

AGREEMENT FOR THE USE OF SECURITY CAMERAS BETWEEN THE SUNRISE PARK AND RECREATION DISTRICT AND THE CITY OF CITRUS HEIGHTS

This Agreement for the Use of Security Cameras (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between the Sunrise Park and Recreation District, a California special district, (“**District**”) and the City of Citrus Heights, a California municipal corporation (“**City**”). City and District are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, a goal of the Sunrise Recreation and Park District is to minimize crime in Rusch Park and increase security at large scale events; and

WHEREAS, the District recognizes the benefit of live-stream video monitoring due to the large number of people who visit Rusch Park; and

WHEREAS, park security is both a community and City priority.

WHEREAS, the purpose of a security camera use agreement is to augment police presence, reduce police response time, and deter criminal activity within Rusch Park; and

NOW, THEREFORE, the Parties agree as Follows:

1. Use of Equipment

The District hereby grants City the exclusive right to use three security cameras (“Equipment”) for such purposes as City deems necessary and appropriate. City’s use of the Equipment shall be consistent with uses customarily engaged in by a public entity providing police services. As compensation for the use of the Equipment, City shall pay the District One Dollar (\$1.00) per year.

2. Installation of Equipment

Using park facilities impact fees, the District will purchase and install within Rusch Park mutually acceptable security camera equipment. The District shall retain qualified personnel or entities to install the Equipment. The District shall ensure that the installation of the Equipment is completed in a safe manner, and in compliance with all applicable laws. At its sole cost the District will ensure the Equipment includes functioning air cards to allow for remote video monitoring.

3. Alterations and Improvements

City shall have the right but is not obligated to make additions, improvements and/or replacements of and to the Equipment, provided the same are made in a workmanlike manner and utilizing good quality materials. Damage caused to the Equipment by City's actions, shall be repaired by City at City's expense.

4. Term

This term of this Agreement (the "**Term**") shall commence on the Effective Date and shall remain in effect for five years, from the date of installation of the Equipment, unless terminated pursuant to the provisions of Section 5.

5. Termination

Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party.

6. No Representations.

City acknowledges that except as expressly set forth herein, the District makes no representations or warranties expressed or implied regarding the condition of the Equipment, including but not limited to, the presence or absence of Hazardous Materials, and no patent or latent defect or deficiency in the condition of the Equipment shall affect the rights of the District or City hereunder. City shall rely solely on its own independent investigation and judgment as to all matters relating to the Equipment. City acknowledges and agrees that prior to the Effective Date it has made such investigations of the Equipment as City deemed necessary to determine the condition of the Equipment, and has approved all such characteristics and conditions and shall take possession of the Equipment in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS.

7. Indemnification

City shall indemnify, defend with counsel acceptable to the District whose acceptance shall not be unreasonably withheld and hold harmless District and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all actions, proceedings, claims, demands, liabilities, judgments, losses, expenses (including reasonable attorneys' fees and expenses) and costs (all of the foregoing, collectively "Liability") arising out of this Agreement, to the extent caused by the City's negligence.

District shall indemnify, defend with counsel acceptable to City whose acceptance shall not be unreasonably withheld and hold harmless City and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all actions, proceedings, claims, demands, liabilities, judgments, losses, expenses (including reasonable attorneys' fees and expenses) and costs (all of the foregoing, collectively "Liability") arising out of this Agreement, to the extent caused by the District's negligence.

8. No Property Rights.

The Agreement is not intended to nor shall it be interpreted to create or vest in City any permanent property rights or interests in the Equipment.

9. Approval By City Council

This Agreement shall not be effective for any purpose until it is approved by resolution of the City Council of the City of Citrus Heights and executed by the City Manager of the City of Citrus Heights.

10. Miscellaneous.

10.1 No Joint Venture. No provision of this Agreement shall be deemed to constitute the Parties as partners, principal and agent, or joint venturers with one another.

10.2 No Waiver. No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.

10.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

City: **6360 Fountain Square**
Citrus Heights, CA 95621
Attn: _____

District: **6742 Auburn Blvd.**
Citrus Heights, CA 95621
Attn: Park Administrator

10.4 No Third Party Beneficiaries. There no third party beneficiaries to this Agreement. Nothing in this Agreement is intended to or shall confer upon any person other than the Parties any rights or remedies hereunder.

10.5 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any legal action filed in connection with this Agreement shall be filed in the Superior Court of Sacramento, California or in the Federal District Court for the Eastern District of California.

10.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

10.7 Amendments; Assignment. This Agreement may be amended only by a written instrument executed by the Parties hereto. This Agreement may not be assigned without written authorization from both Parties.

10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The parties hereto have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CITRUS HEIGHTS

**SUNRISE PARK AND RECREATION
DISTRICT**

Christopher W. Boyd

ATTEST:

ATTEST:

Amy Van, City Clerk

District Clerk/Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ruthann G. Ziegler, City Attorney

District Legal Counsel