

**MEMORANDUM OF UNDERSTANDING BETWEEN SHERIFF OF BROWARD COUNTY AND
BROWARD COUNTY REGARDING ACCESS TO REAL-TIME VIDEO FEEDS**

This Memorandum of Understanding (“MOU”) is entered into between the Sheriff of Broward County, Florida (“BSO”), and Broward County, a political subdivision of the State of Florida (“County”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County, through its various agencies, operates cameras for monitoring certain parks, facilities, and other areas throughout Broward County.

B. BSO operates a real-time crime center (“RTCC”) to leverage technology to enhance the efficiency and effectiveness of law enforcement response to potential threats.

C. BSO desires to obtain access to certain real-time video feeds for use at the RTCC when active circumstances at a County facility present an immediate need for law enforcement or fire safety personnel to respond to that facility to protect the health or safety of Broward County residents or visitors.

D. The Parties have reached an understanding in connection with access to certain real-time live video feeds and wish to describe the general terms of such understanding, and are also desirous of entering into this MOU to set out the basic framework for identifying facilities that will be included by mutual agreement at a later date.

Now, therefore, in consideration of the mutual terms, conditions, promises, and covenants hereinafter stated, the Parties agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.1. **Recitals Incorporated.** The recitals stated above are true and correct and are incorporated herein by reference as if fully stated.

1.2. **Effective Date.** The effective date of this MOU is the date that the last of the Parties signs this MOU (“Effective Date”).

1.3. **Term and Termination.**

1.3.1. **Term.** This MOU shall commence on the Effective Date for an initial one (1) year term and automatically renew for consecutive one (1) year terms thereafter.

1.3.2. **Termination.** This MOU may be terminated without cause by either Party during the term hereof upon thirty (30) calendar days’ written notice to the other Party of its desire to terminate this MOU. This MOU may be terminated for cause by the aggrieved Party upon written notice (as set forth in Section 3.6) if the Party in breach has not corrected the breach within ten (10) days after receipt of notice from the aggrieved Party identifying the breach.

1.4 **County Sites.** The County facilities, parks, and other infrastructure (each a “County Site” and collectively the “County Sites”) are the sites that will transmit real-time video feeds from applicable security cameras to the RTCC per the use and access terms set forth in this MOU. The applicable County Sites as of the Effective Date are as stated in Exhibit A (attached hereto), which may be amended from time to time via written approval by both the County Administrator and the Sheriff or their respective designees, which approval shall state the effective date of such amended Exhibit A. Upon such written approval, the amended Exhibit A will be automatically included and incorporated as Exhibit A to this MOU as of the effective date stated therein (if none is stated, then as of the date of latter written approval of the Parties). The Parties may identify in Exhibit A the specific security cameras at each County Site that will transmit real-time video feeds to BSO pursuant to this MOU, in which event BSO access will be limited to the cameras so identified; unless stated otherwise in Exhibit A, BSO access will include all real-time video feeds available for the County-owned cameras at the County Site(s).

1.5 **Confidential and Exempt Security and Safety Plan Information.** BSO acknowledges that County’s video security images at the County Sites may constitute or depict security or fire safety system plans or the internal layout and structural elements of County’s buildings or other structures owned or operated by County, which are confidential and/or exempt from disclosure pursuant to Section 119.071(3) and Section 281.301(1), Florida Statutes, and other laws and rules requiring public access or disclosure. Florida law, including Section 119.071 and Section 281.301, Florida Statutes, permits County to disclose such confidential and/or exempt information to BSO in furtherance of BSO’s official duties and responsibilities. BSO shall keep and maintain the video security images provided to it as confidential and/or exempt to the extent permitted under applicable law. BSO shall notify County promptly upon receipt of a public records request for any video security images or videos obtained from real-time video access to County Sites granted under this MOU. BSO agrees not to release such video security images or to disclose their content to anyone other than a duly authorized law enforcement or fire department official in the performance of such person’s official duties. Any failure by BSO to maintain the confidential and/or exempt nature of such information in accordance with this section and applicable law shall constitute a material breach of this MOU.

1.6 **County Property.** The Parties acknowledge the equipment that captures real-time camera footage and related images is the property of County and may not be removed from the County Sites.

1.7 **Data and Privacy.** BSO shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes. Unless required by law or order of court, BSO shall not make available to any third party any personally identifiable information (as defined by Section 501.171, Section 817.568, or Section 817.5685, Florida Statutes, as amended) that BSO may receive or otherwise have access to in connection with this MOU. BSO shall prepare and distribute, at BSO’s own cost, any and all required breach notifications under federal or Florida Law, or reimburse County any direct costs incurred by County for doing so, as County may elect, including, but not limited to, those required by Section 501.171, Florida Statutes, when BSO is determined, in whole or in part, to be the cause of the

breach. BSO shall be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law if BSO is determined, in whole or in part, to be the cause of the breach. BSO acknowledges and agrees that County owns and retains all rights, title, and interest to any images, video, materials, data, and copies thereof (collectively, "County data") that BSO may access under this MOU and that this MOU does not grant BSO any right, title, or interest to any County data; BSO shall use County data only as set forth in this MOU.

