

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NORTH MIAMI AND  
Tommy's SHOE SVC**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered on this 19<sup>TH</sup> of MARCH, 2018 by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and Tommy's SHOE, a Florida for-profit corporation located at \_\_\_\_\_, Miami, FL ("\_\_\_\_\_"). The City and Tommy's SHOE, shall collectively be referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City and TOMMY'S SHOE SVC, are desirous of entering into MOU with each other so that the North Miami Police Department ("NMPD") may provide adequate levels of police service to ensure the public safety of their residents; and

**WHEREAS**, the City has been notified by Tommy's Shoe of a request to participate in the Virtual Patrol and Private Camera Access Program ("NoMi Connect").

**WHEREAS**, NoMi Connect will be to the benefit the City residents;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The term of this MOU shall commence on 3-18, 18 and shall remain in existence unless terminated in writing by any Party. Any Party may terminate this MOU, with or without cause, with thirty (30) days' written notice. No changes may be made to this MOU unless agreed to by all Parties.
2. The City is partnering with agreeable businesses to expand the current city-wide camera network to include cameras located on private property.
3. Tommy's Shoe agrees to grant the NMPD access to live video feeds from cameras located on its private property.
4. The NMPD agrees to provide virtual patrol of camera footage provided by Tommy's Shoe. The NMPD agrees to provide police response to any illegal or suspicious activity observed. Tommy's Shoe understands that the video feeds will not be monitored 24/7.
5. Tommy's Shoe agrees to grant the NMPD access to archived video footage to assist in the investigation of illegal activity.
6. Storage of archived footage of cameras located on private property is the responsibility of the property owner. It is understood that once archived footage is retrieved by the police department, during the investigation of illegal activity, it is subject to retention schedules dictated by law.

7. Access to video feeds, archived footage, and information obtained by the equipment will be provided by internet connection supplied by Tommy's Shoe. All equipment must be compatible with the GENETEC Stratocast Cloud Camera System. The GENETEC Cloud Camera System allows for live video feeds, and archived video footage, from cameras located on private property, outside the City's current camera infrastructure, to be viewable by the NMPD in real time.
8. Internet connection outages, power outages, and equipment failures on private property is the responsibility of the property owner. It is understood that the City has no control over internet connection outages, power outages, or equipment failures.
9. The equipment will be purchased and maintained by Tommy's Shoe. All costs associated with the purchase and maintenance of equipment on private property will be the responsibility of Tommy's Shoe. The City holds no ownership over the purchased equipment.
10. The NMPD will provide assistance in the selection and placement of equipment, if requested. The NMPD will notify Tommy's Shoe if equipment is malfunctioning or is in need of maintenance, when detected.
11. Tommy's Shoe understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.
12. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
13. It is understood that the City holds no duty or responsibility for crimes that occur on or about properties participating in NoMi Connect. It is understood that the City cannot be held liable for any damage, injuries, thefts, or other illegal activity that occurs on or about properties in NoMi Connect.
14. Tommy's Shoe shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of Tommy's Shoe, its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU. Nothing contained in this MOU is any way intended to be a waiver of the limitation place upon the City's liability as set forth in Section 768.28, Florida Statutes.

15. The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and Girl Scouts of Tropical Florida shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To:

Tommy's Shoes  
937 NE 125 St  
N. Miami, FL 33161

To City:

City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161  
Attention: City Manager

With a copy to:

City of North Miami  
Office of the City Attorney  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

16. The Parties agree that any dispute arising under this MOU will be governed by Florida law, and that the proper venue for said dispute shall be in Miami-Dade County.

17. This MOU contains all of the conditions between the Parties and supersedes any prior oral or written agreements or discussions between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their respective proper officers duly authorized the day and year first written above.

ATTEST:  
Corporate Secretary or Witness:

By: [Signature]

Print Name: P. McNally

Date: 3-19-18

Tommy's Shae, LLC Inc.  
a Florida for-profit corporation.

By: [Signature]

Print Name: MAGALIS FERIA

Date: 3/19/18

ATTEST:

By: [Signature]

Michael A. Etienne, Esq.  
City Clerk

City of North Miami,  
a Florida municipal corporation:  
"City"

By: [Signature]  
Larry M. Spring, Jr. CPA,  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

[Signature]  
Jeff H. Cazeau, Esq.  
City Attorney

Bage  
786-255-6006