

**MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND THE  
SHERIFF OF BROWARD COUNTY PROVIDING FOR ACCESS  
TO THE PUBLIC SAFETY SECURITY CAMERA SYSTEM IN THE  
BROWARD MUNICIPAL SERVICES DISTRICT**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Broward County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the Sheriff of Broward County, Florida, a constitutional officer of Broward County, Florida (hereinafter referred to as "Sheriff") (County and Sheriff are collectively referred to as the "Parties").

**RECITALS**

A. The County is installing a public safety security camera system within the Broward Municipal Services District ("BMSD").

B. The Sheriff has requested access to the public safety security camera system to assist with law enforcement activities within the BMSD.

C. The Parties desire to enter into an MOU outlining their roles and responsibilities with regard to the public safety security camera system.

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

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The term of this MOU shall commence upon the date of complete execution by the Parties and shall continue for a period of five (5) years, unless earlier terminated in accordance with the terms of this MOU. Unless the County or the Sheriff provides the other party with written notice of its intent not to renew this MOU at least thirty (30) days prior to the expiration of any then-current term, at the end of each term this MOU shall automatically be extended for another five (5) year term, unless sooner terminated as provided herein. The continuation of this MOU beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
3. County's Obligations:
  - a. The County will provide a public safety security camera system that includes cameras located within areas of the BMSD and computers, power, internet connectivity, and other accessories and equipment located in the control room of the Central Broward District Office (collectively, the "Public Safety

Security Camera System”). The County shall be solely responsible for determining the software and equipment required for the system.

- b. The County will provide, either directly or through a vendor procured by the County, the software, equipment, and services necessary to install the Public Safety Security Camera System. The County will be solely responsible for standard support and maintenance of the Public Safety Security Camera System, but shall not be responsible for repair or replacement required as a result of damage to or misuse of the system caused by the Sheriff or the personnel of the Sheriff.
- c. All components of Public Safety Camera Security System are and will remain the sole property of the County.
- d. The County will provide the Sheriff with access to the Public Safety Security Camera System for the sole purpose of public safety and law enforcement activities in the BMSD.

4. Sheriff's Obligations:

- a. The Sheriff will provide any computers and other devices, accessories, or infrastructure required for the Sheriff's personnel to remotely access the Public Safety Security Camera System. The Sheriff shall ensure appropriate firewalls are in place and maintained for any networks, computers, or devices utilized to access the Public Safety Security Camera System.
- b. The Sheriff will not install nor permit any cameras or equipment of any kind to be installed or otherwise connected to the Public Safety Security Camera System.
- c. The Sheriff shall ensure the Public Safety Security Camera System is utilized solely for law enforcement purposes. The Sheriff shall ensure that credentials for accessing the Public Safety Security Camera System are maintained and protected as confidential and not shared with unauthorized users.
- d. The Sheriff shall ensure that the use and access of the Public Safety Security Camera System by the Sheriff and all of the Sheriff's personal and contractors complies with all applicable federal, state, and local regulations, laws, and licensing requirements at all times. All users of the Public Safety Security Camera System shall comply with all license restrictions or terms of use applicable to the software, equipment, or other infrastructure.

- e. The Sheriff shall substantively respond to the County's requests for information regarding this MOU or the Public Safety Security Camera System within five (5) business days of such request.
  - f. The Sheriff shall develop, maintain, and keep current written policies and procedures outlining acceptable uses of the Public Safety Security Camera System by the Sheriff's, employees, contractors, consultants, and temporaries, including personnel or agents affiliated with third parties. The current policies and procedures are attached as Exhibit A. The Sheriff shall provide written notice to the County of any modification thereto prior to the Sheriff's adoption or implementation of same.
  - g. The Sheriff shall ensure each user completes appropriate training regarding compliance with this MOU and the Sheriff's policies and procedures prior to utilization of the Public Safety Security Camera System.
  - h. The Sheriff shall cooperate and facilitate any remote access that County may reasonably require for support and maintenance the Public Safety Security Camera System. The Sheriff shall report any loss of connectivity or equipment damage to the County promptly after occurrence.
  - i. The Sheriff shall be responsible for the costs of repair or replacement to the Public Safety Security Camera System required as a result of damage to or misuse of the system caused by the Sheriff or the Sheriff's personnel or agents.
5. Only software and equipment approved in advance in writing by the County shall be installed on the Public Safety Security Camera System. The County may restrict access by any equipment or components of the Public Safety Security Camera System to any sites deemed unacceptable by County.
6. The County may, but is not required to, monitor the utilization, equipment, systems, and network traffic relating to the Public Safety Security Camera System. The County may access, inspect, and audit any and all components or portions of the Public Safety Security Camera System at any time, for any purpose, upon prior notice to the Sheriff through the District Command.
7. The rights provided to the Sheriff to use and access the Public Safety Security Camera System expressly exclude the following activities, which are prohibited on the Public Safety Security Camera System:
- a. Activities that are illegal under local, state, federal, or international laws;
  - b. Any use other than solely for law enforcement purposes;
  - c. Circumventing authentication security controls;

- d. Breaching or disrupting network communication security controls, or unauthorized access to camera, computer, or network resources;
- e. Use in connection with any video, audio, or other monitoring device other than equipment installed by the County or with County's prior written approval; and
- f. Download or installation of software not expressly authorized in writing in advance by County.

