

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 "Partner"), establishes a relationship between Sheriff and Partner under which the Sheriff will grant access and/or obtain data for inclusion in Florida's Facial Recognition Network (FR-Net), hosted by the Pinellas County Sheriff's Office.

WHEREAS The Pinellas County Sheriff's Office maintains and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tool , training for facial recognition (FR) search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

WHEREAS the Partner Agency seeks access to and/or to provide data for inclusion in FR-Net.

WHEREAS The Partner Agency and all Agencies with access have been authorized to access and/or receive Criminal Justice Information and have current agreements with the FDLE and/or the FBI and all must adhere to the requirements set forth via the FBI CJIS Security Policy to include the security of the data and information as well as the exchange of any such data or information.

WHEREAS The Partner Agency understands that the system contains Criminal Justice Information that is entered by the Sheriff and/or other Partner Agencies and all exchange and

collaboration of information utilized by the Partner, that is derived from this system and the Agencies the information is entered by, agree to the consent of the exchange of data and information by and between all Partner Agencies.

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

1. Sheriff and Partner Agency agree this MOU applies to the following (check only one):

Partner will contribute mugshot data to the Face Analysis Comparison & Examination System Next (FACESNXT) system, but will NOT have access to search FACESNXT - Exhibit A - the Mugshot Data Addendum contains additional terms the Parties agree (Exhibit B expressly does not apply);

Partner will have access to search FACESNXT, but will NOT contribute mugshot data - Exhibit B - the Search Addendum contains additional terms the Parties agree; or

Partner will contribute mugshot data AND will have access to the FACESNXT system - both Exhibits A and B apply.

2. 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 4 of this MOU.

3. Continuity of Operations

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

4. 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 6.
- B. If Partner breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

5. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold Partner, 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. Partner 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 Partner, its employees or agents, in the performance of its obligations under this MOU.
- C. Nothing contained herein is intended nor shall be construed to waive City's or Sheriff's rights and immunities under the common law or Section 767.28, Fla. Stat., as amended from time to time; nor shall anything included herein be construed to be consent to be sued by any third parties in any matter arising out of this Agreement.
- D. The above provisions shall survive the termination or expiration of this Agreement.

6. Project Contacts

Sheriff:

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

Partner:

Technical Point of Contact
Pablo Santiago
Rick Kershaw
City of Coconut Creek - I.T. Dept.
4800 W. Copans Road
Coconut Creek, FL 33063
954-973-6795

Business/Auditing Point of Contact
Lt. Frank Fuentes - Capt. Fred Shelton
Sgt. Cody McKinney
Coconut Creek Police Dept. - CIS
4800 W. Copans Road
Coconut Creek, FL 33063
954-973-6714

7. Approval

SHERIFF

**Bob Gualtieri,
Sheriff, Pinellas County**

BY _____

Date _____

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager

Date

Joseph J. Kavanagh, City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

Albert A. Arenal, Chief of Police

Date

Exhibit A- MUGSHOT CONTRIBUTION ADDENDUM

Additional Sheriff's Obligations

1. To integrate the Partner's mugshot data into the FACESNXT system and to facilitate regular transfer of new data.
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. Partner agrees to provide Sheriff its existing mugshot images for integration into the facial recognition system.
2. Partner is responsible for maintaining and updating the status of sealed and expunged records for their agency in compliance with Chapter 943, Florida Statutes. Sheriff is responsible for providing connectivity protocols and documentation for Partner: to comply with the responsibility of sealing and expunging records.

Exhibit B - SEARCH ADDENDUM

Additional Sheriff's Obligations

1. Sheriff will grant access and make information available to the Partner to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System Next (FACESNXT).
2. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACESNXT.
3. Provide the Partner with access to the FACESNXT application after successful completion of the FACESNXT online training materials and demonstrated competency with the FR process.
4. To develop and provide connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACESNXT.

Additional Partner Obligations

1. All Partner personnel must successfully complete the FACESNXT Online training prior to using FACESNXT.
2. Partner must have written standard operating policies and procedures for the proper usage of facial recognition and have protocols for monitoring to ensure proper usage of the system. Partner must submit its written policy to Sheriff within 90 days of signing this agreement and the written policy must minimally contain the requirements contained in this agreement. More specifically, the

policy shall contain a provision instructing Partner's users that FACESNXT is an investigative tool and any law enforcement action taken based on a submission to FACESNXT shall be based on Partner's personnel's own identity determination and not solely the results of a FACESNXT search. Partner further agrees that failure to submit its written policy within the 90 day period is a breach of this agreement and will result in immediate termination of Partner's use of the FACESNXT system.

3. Partner agrees the FACESNXT 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 the MOU and immediate loss of access to FACESNXT.
4. The Partner agrees FACESNXT results are strictly investigative leads to assist with subject identification and/or verification.
5. The Partner agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination.
6. Partner agrees that it will only allow its employees to register as Users and further agrees that Partner shall immediately inactivate its user's access/permissions, following separation, or negligent, improper, or unauthorized use or dissemination of any information. If Partner is unable to update the access/permissions themselves, Partner shall notify Sheriff immediately to inactivate.

7. Partner shall update its user's access/permission upon reassignment of users within five (5) business days of the reassignment. If Partner is unable to update the access/permissions themselves, notification of a need for change in a user's access/permissions shall be made to Sheriff within five (5) business days.
8. Partner agrees to participate in project related evaluations to determine the effectiveness of the FACESNXT application.
9. Auditing
 - A. Partner agrees to provide the name, email address, telephone number, and address for the person(s) designated as the Agency Administrator and shall notify Sheriff within ten (10) calendar days of any changes in person(s) or contact information assigned to this role.
 - B. Partner agrees to respond to Sheriff within five (5) business days of any users who are no longer authorized to use the facial recognition system if provided with a list of users.
 - C. Partner agrees to respond to audit inquiries made by Sheriff within ten (10) business days. These inquiries may include, but are not limited to, substantiation of valid case numbers used for searches or substantiation that searches were conducted for law enforcement purposes.
 - D. Partner agrees to monitor their own agency activity and must notify Sheriff in writing of any unusual activity, including but not limited to, unauthorized access to the system, searches conducted not in compliance with this agreement, any images searched that are not images of a human face, or

searches of celebrity images not related to a valid case number. The written notification shall provide the username, date, time, case number, and any other information that may aid Sheriff to audit the unusual activity. Sheriff agrees to respond in writing to receipt of notification within one (1) business day, and within 15 business days with a response on corrective measures that shall be implemented.

CITY OF COCONUT CREEK

By: _____
Karen M. Brooks, City Manager Date

ATTEST:

Joseph J. Kavanagh, City Clerk Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date

Albert A. Arenal, Chief of Police Date