ARTICLE 2. RIGHTS AND OBLIGATIONS

2.1 **Access to Real-Time Video Feeds.** County will make available to BSO pursuant to the terms of this MOU the real-time video feeds from the County security cameras at the County Sites stated in Exhibit A. County shall be solely responsible for the cost of the video cameras and all support and maintenance of same. County makes no warranty or guarantee of the functionality, operability, security, or uptime of the real-time security camera feed at any County Site or for any County security camera. County will use reasonable efforts to notify BSO in advance of scheduled downtime of any of County's security cameras at the County Sites. BSO shall promptly notify County if BSO discovers that a specific camera at a County Site is not fully functional. BSO is solely responsible, at its own expense, for obtaining and maintaining all infrastructure required by BSO to access any real-time video feeds at the RTTC including, without limitation, all equipment, software, network connections, and monitors.

2.2 **Exigent Circumstances Authorizing Real-Time Video Access.** BSO shall view and use the real-time video feeds from a specific County security camera (or multiple County security cameras at the same County Site, if applicable) only in the following exigent circumstances:

2.2.1 A call to the E-911 system indicates an emergency is occurring on or near the grounds of the County Site(s);

2.2.2 BSO or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement is notified of an incident occurring at the County Site that requires a law enforcement response;

2.2.3 BSO or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement is notified of an incident occurring at the County Site that requires a fire safety response; or

2.2.4 Periodically solely to verify camera feed operability, functionality, and BSO access to security cameras at the County Sites.

2.3 **General Surveillance Prohibited.** BSO acknowledges and agrees that being granted real-time access to the County security video cameras does not authorize BSO to conduct general surveillance, including without limitation the use of facial recognition, of individuals, County Sites, or County property unrelated to a specific exigent circumstance for a law enforcement purpose as described in Section 2.2 of this MOU.

2.4 **County Access to RTCC.** Upon County's request, BSO shall permit County-designated personnel access to the RTCC where BSO accesses and views real-time video feeds from County's security cameras at County Sites.

2.5 **Procedures for Access; Security.** Prior to the Parties amending Exhibit A to add a proposed County Site pursuant to Section 1.4 of this MOU, County's Enterprise Technology Services (ETS) division will review the security and infrastructure surrounding the proposed County Site and will identify the process by which BSO shall access real-time video at the proposed County Site. County may require that BSO demonstrate adequate security policies and procedures related to real-time access at the proposed County Site prior to granting access to the proposed County Site. Any specific provisions related to access to and security of a proposed County Site shall be included in Exhibit A, and BSO shall be responsible for complying with all such provisions in Exhibit A.

2.6 **Limited Authority to Record Video Screen Shots or Short Video Clips.** BSO acknowledges that the video access authorized by this MOU is intended to be restricted to real-time video access. BSO shall not make recordings or clips of the real-time video images except as expressly authorized by this MOU. BSO, at its sole expense, may make screen shots or short video clips, not in excess of 10 seconds in length, capturing the video images of a person of interest who appears in the real-time video access feed at a County Site only to the extent necessary to assist law enforcement personnel responding to the exigent circumstances specified in Section 2.2 and subject to the restrictions set forth in Section 1.5. County is under no obligation to provide any software or equipment required for BSO to take screen shots or capture short video clips as set forth in this section. Any BSO personnel who makes any recordings of real-time video access from County's video feeds other than as permitted by this section shall be subject to discipline including, without limitation, suspension and termination, in accordance with BSO policies and procedures.

2.7 **BSO Video Supervisor; Authorized Personnel.** Any determination by BSO personnel that real-time video access of a security camera video feed at a County Site is required by BSO shall require confirmation by a BSO representative having the minimum rank of sergeant (hereafter "Video Supervisor") that one of the exigent circumstances specified in Section 2.2 of this MOU exists. Any BSO personnel viewing real-time video access feeds at any County Site must be authorized to do so by the Video Supervisor with regard to one of the exigent circumstances specified in Section 2.2. Any Video Supervisor or BSO personnel who engages in real-time video access of security video feeds at a County Site without proper authorization under this MOU or access security video feeds at a County Site beyond the extent necessary to respond to one of the exigent circumstances set forth in Section 2.2 shall be subject to discipline including, without limitation, suspension and termination, in accordance with BSO policies and procedures.

