

**RESOLUTION NO. 2022-205**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RENEW THE ATTACHED SCHOOL SURVEILLANCE CAMERA SYSTEM ACCESS AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE CITY OF COCONUT CREEK; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coconut Creek and the School Board of Broward County entered into a School Surveillance Camera System Access Agreement last year that recently expired and the parties desire to enter into a new agreement; and

**WHEREAS**, the City of Coconut Creek ("City") desires its police personnel to have access to both real time (live) and recorded video feeds from the School Board of Broward County's ("SBBC") surveillance cameras, when active circumstances at a public district school or facility present an immediate need for an emergency response by law enforcement or fire rescue personnel, to protect the health and safety of district school students, SBBC personnel, or SBBC property; and

**WHEREAS**, the City and the SBBC agree that allowing police personnel to have access to real time video feeds at the schools will help protect the school administration, students, and the community as a whole; and

**WHEREAS**, it is the desire of the City to provide every possible means of protection for the benefit of the public schools located within the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** That the City Commission has reviewed and hereby approves the attached renewal of the School Surveillance Camera System Access Agreement between the School Board of Broward County and the City of Coconut Creek.

**Section 3:** That the City Manager, or designee, is hereby authorized to execute the School Surveillance Camera System Access Agreement between the School Board of Broward County and the City of Coconut Creek, attached hereto and made a part hereof.

**Section 4:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5:** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 10<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Joshua Rydell, Mayor

Attest:

  
\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Railey	<u>Aye</u>
Brodie	<u>Aye</u>

**SCHOOLS SURVEILLANCE CAMERA SYSTEM  
ACCESS AGREEMENT**

**THIS AGREEMENT** is made and entered into 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,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CITY OF COCONUT CREEK, FLORIDA**  
(hereinafter referred to as "CITY")  
a municipal corporation whose principal place of business is  
4800 West Copans Road, Coconut Creek, Florida 33063

**WHEREAS**, SBBC operates all public district schools located in Broward County, Florida; and

**WHEREAS**, CITY's police department is a law enforcement agency having jurisdiction within the boundaries of its respective City; and

**WHEREAS**, CITY's police department desires to obtain 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; and

**WHEREAS**, CITY's police department desires to obtain access to recorded video feeds from SBBC's under circumstances not involving an emergency as specifically outlined in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** The term of this Agreement shall commence on October 1, 2022 (“Effective Date”) and conclude on January 15, 2027, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Access to Recorded Video Images Not Involving an Emergency.** The parties acknowledge that video images recorded through use of SBBC's security video cameras may be considered a confidential and exempt "education record" pursuant to Sections 1002.22(2) and 1002.221 (1), Florida Statutes; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. The parties acknowledge that any and all original recordings of video security images captured through use of SBBC's video security cameras as well as any equipment within which such images are recorded are the property of SBBC and may not be removed from SBBC's property. The parties further acknowledge that the original copies of such video images are to be retained in SBBC's custody subject to Section 119.07, Florida Statutes, the applicable public records retention schedules, and any applicable exemptions. When CITY desires access to recorded images from the SBBC security video cameras as part of CITY's law enforcement responsibilities not involving an emergency, including training, CITY shall make a request for such recorded images to the SBBC's law enforcement unit, hereinafter referred to as the “SIU.” SIU will submit any such request to SBBC's Office of the General Counsel to determine any applicable procedures, restrictions or limitations that are applicable to the requested images. Such requests by CITY may require issuance of a subpoena or an order from a court of competent jurisdiction. If such requests require the issuance of a subpoena, CITY may serve the lawfully issued subpoena via email; and CITY shall send such email to both SBBC's Chief of Special Investigative Unit and SBBC’s custodian of public records at [recordrequests@browardschools.com](mailto:recordrequests@browardschools.com).

2.03 **SBBC disclosure of Confidential and Exempt Security and Safety Plan Information, and Education Records.**

(a) The purpose of SBBC providing CITY with real-time (live) video feeds from SBBC’s surveillance cameras which are considered confidential and exempt security and safety plan information, and education records specifically under the following circumstances:

- 1) when active circumstances at a public district school or facility present an immediate need for law enforcement; or
- 2) when fire safety personnel is required to respond to respective school or facility to protect the health or safety of district school students, SBBC personnel or other individuals.

(b) SBBC will provide CITY with access to videos containing confidential and exempt security and safety plan information, and education records, in a manner specifically stated in this Agreement, via real-time (live) video feeds from SBBC’s surveillance cameras.

(c) FERPA exception to consent. SBBC’s disclosures of personally identifiable information described in this section are in connection with an emergency and such information is necessary to protect the health or safety of the student or other individual. Pursuant to the Family

Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. 99.31(a)(10), and 34 C.F.R. 99.36(a), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) SBBC’s disclosure of the exempted public records (Security and Safety Plan Information and Education Records) is allowable by law under the specific circumstances stated in this Agreement.

