

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**AND**  
**GREGORY TONY, SHERIFF OF BROWARD COUNTY**

THIS FIRST AMENDMENT to the Agreement by and between the School Board of Broward County, Florida (hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, and Gregory Tony, Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Recitals**

**WHEREAS**, on or about \_\_\_\_\_ the SBBC and SHERIFF entered into an Agreement to provide SHERIFF with access to real-time (live) video feeds from SBBC's surveillance cameras when active circumstances at a public district school or facility present an immediate need for law enforcement or fire safety personnel to respond to that school or facility to protect the health or safety of district school students, SBBC personnel or SBBC property.

**WHEREAS**, the parties are desirous of amending the Agreement to provide SHERIFF with access to recorded images from SBBC surveillance cameras, and to make additional changes to the Agreement in accordance with the provisions of this First Amendment.

**NOW THEREFORE**, in consideration of the mutual terms and conditions contained herein, SHERIFF and SBBC agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Article 2, Section 2.04, is amended as follows (underlined text is added language):

2.04 **Viewing of Real-Time (Live) Video Feeds and Recorded Images from SBBC Security Cameras During an Emergency**. The parties acknowledge and agree that viewing of real-time (live) video feeds and Recorded Images from SBBC security cameras by SHERIFF during an emergency situation (hereinafter referred to as "Exigent Circumstance") is not considered access to an "education record" as defined under state or federal law. Notwithstanding, the parties agree and acknowledge that SHERIFF's viewing of real-time (live) video feeds and recorded images received from the SBBC security video cameras will be limited to specific circumstances, described below, which are necessary to protect the health or safety of students or individuals on or around SBBC property.

3. Article 2, Section 2.04.1, is amended as follows (underlined text is added language):

2.04.1 **Exigent Circumstances Authorizing Real-Time (Live) Video Access**. SHERIFF shall be permitted to view, through remote access, real-time (live) video feeds and to playback, fast forward, and fast back recorded video images received from SBBC security cameras, in the following exigent circumstances:

- a. Where a district school or facility issues an elevated threat level at the school or facility;
- b. Where a call is received through the E-911 system of an emergency occurring on or near the grounds of a district school or facility;
- c. Where a district school or other SBBC facility notifies SHERIFF or another law enforcement agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a law enforcement response;
- d. Where a district school or other SBBC facility notifies SHERIFF or another fire safety agency having jurisdiction or participating under an applicable mutual aid agreement of an incident occurring on SBBC property that requires a fire safety response.
- e. When necessary to protect the health or safety of district school student(s), SBBC personnel or other individuals on or near the grounds of a district school or facility;
- f. When necessary to protect SBBC property; and
- g. For routine maintenance solely to verify camera operability and functionality. This may include verifying that surveillance cameras are properly designated for their location at a district school or facility.
- h. For training purposes.

4. Article 2, Section 2.04.4, is amended as follows (underlined text is added language):

**2.04.4 Procedures for Remote Access ~~via VPN Tunnel~~.** SBBC will provide SHERIFF with a password that will allow SHERIFF, for the purposes described herein, uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras via a VPN tunnel created by SBBC and assigned to SHERIFF. The password will be required only for initial access to the VPN tunnel. SBBC will notify SHERIFF immediately upon any change to the password. SBBC's designated personnel will maintain an audited register of the VPN tunnel status and SHERIFF's usage. Additionally, SBBC will provide the School Resource Deputy assigned to a school facility direct access, via password, to uninterrupted, real-time (live) video feeds and recorded images from all SBBC security cameras while on the premises of the school facility, for the purposes described herein.

5. Article 2, Section 2.04.5, is amended as follows (underlined text is added language, strike through text is deleted):

**2.04.5 Limited Authority to Record Capture Video Screen Shots or Short Video Clips and Recorded Video Images.** SHERIFF acknowledges that the video access authorized by this Agreement is intended to be restricted to viewing real-time (live) video access and recorded video images as provided in Section 2.04.1 and that SHERIFF shall make no recordings of such real-time (live) video images or recorded images except as expressly authorized by this Agreement. Notwithstanding Section 2.03.1, SHERIFF is permitted to make screen shots, ~~or short record video, and tag video elips not in excess of 10 seconds in length~~ capturing the video images of persons or locations of interest that appear through the real-time (live) video access feeds or recorded video feeds to the extent

necessary to assist law enforcement personnel responding to the exigent circumstances specified in Section 2.04.1 of this Agreement; however, the parties agree that SHERIFF shall not record video from the cameras when accessed for routine maintenance or for training purposes. Any SHERIFF's personnel who makes any recordings of real-time (live) video access from SBBC's security video feeds other than as permitted by this Subsection 2.04.5 shall be subject to discipline including, without limitation, suspension and termination, in accordance with SHERIFF's policies and procedures.