2.8 **Other Law Enforcement Agencies or Fire Safety Personnel.** BSO is authorized to provide other law enforcement or fire safety agencies having jurisdiction over the particular County Site at issue or responding under a mutual aid agreement with the same information BSO would provide to its own personnel responding to the exigent circumstance at issue, subject to the

limitations set forth in this MOU. BSO shall be responsible for the acts or omissions of any other law enforcement or fire safety agency granted access by BSO to County's security video feeds or recordings or clips thereof.

2.9 **Audit of BSO's Access to County Security Video Images.** BSO's access and use of real-time video feeds from the County security cameras is subject to audit by County. If and to the extent requested by County, BSO will provide County with detailed information about BSO's use and access of the real-time video feeds including, at a minimum, the following information:

- 2.9.1 The BSO personnel who activated any real-time video access to the security video feed at a County Site and the identity of each user who viewed said video feed;
- 2.9.2 The exigent circumstances that authorized BSO's real-time video access to the security video feed at issue;
- 2.9.3 The location of each County Site at which security cameras were accessed and identification of the security camera(s) accessed;
- 2.9.4 The date and time of access, and the duration of access or viewing of the security camera(s); and
- 2.9.5 Any security video copies, screen shots, or short video clips that were captured by BSO from the real-time video feeds.

County may include any additional information in its request under this section and BSO shall provide same.

ARTICLE 3. MISCELLANEOUS

3.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This Section 3.1 shall survive the termination of this MOU.

3.2 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. Neither Party intends to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of or relating to this MOU.

3.3 **Public Records.** As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this MOU, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this MOU. To the extent

EXHIBIT 1

BSO is acting on behalf of County as stated in Section 119.0701, Florida Statutes, BSO shall:

- a. Keep and maintain public records required by County to perform the work required under this MOU;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this MOU and following completion or termination of this MOU if the records are not transferred to County; and
- d. Upon completion or termination of this MOU, transfer to County, at no cost, all public records in possession of BSO or keep and maintain public records required by County to perform the services. If BSO transfers the records to County, BSO shall destroy any duplicate public records that are exempt or confidential and exempt. If BSO keeps and maintains the public records, BSO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this MOU or the access granted herein must be made directly to County, who will be responsible for responding to any such public records requests. BSO will provide any requested records to County to enable County to respond to the public records request.

3.4 **Default.** The Parties agree that, if either Party is in default of its obligations under this MOU, the nondefaulting Party may provide to the defaulting Party written notice of ten (10) calendar days to cure the default. However, in the event said default cannot be cured within the ten (10) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period may be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this MOU may be terminated immediately by the nondefaulting Party upon five (5) calendar days' written notice and, following such notice, County may immediately restrict access to real-time video feeds at the County Sites.

3.5 **Indemnification.** To the extent permitted by applicable law, BSO shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this MOU, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of BSO, its

officers, employees, agents, or servants, arising from, relating to, or in connection with this MOU (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, BSO shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this MOU.

3.6 **Notices.** In order for a notice to a Party to be effective under this MOU, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Bertha Henry
County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

WITH A COPY TO:

Andrew J. Meyers
County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
ameyers@broward.org

FOR BSO:

Email address: _____

WITH A COPY TO:

Email address: _____

3.7 **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this MOU.

3.8 **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 MOU 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.

3.9 **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.10 **Assignment.** Neither this MOU nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this MOU.

3.11 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this MOU.

3.10 **Preparation of MOU.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one Party than the other.

3.11 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each Party hereto.

3.12 **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.13 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to maintain and allow audit of records, and obligations to maintain the confidentiality of records shall survive the termination of this MOU.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2020, and SHERIFF OF BROWARD COUNTY, FLORIDA, signing by and through Sheriff Gregory Tony, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Neil Sharma (Date)
Assistant County Attorney

By: _____
Rene D. Harrod (Date)
Deputy County Attorney

NS/RDH
BSO MOU RTCC
02/05/2020
#492986.1

**MEMORANDUM OF UNDERSTANDING BETWEEN SHERIFF OF BROWARD COUNTY AND
BROWARD COUNTY REGARDING ACCESS TO REAL-TIME VIDEO FEEDS**

SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

GREGORY TONY, as Sheriff of
Broward County

DATE: _____, 2020

Approved as to form and legal
sufficiency:

Legal Counsel

DATE: _____, 2020

Exhibit A: County Sites

The following security cameras and premises are included as a "County Site" as defined in the MOU:

County Site	Physical Address	Specific Security Cameras (if applicable)	Method of Access to Real-Time Video feed for security cameras and security requirements

The foregoing list of cameras and County Sites shall be effective as of _____.

By: _____
County Administrator

Dated: _____

By: _____
Sheriff

Dated: _____