



INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND BROWARD COUNTY, FLORIDA, FOR LIMITED SECURITY CAMERA ACCESS IN THE REAL TIME CRIME CENTER

This Interlocal Agreement (“ILA”) is made between the Sheriff of Broward County (“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 parks, buses, depots, facilities, and other areas (each a “County Site” and collectively the “County Sites”) throughout Broward County.

B. BSO is a law enforcement agency having jurisdiction throughout Broward County, Florida, headed by the Sheriff of Broward County, Florida. 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 security footage and related image feeds from County security cameras at County Sites (“Video Feeds”) for use at the RTCC when active circumstances present an immediate need for law enforcement or fire safety personnel to respond to protect the health and safety of Broward County residents and visitors.

D. The Parties have determined that it will serve the public interest to provide BSO access to the Video Feeds on the terms set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. GENERAL PROVISIONS

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

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

1.3 **Term and Termination.**

1.3.1. **Term.** This ILA shall commence on the Effective Date and conclude two (2) years later, unless renewed pursuant to this section. The Parties may renew this ILA for consecutive two (2) year terms by written approval of both the County Administrator and BSO prior to the expiration of the then-current term.

1.3.2. **Termination.** This ILA may be terminated with or without cause by either Party upon at least thirty (30) calendar days' prior written notice to the other Party stating the effective date of termination.

1.4 **County Sites.** The applicable County Sites as of the Effective Date are as stated in Exhibit A attached hereto. Except as otherwise set forth herein, Exhibit A may be updated from time to time by written approval of the County Administrator and BSO or their respective written designees. The Parties may identify in Exhibit A the specific security cameras at each County Site with Video Feeds subject to this ILA, in which event access for that County Site will be limited to the cameras so identified; unless stated otherwise in Exhibit A, access for each listed County Site will include all Video Feeds available for County-owned security cameras at the listed County Sites. In addition, County may, at any time and in its sole discretion, unilaterally remove County Sites or specific security cameras from Exhibit A by providing BSO with at least ten (10) days' prior written notice; upon the effective date of such written notice, Exhibit A will be deemed automatically updated per such notice. BSO shall comply with any and all limitations and required procedures delineated in Exhibit A with respect to the applicable County Site(s). The Parties acknowledge that the equipment that captures, stores, or transmits the Video Feeds is County property, its operation, maintenance, and retention is within the sole discretion of County, and County may exercise such discretion without prior notice to BSO. Any updated Exhibit A that is updated or modified per this section will be automatically included and incorporated as the applicable Exhibit A to this ILA as of the effective date stated therein (if none stated, then ten (10) days after the applicable update or modification).

1.5 **Confidential and Exempt Security and Safety Plan Information.** BSO acknowledges that the Video Feeds constitute, depict, or reveal security or fire safety system plans or the internal layout and structural elements of County buildings or other structures owned or operated by County, and are confidential and/or exempt from disclosure pursuant to Section 119.071(3), Florida Statutes, and other laws and rules regarding public access or disclosure. Florida law, including Section 119.071, Florida Statutes, permits County to disclose such confidential and exempt information to BSO in furtherance of BSO's official duties and responsibilities. BSO shall keep and maintain the Video Feeds provided to it pursuant to this ILA as confidential and exempt, except to the limited extent the County Administrator expressly in writing authorizes disclosure or disclosure is otherwise required by a court of competent jurisdiction. BSO shall not provide any of the Video Feeds, or disclose any of their content, in whole or in part, to anyone other than duly authorized law enforcement or fire safety agency personnel in the performance of their official duties, except as expressly permitted herein. Any failure by BSO to maintain the confidential and exempt nature of the Video Feeds in accordance with this section and applicable law shall constitute a material breach of this ILA.

1.6 **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 a court of competent jurisdiction, BSO shall not make available to any third party any personally identifiable information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes, as amended) that BSO may receive or otherwise have access to in connection

with this ILA. If BSO, in whole or in part, is the cause or source of a breach of personally identifiable information or other information for which breach notification is legally required, BSO shall prepare and distribute, at BSO's sole cost, any and all required breach notifications under federal or Florida Law. For any such breach, BSO shall be solely responsible for any fines or penalties for failure to comply with the applicable breach notice requirements.

ARTICLE 2. RIGHTS AND OBLIGATIONS

2.1 **Access to Video Feeds.** County will make available to BSO pursuant to the terms of this ILA the Video Feeds from the applicable security cameras at the County Sites identified in Exhibit A. Unless otherwise provided for in a separate agreement, County shall be solely responsible for the cost of the video cameras and Video Feed equipment and all support and maintenance of same. BSO shall be solely responsible for all costs associated with the provision of the Video Feeds to BSO. County makes no warranty or guarantee of the functionality, operability, security, or uptime of the Video Feeds or any County security camera. County will use reasonable efforts to notify BSO in advance of scheduled downtime of any of the applicable security cameras, and 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 Video Feeds at the RTCC including, without limitation, all equipment, software, network connections, and monitors. BSO shall comply with any and all security requirements imposed by County regarding access to the Video Feeds or the applicable County network, including as delineated in Exhibit A and any other access procedures and security requirements as County may, from time to time, notify BSO in writing.