2.04 **CITY Viewing of Real-Time (Live) Video Feeds from SBBC Security Cameras During a Health and Safety Emergency.** The parties acknowledge and agree that viewing of real-time (live) video feeds from SBBC security cameras by CITY is not considered access to an “education record” as defined under state or federal law, when it does not contain students. The parties agree and acknowledge that CITY’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 and elsewhere in this Agreement, which are necessary to protect the health or safety of students or individuals on or around SBBC property (hereinafter referred to as “Exigent Circumstances”).

(a) **Exigent Circumstances Authorizing Real-Time (Live) Video Access.** CITY 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:

- 1) Where a district school or facility issues an elevated threat level at the school or facility;
- 2) Where a call is received, through the E-911 system or SBBC’s mobile panic alert system, of an emergency occurring on or near the grounds of a district school or facility;
- 3) Where a district or other SBBC facility notifies, through any means of communication, CITY 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;
- 4) Where a district school or other SBBC facility notifies, through any means of communication, CITY 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.
- 5) 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;
- 6) When necessary to protect SBBC property if it is also 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; and
- 7) 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.

(b) **General Surveillance Prohibited.** CITY acknowledges that being granted real-time (live) access to the SBBC security video cameras does not authorize CITY to conduct general

surveillance of SBBC property unrelated to a specific law enforcement purpose as described in section 2.04(a) of this Agreement.

(c) SBBC Access to Remote Viewing Site: CITY shall permit SBBC's designated personnel access to each and every remote location at which CITY will be afforded real-time access to the SBBC security cameras.

(d) Procedures for Remote Access. SBBC will provide CITY with a password that will allow CITY, 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 CITY. The password will be required only for initial access to the VPN tunnel. SBBC will notify CITY immediately upon any change to the password. SBBC's designated personnel will maintain an audited register of the VPN tunnel status and CITY's usage. Additionally, SBBC will provide the School Resource Officer assigned to a district 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 district school facility, for the purposes described in this Agreement.

(e) Limited Authority to Capture Video Screen Shots and Recorded Video Images. CITY 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(a) and that CITY shall make no recordings of such real-time (live) video images or recorded images except as expressly authorized by this Agreement. Notwithstanding section 2.04(a), CITY is permitted to make screen shots, record video, and tag video capturing the 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(a) of this Agreement; however, the parties agree that CITY shall not record video from the cameras when accessed for routine maintenance or for training purposes. Any CITY's personnel who makes any recordings of real-time (live) video access from SBBC's security video feeds other than as permitted by this section 2.04(e) shall be subject to discipline including, without limitation, suspension and termination, in accordance with CITY's policies and procedures.

(f) CITY's Video Supervisor; Authorized Personnel. Any determination by CITY that real-time (live) and recorded video access of SBBC's security video feeds is to be engaged by CITY through the VPN tunnel shall require confirmation by a CITY's representative having the minimum rank of sergeant (hereafter "Video Supervisor") that one of the exigent circumstances specified in section 2.04(a) of this Agreement exists. Any CITY'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(a) of this Agreement. Should a Video Supervisor not be available and given the exigency of the event, the officer obtaining access will notify their Video Supervisor as soon as practicable after the event.

(g) Other Law Enforcement Agencies or Fire Safety Personnel. The CITY's Video Supervisor and his/her designee(s) are authorized to provide other law enforcement or fire safety agencies having jurisdiction over a particular SBBC district school or facility or responding under a mutual aid agreement with the same information CITY would provide to his own personnel responding to an exigent circumstance under section 2.04(a) of this Agreement.

**2.05 CITY Acknowledgement and Safeguarding of Confidential and Exempt Security and Safety Plan Information.**

(a) Acknowledgement. CITY acknowledges that SBBC's video security monitor images depict the internal layout and structural elements of SBBC's buildings or other structures owned or operated by SBBC and are exempt from Section 119.07(1), Florida Statutes and s. 24(a), Article I of the State Constitution [the provisions commonly referred to as the public records laws] pursuant to Section 119.071(3), Florida Statutes. In addition, such video security monitor images constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to Section 281.301(1), Florida Statutes, are confidential and exempt from Sections 119.07(1) and 286.01(1), Florida Statutes, and other laws and rules requiring public access or disclosure. Sections 119.071(3)(a)3.c., and (b)3.a., Florida Statutes and Section 281.301(2)(c), Florida Statutes, permit SBBC to disclose such confidential and/or exempt information to CITY in furtherance of CITY's official duties and responsibilities.

