

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the “Sheriff”) and the City of Coconut Creek, (referred to herein as “City”), establishes a relationship between Sheriff and City under which the Sheriff will grant access to City to Florida’s Facial Recognition Network (FR- Net), hosted by the Pinellas County Sheriff’s Office.

**WHEREAS** The Pinellas County Sheriff’s Office maintains the largest collaborative open model Face Recognition System in the U.S. and exclusively hosts Florida’s Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for FR search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

**WHEREAS** Sheriff will grant access and make information available to the City to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System (FACES).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall be effective on the date upon which it has been signed by both parties (“Effective Date”). This agreement shall continue until terminated by either party pursuant to the procedures described in paragraph 6 of this MOU.

2. Sheriff's Obligations

- A. To provide self-paced online training information for selected members of City's police department to register as new users of FACES.
- B. Provide applicable personnel of the City's police department with access to the FACES application after successful completion of the FACES online training materials and demonstrated competency with the FR process.
- C. To develop and provide standard operating policies and procedures, connectivity protocols and user documentation to the City's police department to ensure the lawful and proper use of FACES.

3. Obligations of City

- A. The City agrees that all applicable police department personnel ("applicable personnel") must successfully complete the FACES Online training.
- B. City agrees the FACES application is for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in immediate termination of this MOU and immediate loss of access to FACES.
- C. The City agrees FACES results are investigative leads to assist with subject identification and/or verification.
- D. The City agrees that its applicable personnel will accept responsibility for the final identity determination and will take law enforcement action based upon their own identity determination.

- E. City agrees that it will only allow its applicable personnel to register as Users and further agrees that Sheriff will be notified immediately when applicable City personnel have a change in employment status or duty assignment where FACES access is no longer needed.
- F. City agrees to participate in project related evaluations to determine the effectiveness of the FACES application.

4. Reporting of Arrests

- A. City agrees to notify Sheriff as soon as possible, and in no event not later than 5 business days, after an arrest(s) resulting from the use of FACES.

5. Continuity of Operations

- A. Sheriff and City agree that if the facial system is unavailable for any reason, Sheriff's first obligation is to restore services for Sheriff. If City's interface is not functioning for any reason, Sheriff will provide best efforts to assist in the restoration of City's services, but only after Sheriff's needs are met. Best effort is determined solely by the Sheriff.

6. Termination

- A. This MOU may be terminated by either party without cause, upon no less than thirty (30) calendar days written notice to the contacts listed in Section 8.

- B. If City breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by City.

7. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold City, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Sheriff, its employees or agents, in the performance of its obligations under this MOU.
- B. City agrees to indemnify and hold Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of City, its employees or agents, in the performance of its obligations under this MOU.
- C. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract. The provisions of this section shall survive the expiration or earlier termination of this MOU.

