

RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PINELLAS COUNTY SHERIFF'S OFFICE AND THE CITY OF COCONUT CREEK TO PROVIDE THE CITY WITH ACCESS TO THE FLORIDA FACIAL RECOGNITION NETWORK; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas County Sheriff's Office has the largest collaborative open model Face Analysis Comparison and Examination System (FACES) and exclusively hosts Florida's Facial Recognition Network (FR-Net); and

WHEREAS, FR-Net provides facial biometric search capabilities, subject information, and face image comparison tools; and

WHEREAS, by entering into this Memorandum of Understanding (MOU), it gives the Coconut Creek Police Department access to the Pinellas County Sheriff's Office database, which will allow officers to perform automated facial recognition searches and face image comparison through FACES; and

WHEREAS, FACES will allow officers to identify suspects and solve crimes.

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 MOU between the Pinellas County Sheriff's Office and the City of Coconut Creek for the purpose of accessing Florida's Facial Recognition Network.

Section 3: That the City Manager, or designee, is hereby authorized to execute said MOU between the Pinellas County Sheriff's Office and the City of Coconut Creek,

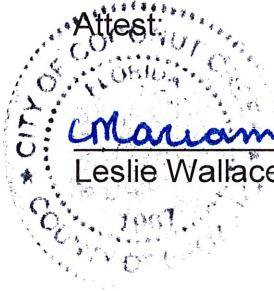
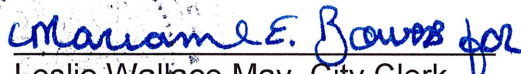
attached hereto and made a part hereof.

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 25th day of June, 2020.


Louis Sarbone, Mayor

Attest:


Leslie Wallace May, City Clerk

Sarbone Aye
Rydell Aye
Tooley Aye
Belvedere Aye
Welch Aye

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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.

8. Agency Contacts

Sheriff:

Jacob Ruberto, Biometric Operations Analyst
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

City:

Point of Contact
Martie Nabut-Dee, Crime Analyst
Criminal Investigations Section
Coconut Creek Police Department
4800 W Copans Rd, Coconut Creek, FL 33063
Main: 954-973-6700 / Direct: 954-956-1558
mnabut-dee@coconutcreek.net

9. Approval

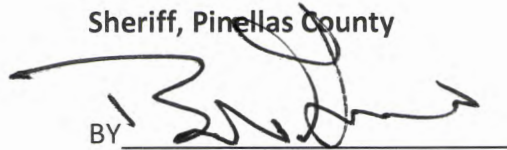
CITY

SHERIFF

Albert Arenal
Chief of Police

Bob Gualtieri,
Sheriff, Pinellas County

BY 

BY 

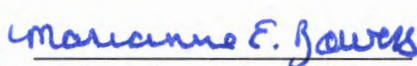
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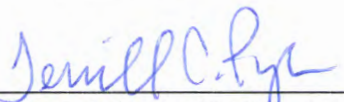
CITY OF COCONUT CREEK

BY:  6/25/2020
Karen M. Brooks, City Manager Date

ATTEST:

 6/25/2020
for Leslie Wallace May, City Clerk Date
Marianne E. Bowers
Deputy City Clerk

APPROVED AS TO FORM:

 06/25/20
Terrill C. Pyburn, City Attorney Date