

**MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION
IN THE FINDER DATA SHARING NETWORK (FLORIDA)**

This Memorandum of Understanding (MOU) is made by and between FINDER Software Solutions, LLC, a Florida limited liability company, hereinafter referred to as "FSS", with offices at:

FINDER Software Solutions, LLC
11315 Corporate Blvd, Suite 110
Orlando, FL 32817
(407) 545-3730

and the:

AGENCY NAME: City of North Port Florida on behalf of the North Port Police Department

STREET ADDRESS: 4970 City Hall Boulevard

CITY/STATE/ZIP: North Port, Florida 34286

ORI #: FL0580300 NUMBER OF SWORN PERSONNEL: 125

hereinafter referred to as "AGENCY." AGENCY will provide designated Points of Contact on "Exhibit A" attached hereto and agrees to notify FSS if there are any changes to their designated contacts.

A. Background

FINDER® is the Federated Integrated Network for Data Exchange and Retrieval, an information sharing system developed more than 20 years ago through the cooperative efforts of Florida law enforcement agencies and the University of Central Florida. FINDER was built BY law enforcement, FOR law enforcement, to provide a collaborative framework for the sharing of police records and other data sources to increase officer safety, maximize investigator efficiency, and reduce crime. If agency utilizes the FINDER Pawn system, the term "FINDER" as used herein shall include FINDER Pawn.

B. Purpose; Term; Auto-Renewal

The purpose of this MOU is to set forth the terms and conditions under which AGENCY will participate in the FINDER data sharing system from date of execution, through September 30, 2023. Unless terminated by either party pursuant to the provisions of Section H hereof, this MOU will automatically renew for successive one-year periods at the then-current subscription rate. FSS will notify AGENCY at least ninety (90) days prior to any anticipated price increase. The provisions of this MOU which govern AGENCY's use of FINDER will remain in effect should AGENCY continue utilizing the FINDER system for any period of time not covered by a subsequent MOU.

C. Performance Under this MOU by FSS

For the period of this MOU, FSS agrees to:

1. Provide technical support for the FINDER application and any optional features that are deployed to AGENCY during the period of this MOU.
2. Develop and/or modify "parsers" necessary to ensure quality data sharing between AGENCY and the FINDER system.

3. FSS, in its sole discretion, may develop and deploy enhancements to the FINDER system that address public safety needs.
4. FSS, in its sole discretion, may assist AGENCY with information sharing needs that may or may not be directly related to FINDER.

5. Public Record of Agreement

- a. FSS shall comply with the Florida public records laws found in Chapter 119 of the Florida Statutes and, as specifically required by F.S. 119.0701(2)(b), FSS will: “(1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.”

Should FSS fail to comply with the public records laws, AGENCY may immediately terminate this agreement by delivering a written notice of termination to FSS at the address specified on page 1 hereof.

- b. The public records referred to in this section consist of copies of this MOU and correspondence relating to the MOU.
- c. **IF THE CONTRACTOR (FSS) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY WILL CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS AT 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056, OR HOTLINE (941) 429-7270; EMAIL: publicrecordsrequest@cityofnorthport.com.**

6. FSS shall abide by all aspects of the FBI’s CJIS Security Policy referenced in D.1. below and the CJIS Security Addendum attached thereto, as either may be amended from time to time.

D. Performance Under this MOU by AGENCY

For the period of this MOU, AGENCY agrees that:

1. AGENCY must follow the current U. S. Department of Justice Criminal Justice Information Services Security Policy which can be found at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.
2. AGENCY’s use of the FINDER system is contingent upon the AGENCY having internet access and utilizing the secure FINDER network for cross-jurisdictional data sharing.