8. Indemnification: Sheriff shall at all times hereafter indemnify, hold harmless, and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney, to defend County, its officers, agents, servants, and employees ("Indemnified Entities") 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, caused or alleged to be caused by any intentional, negligent, or reckless act or omission of the Sheriff, his employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against any of the Indemnified Entities by reason of any such claim, cause of action, or demand, the Sheriff shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by County Attorney to defend the Indemnified Entities. The obligations of this section shall survive the expiration or earlier termination of this MOU.

9. Sovereign Immunity: The Sheriff and the County are state agencies or political subdivisions of the state of Florida as defined in Chapter 768.28, Florida Statutes, and each party shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this MOU, to the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU or any other contract.

10. No Compensation: The County shall not pay or reimburse the Sheriff for any costs or expenses incurred by the Sheriff associated with the Public Safety Security Camera System, including without limitation the costs or expenses associated with the use or utilization of the system by the Sheriff's personnel.

11. Termination: This MOU may be terminated with or without cause by either Party upon no less than thirty (30) days' prior written notice. Upon the effective date of

termination of this MOU, the Sheriff's access to the Public Safety Security Camera System shall cease and the Parties shall cooperate to facilitate the removal and return of the equipment and any necessary disconnection or shutdown of associated services. Notice of termination shall be provided in accordance with the "Notices" section of this MOU.

12. Joint Preparation: The preparation of this MOU has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13. Merger/Amendments: This MOU incorporates and includes all prior negotiations, correspondence, 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 MOU that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. No change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by the Parties.

14. Assignment: The Parties' rights and obligations set forth in this MOU shall not be assigned, in whole or in part, without the prior written consent of the other Party.

15. Records and Public Records Requests: The Parties shall maintain their own respective records and documents associated with this MOU in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. The Parties stipulate and agree that the provisions of Section 119.0701 shall be deemed incorporated as if fully restated herein. Each Party shall be solely responsible for responding to any public records requests directed to that Party seeking records in their custody relating to the Public Safety Security Camera System and complying with the applicable retention period for any records in that Party's custody. The Parties shall cooperate to ensure that any applicable exemptions, including without limitation relating to active investigations, are appropriately applied.

16. Governing Law, Venue, and Waiver of Jury Trial: This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. To encourage prompt and equitable resolution of any litigation that may arise

hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.

17. Severability: In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

18. 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 e-mail, 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:

County Administrator  
Governmental Center  
115 S. Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
E-mail: [ajefferson@broward.org](mailto:ajefferson@broward.org) *with a copy to* [ajwallace@broward.org](mailto:ajwallace@broward.org)

For Sheriff:

Broward County Sheriff  
2601 West Broward Blvd.  
Fort Lauderdale, FL 33312

With copy to:

Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Blvd.  
Fort Lauderdale, FL 33312  
E-mail: [lee\\_futch@sheriff.org](mailto:lee_futch@sheriff.org)

19. Nondiscrimination: The Sheriff shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this MOU, the solicitation for or purchase of goods or services relating to this MOU, or in subcontracting work in the performance of this MOU, and shall not otherwise unlawfully discriminate in violation of the Broward County Code of Ordinances, Chapter 16½, as may be amended from time to time. Actions subject to the

nondiscrimination obligations of this provision include, but are not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Sheriff will post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

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

21. Waiver of Breach and Materiality: Failure by either Party to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU. 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.

22. Compliance with Laws: The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this MOU.

23. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this MOU by reference and a term, statement, requirement or provision of this MOU, the term, statement, requirement, or provision contained in Sections 1 through 25 of this MOU shall prevail and be given effect.

24. Counterparts and Multiple Originals: This MOU may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

25. Contract Administrator Authority: The County Administrator shall designate in writing the person who shall serve as the Contract Administrator for this MOU on behalf of the County, and such Contract Administrator is authorized to coordinate and communicate with the Sheriff to manage and administer the operation of this MOU. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may

exercise any ministerial authority under this Agreement in connection with the day-to-day management of this MOU.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding on the respective date(s) under each signature: 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 \_\_\_\_\_, 2019, and Sheriff of Broward County, Florida, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mark D. Bogen, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW/RDH/hb  
BSO Public Safety Security Camera System MOU  
03/26/19  
#422549.4

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SHERIFF OF BROWARD COUNTY PROVIDING FOR ACCESS  
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SHERIFF OF BROWARD COUNTY

\_\_\_\_\_  
Gregory Tony  
Sheriff

Date:\_\_\_\_\_

APPROVED AS TO FORM:

By:\_\_\_\_\_   
Terrence O. Lynch, General Counsel

Date:\_\_\_\_\_

**Exhibit A**  
**Policy and Standards Regarding Access to the Public Safety Security Camera**  
**System in the Broward Municipal Services District**



**I. Purpose**

The purpose of this directive is to regulate the use of Public Safety Video Security Cameras which are installed, operated and maintained throughout the Municipal Services District. To provide guidelines on how the images captured by those cameras will be stored, accessed, disseminated and retained. To provide transparency in our use of video technology while striving to increase safety and security within our communities.