(b) Confidentiality and re-disclosure. Pursuant to Section 119.0701, Florida Statutes, CITY shall keep and maintain confidential and exempt all such information provided to it under applicable law. CITY shall not release such information or to disclose their contents to anyone other than a duly authorized law enforcement or fire department official in the performance of such person's official duties and under the conditions specifically referenced in this Agreement. Any failure by CITY to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

**2.06 CITY Safeguarding Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, to the extent that CITY receives access to "education records," as defined under state and federal law, CITY shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FER PA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) notify SBBC immediately upon discovery of a breach of confidentiality of education records held by CITY by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, and fully cooperate with appropriate SBBC staff, including SBBC's Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

(c) prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes, when CITY's personnel have been determined to be the source of the breach;

(d) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law, when CITY's personnel have been determined to be the source of the breach;

(e) provide SBBC with the name and contact information of CITY's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving

obligations associated with a security breach of confidentiality of education records, when CITY's personnel have been determined to be the source of the breach; and

(f) purge education records from any media once the media is no longer in use or is to be disposed.

2.07 **Ownership of Education Records.** To the extent that CITY receives any original education records from SBBC, such records shall remain the property of SBBC. Upon termination of this Agreement CITY shall, at SBBC's request, return to SBBC or dispose of any such original education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

2.08 **Audit of CITY's Access to SBBC Security Video Images.** CITY'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 monthly basis, CITY will provide SBBC's designated personnel with written 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 CITY to SBBC's security video feeds and the identities of each user authorized by the CITY to view said video feeds;

(b) the exigent circumstances under section 2.04(a) of this Agreement which authorized the Video Supervisor to engage the CITY'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 date, the time of access, and the length of viewing of the security camera(s);

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

(f) Copies of any screen shots or short video clips that were captured by CITY from the real-time (live) video feeds pursuant to section 2.04(e) of this Agreement.

2.09 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301



With a Copy to: Chief – Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard  
Sunrise, Florida 33351

To CITY: Albert A. Arenal, Chief of Police  
Coconut Creek Police Department  
4800 West Copans Road  
Coconut Creek, Florida 33063

2.10 **Public Records.** With respect to any public records created, received or maintained in connection with this Agreement, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and at a cost that does not exceed the cost 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 records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to either party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification.** Each party shall each be individually and separately liable and responsible for the actions of its respective officers, agents and employees when acting within the scope of their employment in the performance of their respective obligations under this Agreement.

(a) To the extent permitted by law, SBBC shall indemnify defend, and hold CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of SBBC, its employees, agents or servants and SBBC shall indemnify CITY, its officials, agents servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which CITY its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of SBBC, its employees, agents, or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. SBBC shall at all times be entitled to the benefits of sovereign immunity as provided

in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

(b) To the extent permitted by law, CITY shall indemnify, defend, and hold SBBC, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demand of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of CITY, its employees, agents, servants and CITY shall indemnify SBBC, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's or as a result of the intentional or negligent acts of CITY, its employees, agents or servants. For purposes of this provision, SBBC employees shall not be deemed agents or servants of CITY and CITY employees shall not be deemed agents or servants of SBBC. CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

2.12 **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 Agreement.

2.13 **Annual Appropriation.** The performance and obligations of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by their governing bodies, and if either party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **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 survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. 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 any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC is responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will 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 Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice which shall be the sole remedy for a default of this Agreement. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or 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 Agreement.

3.06 **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 Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **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 Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors.

3.11 **Assignment.** Neither this Agreement 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 Agreement.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement 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 of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party,

and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow audit of records, obligations to maintain the confidentiality of records, and reporting requirements survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement upon the date of the last signature below.

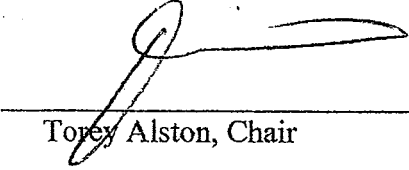
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**FOR SBBC:**

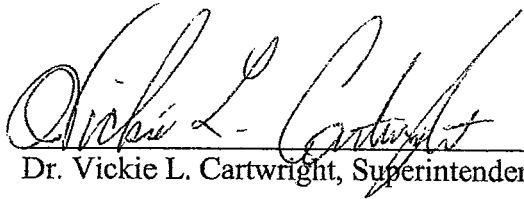
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By:   
Torey Alston, Chair

Date: NOV 14 2022

  
Dr. Vickie L. Cartwright, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn  
Jacques-Adams  
Digitally signed by  
Kathelyn Jacques-Adams  
Date: 2022.11.02 08:50:13  
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Office of the General Counsel

Note: City of Coconut Creek,  
Florida - School Surveillance  
Camera System Access -  
2022-2027

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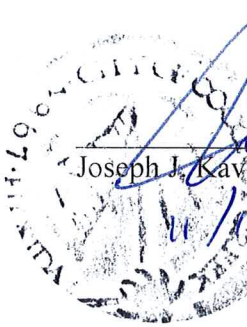
**FOR CITY:**

(Municipal Seal)

CITY OF COCONUT CREEK, FLORIDA

By: Karen M Brooks  
Karen M. Brooks, City Manager

11/10/22  
DATE

  
Joseph J. Kavanagh  
Joseph J. Kavanagh, City Clerk  
11/10/2022

Approved as to Form:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

11/10/22  
DATE:

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