3. AGENCY's use of the FINDER system must follow certain requirements which include, but are not limited to:
 - a. Use of the FINDER system is restricted to the administration of criminal justice or as otherwise specifically authorized or required by law. AGENCY will allow only properly screened, authorized personnel to have access to information contained within the FINDER system.
 - b. It is the responsibility of the AGENCY to ensure that access to FINDER is for authorized purposes only and to regulate proper access to and use of the system and information at all times.
 - c. The AGENCY will disseminate information derived from the FINDER system only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening. Records contained in the FINDER system must be verified with and documented by the contributing agency.
4. AGENCY is only authorized to provide FINDER access to their own personnel. Requests from other agencies for a FINDER user account, including for multi-agency task forces, should be referred to support@findersoftware.com. However, if AGENCY hosts other agencies on their RMS and/or CAD system, AGENCY may permit authorized personnel from such hosted agency to access AGENCY's FINDER server after verifying with FSS that the hosted agency also has a current MOU in place with FSS.
5. AGENCY is responsible for ensuring that records subject to orders for expunction or sealing are appropriately removed from AGENCY's FINDER server and other data sharing systems. AGENCY controls which of its personnel have access to the "Data Expunge Utility" in FINDER.
6. AGENCY's use of FINDER is subject to the following specific requirements:
 - a. The AGENCY shall permit FSS personnel to conduct inquiries with regard to any alleged or potential security violations, as well as for routine audits. AGENCY personnel should be on notice that the FINDER system logs every query.
 - b. If AGENCY has FINDER installed locally, AGENCY will permit FSS personnel to access AGENCY's FINDER server (via secure remote connection) as necessary for FINDER updates and/or troubleshooting.
 - c. Any public records request made to the AGENCY pursuant to Chapter 119, F.S. for information from the FINDER system will be forwarded to the law enforcement agency that is the original contributor of the information to the FINDER system. Any request to the AGENCY from another law enforcement agency for information obtained from the FINDER system will be treated as exempt pursuant to Section 119.071(2)(c)2a. It is understood and acknowledged, however, that to the extent the AGENCY is required to disclose any documents or related information pursuant to Chapter 119, F.S., nothing herein shall prohibit it from so doing.
 - d. An Agency reporting or classifying an individual as a criminal gang member, criminal gang associate, sexual predator, sexual offender or any other type of offender or defined association within FINDER is solely responsible to ensure the individual meets the statutory definition thereof.
7. FSS is not responsible for the acquisition, maintenance, operation or repair of AGENCY's workstations or servers, or for supplies or software licensing therefor; or for AGENCY's personnel costs related to the use of the FINDER system.

E. Data Ownership; Accuracy; Security

1. AGENCY retains sole ownership of, exclusive control over, and sole responsibility for the information it contributes and may at any time update or correct any of its information in FINDER, or delete some or all of AGENCY's data from FINDER or any other data sharing system connected to the FINDER system.
2. Information submitted by AGENCY will not be altered or changed in any way except by AGENCY or with AGENCY's express written consent.
3. All records in the FINDER system will be clearly marked to identify which law enforcement agency contributed the data. Records must be verified by the contributing agency before using the information for affidavits, subpoenas, warrants or any other purpose.
4. If AGENCY is not already doing so, FSS may share AGENCY's records and/or provide AGENCY access to other national data sharing systems that are exclusively for law enforcement, such as the FBI's National Data Exchange (N-DEx) or NCIS's Law Enforcement Information Exchange (LInX).
 - a. Additional MOU(s) may be required to authorize AGENCY's sharing with or access to other systems.
 - b. If AGENCY does not wish to share or receive data nationally via the FINDER system, AGENCY must notify FSS in writing at the time of execution of this MOU.
5. The data provided by the AGENCY is never owned by FSS, other data sharing systems, third party vendors or government organizations. No agreement entered into by FSS on behalf of the AGENCY to share data with a national system will transfer ownership of AGENCY's data to any other party.
6. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the FINDER system as if it were an abuse of their own sensitive information systems.