2.2 **Exigent Circumstances Authorizing Video Feed Access.** BSO shall view and use the Video Feeds **only** in the following exigent circumstances, only for the affected County Site(s), and only for the period of time that the exigent circumstance continues to exist:

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 County issues an elevated threat level at a County Site;

2.2.3 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;

2.2.4 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;

2.2.5 When necessary to protect the health or safety of residents, employees, users, or visitors on or near the grounds of the County Site;

2.2.6 When necessary to protect the County Site or County property; and

2.2.7 Periodically solely to verify camera operability, functionality, and BSO access to the Video Feeds at the County Sites.

2.3 **General Surveillance Prohibited**. BSO acknowledges and agrees that being granted real-time access to the Video Feeds does not authorize BSO to conduct surveillance, including without limitation the use of facial recognition or other biometric surveillance, of individuals, County Sites, or County property, unrelated to a specific exigent circumstance described in Section 2.2 of this ILA.

2.4 **County Access to RTCC**. Upon County's request, BSO shall permit County-designated personnel escorted access to the RTCC and to any other location where BSO accesses or views the Video Feeds. County shall adhere to all established security protocols, including but not limited to FBI CJIS Security Policy requirements, when accessing the RTCC or any other location where BSO accesses or views the Video Feeds.

2.5 **Procedures for Remote Access**. County will provide BSO with access credentials (or other methods of access as specified in Exhibit A) and any applicable procedures that will allow designated BSO personnel, solely for the purposes described herein, access to the Video Feeds. BSO shall maintain such access credentials as confidential and shall ensure disclosure of same is limited to authorized BSO personnel only. County will notify BSO immediately upon any change to the relevant access credentials or procedures. County may maintain an audit log of BSO access and BSO's usage of the Video Feeds. BSO shall promptly notify County of any breach in the confidentiality of BSO's access credentials or methods, or if the BSO access credentials or methods have been, or may have been, disclosed to an unauthorized third party.

2.6 **Limited Authority to Record**. The Parties agree and stipulate that, except as expressly permitted herein, BSO's access to and use of the Video Feeds authorized by this Agreement is restricted to real-time (i.e., live) viewing and that BSO shall not make any copies or recordings of any Video Feed, except as expressly permitted in this section. BSO is permitted to take screenshots from the Video Feeds solely to the extent necessary to assist law enforcement personnel responding to an exigent circumstance specified in Section 2.2. BSO may make short video clips, no longer than is necessary for law enforcement purposes, capturing the video images of persons of interest and places of interest that appear in the Video Feeds only to the extent necessary to assist law enforcement personnel responding to an exigent circumstance specified in Section 2.2.

2.7 **Other Permitted Personnel**. For any exigent circumstance specified in Section 2.2, BSO is authorized to provide other law enforcement, fire safety agencies, or other government officials and employees having jurisdiction over the 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 ILA. BSO shall ensure that any other law enforcement, fire safety agency, or other government

official or employee granted access by BSO to the Video Feeds or recordings or clips thereof comply with the restrictions on use stated in this Agreement.

2.8 Audit of BSO's Access to County Security Video Images. BSO's access and use of Video Feeds is subject to audit by County. If and to the extent requested by County (which shall not be more frequently than on a monthly basis), BSO will promptly provide County with detailed information about BSO's use and access of the Video Feeds including, at a minimum, the following information:

- 2.8.1 BSO personnel who activated access to the Video Feed and the identity of each user who viewed said Video Feed;
- 2.8.2 The exigent circumstance that authorized the access at issue;
- 2.8.3 Each County Site at which security cameras were accessed and the specific security camera(s) accessed;
- 2.8.4 Date and time of access, and the length of viewing of the security camera(s);
- 2.8.5 If and to what extent screen shots or short video clips were captured; and
- 2.8.6 Any third parties to whom the screen shots or short video clips were disclosed.

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 ILA.

3.2 No Third-Party Beneficiaries. Neither BSO nor County intends to primarily or directly benefit a third party by this ILA. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this ILA and that no third party shall be entitled to assert a right or claim against either of them based upon this ILA.

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 Agreement, any action taken by either County or BSO in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. BSO will promptly notify County if BSO receives a public records request for any Video Feed footage or related documents, including screen shots and video clips, and will provide any cooperation requested by County to enable County to respond to the applicable public records request. BSO shall not, and is not authorized to, waive any exemption or confidentiality with regard to public records relating to the Video Feeds or any portion thereof.