**II. Policy**

The Broward Sheriff's Office is committed to improving the quality of life within the Municipal Services District by integrating the practices of safety and security with technology. The video surveillance within public areas is a force multiplier in hopes of deterring criminals and assisting with investigations and enhancing the safety of the Municipal Services District community. The Broward Sheriff's Office is committed to using public safety video security cameras and images captured for lawful purposes and will not reduce the privacy or violate the civil rights of any individual. Measures instituted will ensure that the images collected and stored by these cameras are properly protected from unauthorized access or viewing. The Broward Sheriff's Office will have security measures and auditing procedures with respect to accessing, retention and utilization of images for investigative and evidentiary purposes.

**III. General Guidelines**

The Public Safety Security Camera System may be used for the following up purposes but not limited to: identify criminal activity and suspects, identify and gather evidence in criminal and civil actions, document police actions, safeguard individuals and police officer rights, aid in the search for lost or missing persons, assist emergency Services personnel when responding to incidents, assist with the training needs of the Sheriff's Office through after action assessments of public safety personnel.

The Public Safety Video Security Camera System will not be used to replace current investigative techniques; on the contrary, its use will expand our current capabilities in providing safety and security in the community.

The Public Safety Camera System will record twenty four (24) hours per day, seven (7) days per week, however the Broward Sheriff's Office will not monitor the cameras at all times. The utilization of the camera system does not create a special relationship with any specific person or party. The Sheriff's Office does not guarantee that the cameras will prevent or reduce criminal activity in the areas which are monitored. In all instances, the rights of individuals and the privacy of citizens will be strictly protected when utilizing this network of cameras.

#### **IV. Procedures**

##### **A. Monitoring**

1. The Public Safety Video Security Camera System will be passively monitored. Personnel will not be permanently assigned specifically to monitor the cameras or video screens. Periodically, in accordance with this policy, the camera(s) may be monitored during specific events and recordings maintained. The purposes for the operation of the camera system are set forth in the General Guidelines Section of this directive. Monitors will be located inside a secure room within the Central Broward District Office or Mobile Command Post.

2. The District Captain may designate employees who will have the authority to operate the public safety security camera system. Personnel assigned may utilize pan/tilt/zoom capabilities of the Public Safety security camera in accordance with this policy and only in furtherance of the objectives outlined in the general guidelines of Section III above.

##### **B. Retention of Archival Footage**

1. Retention will conform to the Sheriff's Office Sheriff's Policy Manual.

##### **C. Retrieval of Archival Footage**

1. Operation Access: The District Captain or his/her designee will make the determination of who will be given an access to the Public Safety Camera System.

2. Viewing of Archival Footage: Only individuals designated by the District Captain will have the authority to grant permission for members of the department to view archival footage (generally in the furtherance of an investigation), and will do so only under the express orders and direction of the District Captain or his designee.

3. If no request is made to view archive footage; the system will purge according to the Sheriff's Office retention policy.

#### **D. Requests for Reproductions**

1. Internal Department Request: Investigators/Detectives may request footage related to an active police investigation. A case number must be assigned to download any footage.
2. Court Request: Requests for reproductions of archived footage from a court with jurisdiction over a specific case or a member of a State Attorney's Office charged with prosecuting a specific case shall be forwarded to the Sheriff or his designee.
3. External Law Enforcement Agencies: Requests for reproductions of archived footage from other law enforcement agencies must be made in writing to the Sheriff or his designee and must include the signature of a supervisory officer and a tracking number. Any release of archived footage made under this section must comply with the provisions of this policy. A copy of the reproduction will be retained by the Administrative/Detective Sergeant.
4. Public records requests: Will conform to the current Sheriff's Policy Manual.

#### **E. Training**

No member of the Broward Sheriff's Office will operate, monitor or access archived footage of the Public Safety Security Camera System until they have received training regarding this directive, ethical and legal issues, prohibited activity and all operational facets of the Public Safety Security Camera System. Training will be conducted at the district level.

#### **F. Public notification**

- I.
  1. Public notification will be made regarding the purpose of the public security camera system, the number of cameras, the location of each public camera; through one or more of the following procedures:
    - i. Through the County Commissioners.
    - ii. Media press releases.
    - iii. Posting of the information on the Sheriff's Office website.