

AMENDED INTERLOCAL AGREEMENT

This Amended Interlocal Agreement (“Agreement”) dated this _____ day of _____, 2025, is made between the **Martin County**, a political subdivision of the State of Florida (“County”), and the **Martin County Sheriff**, a constitutional officer of the State of Florida (“Sheriff”), to provide for the use, operation, and maintenance of security video cameras and associated data and equipment.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities or public agencies on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County has installed and maintains security video cameras at various County owned and operated sites; and

WHEREAS, the Sheriff has a need for the County’s security video cameras and associated data for various law enforcement purposes; and

WHEREAS, the County and the Sheriff desire for the Sheriff to manage and operate the County’s security video camera system; and

WHEREAS, the County and the Sheriff desire for the County to maintain the security video cameras and associated equipment; and

WHEREAS, the County and the Sheriff recognize the importance of protecting the security video material as confidential and exempt from disclosure pursuant to Florida and Federal Statutes; and

WHEREAS, the County and the Sheriff have an Interlocal Agreement dated February 2, 2021 regarding security cameras; and

WHEREAS, the County and the Sheriff determined it is necessary to amend the current Interlocal Agreement.

NOW, THEREFORE, the County and the Sheriff, in consideration of the terms and conditions set forth herein and the mutual benefits, promises, and considerations hereinafter set forth, agree as follows:

1. The recitals above are hereby incorporated and made part of this Agreement.
2. The parties agree that at all times the security video feed shall be considered property of the County, except the feed from [REDACTED] which shall be considered property of the Town of Jupiter Island, and maintained as confidential and exempt from public disclosure pursuant Florida law, including but not limited to Sections 119.071(2), 119.071(3), and/or 281.301, Fla. Stat. and 45 CFR 164.502(a) as required by the Business Associate

Agreement attached and incorporated as Exhibit "A" for videos containing protected health information under HIPAA.

3. The Sheriff will ensure that prior to granting access, and from time to time thereafter as appropriate, any individual to be granted access to the security video cameras, feed, data or equipment or the "Real Time Crime Center" will receive training on appropriate use, operations, and security of the County's security video system. The Sheriff will maintain a list of MCSO employees who have received the required training and who have been granted access to the system.

4. The Sheriff agrees to limit access to the security video feed as follows:

a.

[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

d.

[REDACTED]

5. The Sheriff agrees its access to the security video will be utilized solely for law enforcement purposes, in response to a request from the County, in response to a subpoena, court order, notice to preserve or a public records request.

6. The Sheriff agrees to assist the County in any requested review and export of video for County purposes or in response to a public records request. The Sheriff will follow the procedures set forth in Exhibit "G" for these purposes. The Sheriff will identify an authorized MCSO employee to handle these requests and will prioritize these requests to best protect the County's interests and in compliance with Florida law. The County employees authorized by the County to request security video and the MCSO employee designated by the Sheriff to handle these requests are listed in Exhibit "F" attached and incorporated herein, as may be amended from time to time by mutual agreement of the parties.

7. Notwithstanding the provisions of paragraph 4, above, the Sheriff agrees that security video, in whole or in part, including reproductions, clips, and still images will be captured, released, provided, or distributed (each of which shall be considered a release) by or to any person, entity or agency, in accordance with the procedures in Exhibit "G". In the event of an emergency, as determined by the Sheriff, verbal permission of the County Administrator may be sought and provided, followed by formal written request from the Sheriff and verification of approval by the County. Any and all written request and permission shall include sufficient detail to identify the security video, the segment, and the medium (video or still images) authorized for release. This prohibition does not apply to security video sent to the State Attorney's Office or used as evidence in court proceedings which include a letter from the County protecting the claimed records exemptions, as set forth in Exhibit "G".

8. The parties assert and acknowledge that the Procedures set forth in Exhibit "G" are in furtherance of and consistent with the protections of the security video as confidential and exempt from public disclosure pursuant to Sections 119.071(2), 119.071(3), and/or 281.301, Fla. Stat. and 45 CFR 164.502(a).

9. Nothing in this Agreement shall be construed to limit the County's right to or ability to access the security video camera system.

10. The terms of the Agreement shall not be amended, supplemented, waived, or changed without the written approval of the parties. The Exhibits attached to this Agreement may be amended as needed upon the written agreement of the County Administrator and the Sheriff, or their designees, on behalf of the parties.

11. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

12. As between County and Sheriff, as limited by Section 768.28, Florida Statutes, County hereby assumes responsibility for claims arising out of and attributable to the acts or omissions of County, its officers, employees, independent contractors, and agents in connection with this Agreement, and Sheriff assumes responsibility for claims arising out of and attributable to the acts or omissions of Sheriff, its officers, employees, agents or independent contractors, in connection with this Agreement. Provided, however, nothing herein shall be constructed as a waiver of either party's sovereign immunity, Section 768.28, Florida Statutes, or as consent to be sued by third parties.

13. Notwithstanding anything to the contrary in this Agreement, neither party is responsible for any damages or indemnity to the other party or any third party or any other person or entity for which the first party has sovereign immunity or is otherwise protected or limited under Florida law, including but not limited to Section 768.28 Florida Statutes. Nothing in this Agreement shall be read in any manner to waiver, alter, change or modify either party's sovereign immunity and rights under Florida law, but not limited to Section 768.28, Florida Statutes.

14. This Interlocal Agreement shall be filed with the Martin County Clerk of the Circuit Court; said filing shall be the responsibility of the County.

15. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

16. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:
County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

As to Sheriff:
Sheriff
Martin County Sheriff's Office
800 SE Monterey Road
Stuart, FL 34994

17. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Martin County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

18. Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the representatives of the parties. The representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

19. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

20. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

21. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to

this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

22. Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

23. All Interlocal Agreements, and any amendments, entered into between the County and the Sheriff regarding the use, operation, and maintenance of security video cameras and associated data and equipment are terminated as of the date of this Agreement.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

MARTIN COUNTY SHERIFF

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOHN BUDENSIEK, SHERIFF

BERNARD ROMERO,
ATTORNEY FOR SHERIFF

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY