

**LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS
MEMORANDUM OF UNDERSTANDING**

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the City of Coconut Creek (CITY) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency; and

WHEREAS, the City of Coconut Creek (CITY) is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and CITY desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to CITY a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity (collectively the “Purpose”).
2. Access Credentials. In order to access the ISO ClaimSearch, CITY must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by CITY (“Designees”) to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by CITY, except as strictly necessary for the Purpose or as required by law.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (v) is not considered confidential and/or exempt from public records under Chapter 119, Florida Statutes.
 - C. It shall not be a violation of Section 3 of this MOU for CITY to disclose information as required by Chapter 119, Florida Statutes or to disclosure Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon CITY or where applicable law requires the disclosure of Confidential Information, provided that: in all cases, CITY discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information CITY discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. CITY Obligations. In exchange for access to ISO ClaimSearch, the CITY agrees to comply with the following obligations:
- A. Administrator. The CITY shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the CITY contact responsible for fulfilling CITY obligations required under this MOU.
 - B. Designees. Designees shall be restricted to active CITY employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.
 - C. Vetting. CITY shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
 - i. the Designee's need for access;

- ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement; ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - iv. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. CITY shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. CITY shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. CITY shall immediately terminate Designee's access to ISO ClaimSearch:
 - i. when Designee's is no longer employed by CITY;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. CITY will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. CITY shall maintain during the term of this MOU, and at all times thereafter in which CITY maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in CITY's possession or control in accordance with applicable federal, state and local laws, rules, and regulations. At a minimum, CITY's safeguards for the protection of Confidential Information shall include:
 - i. limiting access of Confidential Information to authorized employees;
 - ii. maintaining an adequate network firewall;
 - iii. securing business facilities, data centers, paper files, servers, backup

systems, and computing equipment, including but not limited to devices with information storage capability; implementing secure storage and disposal of Confidential Information;

- iv. implementing authentication, and access controls within operating systems and equipment; and
 - v. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of CITY related to CITY's compliance with this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to CITY. CITY's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of CITY's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
- A. Notification. CITY shall promptly, but in no case later than 48 hours, notify NICB of any confirmed breach or based on a good faith determination by NICB or CITY that there is a significant risk to Confidential Information, unauthorized or improper access to, or use or disclosure of Confidential Information while in the possession or control of CITY, its Administrator or its Designees ("Security Breach").
 - B. Mitigation and Cooperation. CITY shall promptly implement steps to remediate and mitigate the effects of any Security Breach. CITY shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, CITY shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information reasonably requested by NICB or as otherwise required to be provided by applicable law.
7. Representations and Warranties. CITY represents and warrants the following:
- A. CITY is a professional, reputable, and trustworthy organization that serves the public.
 - B. CITY is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
 - C. CITY will not provide access to any Designee who is not in Good Standing.
 - D. CITY, its Administrator, and its Designees have a justifiable reason for requiring

access to ISO ClaimSearch that is consistent with the Purpose. CITY either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.

- E. CITY agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.
8. Liability. Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.
10. Term and Termination.
- A. Term. This MOU shall commence as of the Effective Date and will remain in effect for five (5) years from the date of execution and may be extended for up to two (2) one (1) year renewals unless either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period. If, upon the expiration of the Term, the Parties have not terminated this MOU, entered into a new MOU, or otherwise renewed this agreement, and the Agency continues to access ISO ClaimSearch, this MOU shall continue on a month-to-month basis, subject to the terms and termination provision hereof.
 - B. Immediate Termination. NICB may immediately terminate this MOU if the CITY materially breaches its obligations under this MOU.
11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.
12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.

13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the CITY will be sent to the email and address provided by CITY at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:

National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400 Des
Plaines, Illinois 60018
Attn: General Counsel
Email: rdizinno@nicb.org; rcooper@nicb.org

14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Choice of Law and Venue. The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.
18. **WAIVER OF JURY TRIAL**. BY ENTERING INTO THIS CONTRACT, EACH OF NICB AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
19. Uncontrollable Circumstances ("Force Majeure"). As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice,

consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The CITY reserves its right to challenge the invocation by the NICB within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the CITY, the NICB must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the NICB's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

20. Merger; Amendment. This Agreement constitutes the entire Agreement between the NICB and the CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the NICB and authorized designees of the CITY.
21. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.
22. Joint Preparation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.
23. Severability; Waiver of Provisions. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.
24. Signatory Authority. Upon request, the NICB must provide the CITY with copies of requisite documentation evidencing that the signatory for NICB has the authority to enter into this Agreement.
25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.
26. Public Records. CITY understands and agrees that records contained within ISO ClaimSearch are proprietary, confidential information and not public records. To the extent such records are used by law enforcement for a lawful purpose in accordance with the Agreement, then certain records may become subject to the Florida Public Records Act.

As to those limited records, NICB agrees as follows:

CITY is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent NICB is a NICB acting on behalf of the CITY pursuant to Section 119.0701, Florida Statutes, as amended from time to time, NICB must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, NICB agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY in order to perform the services.
- b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the NICB does not transfer the records to the CITY.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the CITY all public records in possession of the NICB or keep and maintain public records required by the CITY to perform the services. If the NICB transfers all public records to the CITY upon completion of the services, the NICB must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the NICB keeps and maintains public records upon completion of the services, the NICB or must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e) **IF NICB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE NICB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If NICB does not comply with this section, the CITY will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

27. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 9 of 9]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau
DEPARTMENT

Agency: COCONUT CREEK POLICE

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: ALBERT A. ARENAL

Title: Police Chief

Email: barenal@coconutcreek.net

Date: _____

CITY OF COCONUT CREEK

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

ATTEST:

Joseph J. Kavanagh, City Clerk Date _____

Approved as to Form & Legal Sufficiency:

Terrill C. Pyburn, City Attorney Date _____