

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 City of Coconut Creek (referred to herein as the "Partner"), establishes an information exchange relationship between Sheriff and Partner.

WHEREAS the Sheriff, and the Partner, are criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI), and the Florida Department of Law Enforcement (FDLE); and

WHEREAS the Sheriff receives license plate based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), (referred to herein as "LPR extracts"); and

WHEREAS the Partner wishes to routinely receive the LPR extracts from the Sheriff for the administration of criminal justice; and

WHEREAS both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

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

1. The Sheriff and the Partner agree that if the LPR extracts become unavailable for any reason, the Sheriff's first obligation is to restore services for the Sheriff. If the Partner's interface is not functioning for any reason, the Sheriff will provide best efforts to assist in the restoration

of the Partner's services, but only after the Sheriff's needs are met. Best effort is determined solely by the Sheriff.

2. The Partner shall receive the updated LPR extracts from the Sheriff via an existing integration between Sheriff and contracted LPR vendor (Axon) as often as they are made available by FDLE.
3. The Sheriff will provide the Partner with the LPR extracts at no cost to the Partner.
4. The Partner agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
5. The Sheriff and Partner agree that all LPR extract information is CJI and will adhere to the policies and procedures as it pertains to CJI.
6. The Partner agrees that all LPR extract information must be confirmed independently through NCIC/FCIC before taking any law enforcement action. The Partner further agrees that unless this independent verification occurs, the Partner will not take Law Enforcement action based on the LPR alone.
7. To the extent provided by the laws of Florida, the Partner agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.

8. The Sheriff has an obligation to report instances of misuse to the FDLE for follow up or applicable investigation and applicable discipline. The Partner agrees that the LPR extracts are for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in the immediate termination of this agreement.
9. Either party may terminate this agreement upon thirty (30) days written notice, except that the Sheriff may terminate this agreement immediately and without notice upon finding that the Partner has violated the terms of this agreement.
10. The Sheriff agrees to indemnify and hold the 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 the Sheriff, its employees or agents, in the performance of its obligations under this agreement.
11. The Partner agrees to indemnify and hold the 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 the Partner, its employees or agents, in the performance of its obligations under this agreement.

This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Project Contacts

Sheriff:

Lieutenant Jason Bahret
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
727-582-6277
jbahret@pcsonet.com

Partner:

Frederick C. Hofer, II
Coconut Creek Police Department
4800 West Copans Road
Coconut Creek, FL, 33063
954-973-6702
fhofer@coconutcreek.net

Approval

Partner

Frederick C. Hofer, II
Chief of Police, City of Coconut Creek

Sheriff

Bob Gualtieri,
Sheriff, Pinellas County

BY _____

BY _____

Date _____

Date _____

CITY OF COCONUT CREEK

BY: _____
Sheila N. Rose, City Manager Date _____

ATTEST:

Joseph J. Kavanagh, City Clerk Date _____

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date _____