

# **USE AGREEMENT**

**No. 12644**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach (“City”) and Cypress Bend Protective Corporation, Inc., a Florida corporation (“Corporation”), and collectively “the Parties”.

**WHEREAS**, the Corporation wishes to access the City’s existing Genetec video security system for the sole purpose of adding license plate readers to the system as approved by the City, and rendering same operational all at its own expense, in order to enhance public safety for the Cypress Bend Community by assisting the City’s law enforcement agency in this manner; and

**WHEREAS**, the City has agreed to allow such access under the terms and condition of this Agreement at no cost.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. The scope of the Agreement authorizes the Corporation to add its license plate readers, servers and associated required equipment, provided approval is first obtained from the City’s Information Technologies Director for: all equipment utilized; the location where such equipment is installed; and licensed contractors used for installation or other services by the Corporation. This authorization also includes the following:
  - a. The Corporation’s equipment placed onto the network shall not interfere with the City’s system in any way. If any such interference occurs and cannot be resolved, the City has the right to immediately remove the equipment causing the interference from the City’s system.
  - b. The City is not obligated to keep and operate its existing Genetec system, and may choose to replace it at any time.
  - c. Access to the City’s information and all data gathered by the Genetec system can only be accessed by the Broward Sheriff’s Office or the City’s Genetec system maintenance corporation or other qualified City technician and not the Corporation.
  - d. City is not responsible to pay for any replacement, repair, upgrade, enhancement, licenses, and labor costs associated with the Cypress Bend equipment and the Corporation shall be solely responsible for the operation and maintenance of its equipment, which is the subject of this Agreement and for any expense as to same.
  - e. City shall not be liable for any loss of access and is under no obligation to restore access.

2. *Term of the Agreement and Termination.* This Agreement shall stay in effect until either party provides notice to the other party of its wish to terminate the Agreement. Both Parties retain the right to terminate this agreement upon ten (10) days written notice to the other.
3. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Corporation: Deborah Ellison, President  
2301 South Cypress Bend Drive  
Pompano Beach, FL 33066  
Email: de.1ststrike@gmail.com  
Phone: 954-972-8880

If to City: City Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Email: Greg.Harrison@copbfl.com  
Phone: 954-786-4601

With a copy to: Eugene Zamoski, Chief of Information  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Email: ITSupport@copbfl.com  
Phone: 954-786-4530

4. *Indemnification.* Corporation shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Corporation's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Corporation and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Corporation, its agents, officers and/or employees, in the performance of services of this contract. Corporation agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Corporation hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. The parties agree that the value of the benefits received by

Corporation under this agreement shall constitute specific consideration by Corporation for the indemnification to be provided herein. Corporation acknowledges and agrees that neither party would enter into this Agreement without this indemnification of City by Corporation.

5. *City Rights-of-Way.* The Corporation may only install its equipment in City right-of-way areas where needed, upon prior approval of the City's Engineer and Information Technologies Director. Paragraph 4. Above shall extend to such locations, and the City shall bear no liability for such installation.
6. *Non-Assignability.* This Agreement is not assignable and Corporation agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Corporation to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Corporation's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Corporation hereunder shall immediately cease and terminate
7. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
8. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

9. *Public Records.* The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Corporation shall comply with Florida's Public Records Law, as amended. Specifically, the Corporation shall:
- a. Keep and maintain public records required by the City in order to perform the service.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 19, Florida Statutes 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 contract term and following completion of the contract if the Corporation does not transfer the records to the City.
  - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Corporation, or keep and maintain public records required by the City to perform the service. If the Corporation transfers all public records to the City upon completion of the contract, the Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the contract, the Corporation 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.

Failure of the Corporation to provide the above-described public records to the City within a reasonable time may subject Corporation to penalties under 119.10, Florida Statutes, as amended.

#### **PUBLIC RECORDS CUSTODIAN**

**IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

10. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
11. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.
12. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.
13. *Liability.* Neither the City nor its Law Enforcement Agency assume any liability as a result of its entry into this Agreement. The terms and conditions herein shall not serve as a waiver by the City of the limits of liability set forth in §768.28, Florida Statutes. Furthermore, this Agreement does not authorize the right of either party herein to be sued by third parties.
14. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

Approved as to Form:

By: \_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

“CORPORATION”

Cypress Bend Protective Corporation, Inc.

Witnesses:

Anita J. Verdone  
ANITA J VERDONE  
(Print or Type Name)

Jean J Seisas  
JEAN J SEISAS  
(Print or Type Name)

By: Deborah Ellison  
Deborah Ellison, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this ~~15<sup>th</sup>~~ day of December, 2024, by Deborah Ellison as President of Cypress Bend Protective Corporation, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Annette Pelletier  
NOTARY PUBLIC, STATE OF FLORIDA

Annette T. Pelletier  
(Name of Acknowledger Typed, Printed or Stamped)

Aug 22, 2027  
Commission Number