F. Liability

1. AGENCY understands that FSS, its managers, officers, agents, and employees shall not be liable in any claim, demand, action, suit or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions or detrimental reliance of the personnel of the AGENCY in entering, removing or relying upon information transmitted through the FINDER system.
2. To the extent provided by law, the AGENCY agrees to be responsible for the intentional or grossly negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or transmitted through the FINDER system. Nothing herein shall be construed to be a waiver of sovereign immunity.
3. To the extent provided by law, FSS agrees to be responsible for the intentional or grossly negligent acts or omissions of its personnel arising out of their programming services or involving any information contained in, received from, entered into or transmitted through the FINDER system.
4. FSS acknowledges that it has the right to provide the foregoing services and, to its knowledge, the activities hereunder do not conflict with any duties or obligations of FSS to any other agency, entity or third party. FSS makes no representations or warranties, expressed or implied, regarding its performance under this MOU including, but not limited to, the marketability, use or fitness for any particular purpose of the services or non-infringement of rights pursuant to the provision of services under this MOU. FSS is not liable for any

direct, indirect, consequential, special or other damages suffered by AGENCY as a result of AGENCY's use of FSS's services, unless there is a showing of gross negligence or willful misconduct on behalf of FSS.

G. Patents; Copyrights; Intellectual Property

1. Ownership of patents, copyrights, software or intellectual property of any type that result from any arrangement arising from this MOU or FSS's performance under this MOU, including, but not limited to, all FINDER applications, upgrades and parsers, will remain with FSS.
2. FSS will grant a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable right and license to use the FINDER software application and any other software developed by FSS for AGENCY solely for the purposes of using such software for its intended purpose.

H. Termination

1. Either Party may terminate this MOU at any time by giving thirty (30) days written notice to the other party. If termination is exercised by AGENCY, FSS is not obligated to refund any monies previously paid to FSS by AGENCY or on AGENCY's behalf.
2. FSS may terminate this MOU immediately, without advance notice, in the event AGENCY breaches this MOU or fails to fulfill its obligations hereunder. FSS is not obligated to refund any monies previously paid to FSS by AGENCY or on AGENCY's behalf in the event of such breach or failure.
3. Upon termination of this MOU for any reason, AGENCY's license in and to FINDER applications and related intellectual property shall immediately cease.

I. Pricing/Payment

Pricing for participation in the FINDER data sharing system is based on the number of AGENCY's sworn personnel and includes access for an unlimited number of authorized AGENCY users. In consideration of the services provided during the term of this MOU, AGENCY agrees to pay \$ 2500.00 to FSS and to remit payment within 45 days of receipt of invoice.

J. Related Agreements

The following agreements may also impact AGENCY's use of the FINDER data sharing system:

1. Agreement between Florida Department of Law Enforcement, Criminal Justice Systems Officer, and the Windermere Police Department for Contribution of FINDER Data and Access to N-DEx (copy available upon request); and
2. Memorandum of Understanding between the Windermere Police Department (WPD) and AGENCY for Participation within the National Data Exchange (N-DEx) and the Florida Integrated Network for Data Exchange and Retrieval (FINDER).

K. Amendments; Assignment

This MOU may only be amended by written mutual agreement of authorized representatives from FSS and AGENCY. Neither party may assign this MOU without the prior written consent of the other party.

L. Governing Law

This MOU is to be governed and construed in accordance with the laws of the State of Florida and all applicable Federal statutes and regulations.

M. Attorneys' Fees

In the event it becomes necessary for either party to enforce any of the terms of this MOU, the prevailing party shall be entitled, in addition to such damages or other relief as may be granted, to recover reasonable attorneys' fees and costs, such attorneys' fees to include those incurred in connection with any actual or intended mediation, arbitration, trial or appeal.

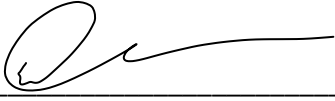
N. Non-Discrimination

The City of North Port, Florida does not discriminate on the basis of race, color national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this MOU to be executed and effective as of the last signature date below.

FINDER Software Solutions, LLC

“AGENCY”

By:  _____

By: _____

Christopher Crowell

A. Jerome Fletcher

Print Name

Print Name

Director of Operations

City Manager

Title

Title

09/07/2022

Date

Date

ATTEST

HEATHER FAUST, MMC

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.

CITY ATTORNEY