3.4 **Default.** If either Party is in default of its obligations under this ILA, the nondefaulting Party shall provide to the defaulting Party written notice and at least ten (10) days to cure the default. Upon the occurrence of a default that is not cured during the applicable cure period, this ILA may be terminated immediately by the nondefaulting Party upon five (5) calendar days' written notice and County may immediately restrict access to Video Feeds at the County Sites.

3.5 **Indemnification.** BSO shall indemnify, hold harmless, and defend County from and against any and all causes of action, demands, claims, losses liabilities, and expenditures of any kind, including attorney's 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 ILA, and caused or alleged to be caused, in whole or in part, by any breach of this ILA by BSO, or any intentional, reckless, or negligent act or omission of BSO, its officers, employees, or agents, arising from, relating to, or in connection with this ILA or the Video Feeds (collectively, a "Claim"). If any Claim is brought against County, BSO shall, upon written notice from County, defend County with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend County. The obligations of this section shall survive the expiration or any early termination of this ILA.

3.6 **Notices.** In order for a notice to a Party to be effective under this ILA, 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:

Monica Cepero, County Administrator
115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301
mcepero@broward.org

With a copy to:

Andrew J. Meyers, County Attorney
115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301
ameyers@broward.org *with a copy to* rharrod@broward.org

FOR BSO:

Oscar Llerena, Chief Financial Officer
Broward Sheriff's Office
2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312
Oscar_Llerena@sheriff.org

With a copy to:

Terrence Lynch, General Counsel
Office of the General Counsel

Broward Sheriff's Office
2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312
Terrence_Lynch@sheriff.org

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 ILA.

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 ILA 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 ILA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.10 **Assignment.** Neither this ILA 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 ILA.

3.11 **Preparation of ILA.** The Parties each acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for that Party to form a full and complete understanding of all rights and obligations herein and that the preparation of this ILA has been the Parties' 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.

3.12 **Amendments.** Except as expressly set forth herein, 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 ILA and executed by each Party hereto.

3.13 **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this ILA and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this ILA shall not be deemed a waiver of such provision or modification of this ILA 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.

3.14 **Survival.** All representations and warranties (Articles 1 and 2, Section 3.7), indemnification obligations (Section 3.5), obligations to maintain and allow audit of records

(Section 2.8), obligations to maintain the confidentiality of records (Sections 1.5, 1.6, and 2.5), and public records obligations (Section 3.3) shall survive the termination of this ILA.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this ILA: 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 _____; and the Sheriff of Broward County, signing by and through its Chief Financial Officer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

By _____
Brandon Butterworth (Date)
Assistant County Attorney

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

BRB
RTCC Camera ILA
10/2/2025
#1187023.2

INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND BROWARD COUNTY, FLORIDA, FOR LIMITED SECURITY CAMERA ACCESS IN THE REAL TIME CRIME CENTER

BSO

THE SHERIFF OF BROWARD COUNTY

Signed by:
By: Oscar Herrera
BFC4A5F17055440...
Oscar Herrera,
Chief Financial Officer

DATE: 10/7/2025 | 17:15 PM EDT, 2025

Approved as to form and legal
sufficiency:

DocuSigned by:
Terrence Lynch
84C9E594DDEB4B3...
Terrence U. Lynch
General Counsel

DS
#LF

DATE: 10/7/2025 | 14:39 PM EDT, 2025

Exhibit A: County Sites

1. Transportation Department Video Feeds. Any security cameras operated by the Broward County Transportation Department ("BCT") as designated in writing by the Director of the BCT, which may include security cameras located in BCT buses, BCT depots, BCT facilities, and BCT vehicles (collectively "BCT Video Feeds"). The BCT Director may add or remove BCT security cameras from the BCT Video Feeds upon written notice to BSO.

Procedures for Accessing BCT Video Feeds:

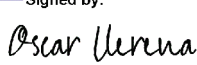
BSO shall identify to the Director of BCT or their written designee ("BCT Contract Administrator"), in writing, the BSO computer workstations from which BSO proposes to access the BCT Video Feeds. Any BSO workstations approved in writing by the BCT Contract Administrator ("Authorized Workstations") shall be permitted access to the applicable Broward County network only to the extent necessary for the sole purpose of accessing the Video Feeds. If any Authorized Workstation no longer requires access to the Video Feeds, BSO shall promptly notify the BCT Contract Administrator.

Unless otherwise approved by the BCT Contract Administrator, BSO shall not connect to any particular BCT Video Feed from more than one Authorized Workstation at a time, absent exigent circumstances requiring multiple connections.

The foregoing list of cameras and County Sites shall be effective as of the Effective Date.

By: _____
County Administrator

Dated: _____

By:  _____
Signed by:
BFC4A5F17055440...
Oscar Herrera,
Chief Financial Officer
Sheriff of Broward County (BSO)

Dated: 10/7/2025 | 17:15 PM EDT

Approved as to form and legal sufficiency
subject to the execution by the parties:

By:  _____
DocuSigned by:
84C9E594DDEB4B3...
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

DS
