/LICENSE PLATE READER SYSTEM**

This Agreement is made and entered into by and between the City of Fort Lauderdale ("City"), a Florida municipality, and Bermuda Riviera Association Inc, ("Bermuda Riviera" or "HOA"), a Florida not for profit corporation and homeowners' association located within the boundaries of the City. City and Bermuda Riviera are individually referred to herein as a "party" and are collectively referred to as the "parties".

RECITALS

WHEREAS Bermuda Riviera is a homeowners' association situated within the boundaries of the City of Fort Lauderdale; and

WHEREAS, Bermuda Riviera desires to enhance its neighborhood security by installing a camera security/license plate reader system on the guardhouse located at the entrance to the community; and

WHEREAS, in accordance with the rules and procedures set out in their bylaws, members of Bermuda Riviera have approved the purchase and installation and donation to the City of a camera security/license plate reader system to be placed on the community's guardhouse; and

NOW, THEREFORE, the parties incorporate the foregoing recitals into this Agreement and further agree as follows:

TERM OF AGREEMENT

This Agreement shall commence on the date the City accepts a donation of the camera security/license plate reader system ("system") and shall continue in effect for a period of five (5) years from the date it becomes operational.

BERMUDA RIVIERA'S OBLIGATIONS

- a. HOA agrees to purchase a system as described in Exhibit A, attached hereto and incorporated into this Agreement.
- b. HOA shall, at HOA's own expense, install the aforesaid camera security/license plate reader system on the HOA's guardhouse located at the 3400 block of NE 40th Street, in the City of Fort Lauderdale.
- c. After the installation is complete and the system is operational, the HOA will donate the turn key system to the City.

- d. HOA shall enter into a transferable five (5) year support and maintenance agreement with the system vendor whereby the system vendor will support and maintain the system for at least five years from the date the system becomes operable, and HOA shall assign all of its rights under the support and maintenance agreement to the City at the time the system is donated to the City, provided, however, that any such support and maintenance agreement shall be subject to the City's City Attorney's prior approval. The City's City Attorney's review and negotiation, if any, of the support and maintenance agreement shall be solely with regard to issues affecting the City as the eventual transferee, and not on behalf of HOA.
- e. HOA shall enter into all necessary software license agreements for the operation of the system for a period of at least five (5) years. Said licensing agreements shall be transferable to the City and HOA shall assign all of its rights under the software license agreements to the City at the time the system is donated to the City, provided, however, that any and all such software license agreements shall be subject to the City's City Attorney's prior approval. The City's City Attorney's review and negotiation, if any, of the software license agreements shall be solely with regard to issues affecting the City as the eventual transferee, and not on behalf of HOA.
- f. HOA shall ensure that the system is compatible with the City's security/surveillance camera and license plate reader system.
- g. HOA understands and agrees that upon the donation of the system to the City, the HOA shall not have access to any images or information created by the system, except for those images or information that may be available to the public, as provided by the State of Florida public records laws.

CITY'S OBLIGATIONS

- a. Upon determining that the system is operational, City agrees to accept the donation of the turnkey system.
- b. City agrees to use the system during the five (5) year period from the date the system becomes operable. The City further agrees to hold ownership of the system for at least five years.
- c. After the five year period, the City may elect to either continue ownership of the system, or lease the system to the HOA for one dollar (\$1.00) per year. However, prior to the HOA taking the leasehold, any information contained in the system that is deemed confidential or confidential and exempt from public disclosure pursuant to Florida or federal law shall be removed from the system.

- d. During the time the City holds ownership of the system, the City will maintain the system in the same manner in which it maintains its other license plate reader systems. However, if the City exercises its right to lease the system to the HOA, the HOA shall be responsible for all maintenance and upkeep of the system during the lease period.
- e. If the system is rendered inoperable due to an act of God or by any tortious or intentional act of another during the period the City is operating the system, the City shall use the same standards as with other license plate reader systems to determine whether it is cost effective to repair or replace said system.
- f. City agrees to use the system in the same manner as it uses other City owned license plate reader systems.

GENERAL RIGHT AND PROVISIONS

- a. This Agreement is being executed solely to set forth the obligations of the parties related to the City's acceptance of the donation of the above-described camera security/license plate reader system from Bermuda Riviera. Nothing contained in this Agreement creates any other rights, obligations, or privileges other than those described herein.
- b. The City makes no promises, assurances, or representations that the use of the system will either prevent any criminal activity or solve any known crimes. As such, by accepting this donation, the City does not incur any duty to the HOA or liability for any damage to persons or property that may result from any intentional acts of others, which includes but is not limited to criminal activity.
- c. Nothing contained in this Agreement shall be construed as a waiver of the rights, privileges, and immunities provided in Section 768.28, Florida Statutes (2017), as may be amended from time to time.

BERMUDA RIVIERA ASSOCIATION INC:

William Teat, President

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by William Teat as President for Bermuda Riviera Association Inc, a Florida not for profit corporation.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

CITY OF FORTLAUDERDALE:

ATTEST:

By: _____
John "Jack" P. Seiler
Mayor

Jeffrey A. Modarelli
City Clerk

By: _____
Lee R. Feldman, City Manager

Approved as to form:
By: Cynthia A. Everett, City Attorney

By: _____
Bradley H. Weissman, Esquire
Assistant City Attorney/Police Legal Advisor