6. Article 2, Section 2.04.6, is amended as follows (underlined text is added language, strike through text is deleted):

**2.04.6 SHERIFF's Video Supervisor; Authorized Personnel.** Any determination by SHERIFF that real-time (live) and recorded video access of SBBC's security video feeds is to be engaged by SHERIFF through the VPN tunnel shall require confirmation by a SHERIFF's representative having the minimum rank of sergeant (hereafter "Video Supervisor") that one of the exigent circumstances specified in Section 2.04.1 of this Agreement exists. Any SHERIFF's personnel viewing SBBC's real-time (live) video access feeds through the VPN tunnel must be authorized to do so by the Video Supervisor with regard to one of the exigent circumstances specified in Section 2.04.1 of this Agreement. Any Video Supervisor or SHERIFF's personnel who engages in real-time (live) video access of SBBC's security video feeds without proper authorization under this Agreement shall be subject to discipline including, without limitation, suspension and termination, in accordance with SHERIFF's policies and procedures.

7. Article 2, Section 2.07, is amended as follows (underlined text is added language, strike through text is deleted):

**2.07 Audit of SHERIFF's Access to SBBC Security Video Images.** SHERIFF's access and use of real-time (live) video feeds and recorded images from SBBC security cameras is subject to audit by SBBC. On a ~~weekly~~ monthly basis, SHERIFF will provide SBBC's designated personnel with detailed information about such use via the VPN tunnel including, at a minimum, the following information:

a) the identity of the Video Supervisor who activated any real-time (live) video access by the SHERIFF to SBBC's security video feeds and the identities of each user authorized by the SHERIFF to view said video feeds;

b) the exigent circumstances under Section 2.04.1 of this Agreement which authorized the Video Supervisor to engage the SHERIFF's real-time (live) video access to SBBC's security video feeds;

c) the location of each district school or facility at which security cameras were accessed;

~~d) the location of the security camera(s) accessed;~~

~~e)~~ the date, the time of access, and the length of viewing of the security camera(s);

~~f)~~ the names of the law enforcement personnel who viewed SBBC's security video feeds; and

~~g)~~ copies of any screen shots or short video clips that were captured by SHERIFF from the real-time (live) video feeds pursuant to Section 2.04.5 of this Agreement.

8. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

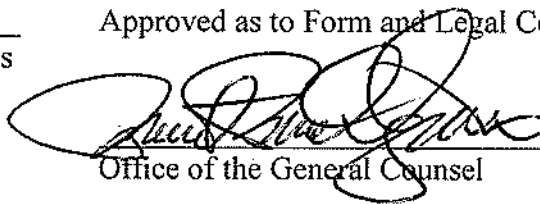
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

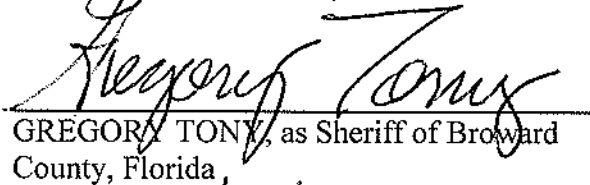
\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/25/19  
Office of the General Counsel

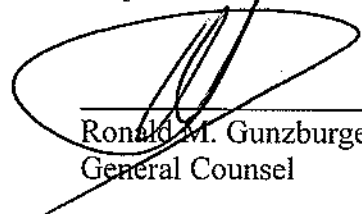
**FOR SHERIFF**

**GREGORY TONY, as SHERIFF OF  
BROWARD COUNTY, FLORIDA**

  
GREGORY TONY, as Sheriff of Broward  
County, Florida

DATE: 2/19/19, 2019.

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

  
\_\_\_\_\_  
Ronald M. Gunzburger, Esq.  
General Counsel