

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE WINDERMERE POLICE DEPARTMENT (WPD)**  
**AND**  
**THE NORTH PORT POLICE DEPARTMENT FOR PARTICIPATION WITHIN**  
**THE NATIONAL DATA EXCHANGE (N-DEX) AND THE FLORIDA INTEGRATED NETWORK**  
**FOR DATA EXCHANGE AND RETRIEVAL (FINDER)**

## **SECTION I: INTRODUCTION**

### **A. PARTIES TO THIS AGREEMENT**

The parties to this agreement are the NORTH PORT POLICE DEPARTMENT (“Participating Agency”) and the Windermere Police Department (WPD) in its role as the “Lead Criminal Justice Agency” (LCJA) with respect to the access, use and contribution of data to the National Data Exchange (N-DEX) System by the Florida law enforcement agencies which participate in FINDER (“Participating Agencies”). Both parties have entered into Criminal Justice User Agreements with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP.

### **B. N-DEX AND CJIS BACKGROUND**

The FBI’s Law Enforcement N-DEX is a national law enforcement and criminal justice information sharing system designed to assist agencies nationwide in solving crime and fighting terrorism. Access to N-DEX is restricted to Criminal Justice Agencies.

The N-DEX Policy and Operating Manual (“N-DEX Policy Manual”) provides the minimum set of policy and procedural requirements for participating in N-DEX. The current version of the N-DEX Policy Manual is numbered 5.0, dated September 21, 2018, but may be amended by the FBI CJIS Advisory Policy Board (APB), in which event the latest version is controlling.

Security requirements for participation in N-DEX are found in the FBI CJIS Security Policy version 5.8 (June 1, 2019) (“CJIS Security Policy”), but may be amended by the FBI CJIS Advisory Policy Board (APB), in which event the latest version is controlling, and with which all participating agencies and users must comply. Copies of both Policies are attached to this agreement (see Appendix A).

### **C. BACKGROUND AND EXPLANATION OF WPD’S ROLE AS LEAD CRIMINAL JUSTICE AGENCY (LCJA)**

N-DEX is managed by the FBI CJIS Division under a long-standing “shared management” partnership with the states’ Criminal Justice Information Services (CJIS) Systems Officers (CSO). Under this shared management concept, the state governments, through the CSOs, are responsible for implementing, managing, and auditing compliance with the N-DEX policy requirements by participating agencies and users within their states. Accordingly, the CSOs work directly with regional information sharing systems and lead criminal justice agencies, such as WPD, to assure that the submission, access and use of data within N-DEX satisfies the standards established by the N-DEX Policy Manual and the FBI CJIS Security Policy.

The N-DEX Policy Manual permits the CSO, while retaining responsibility for management of participation in N-DEX within his or her state, to delegate certain functions to single agencies or regional information sharing systems. Consequently, the WPD has entered into an agreement with Florida’s CSO regarding the contribution of data and access to N-DEX by FINDER’s participating agencies.

It is the intent of the “Agreement between Florida Department of Law Enforcement, Criminal Justice Information Systems Officer, and the Windermere Police Department for Contribution of FINDER Data and Access to N-DEX” (hereinafter the “LCJA Agreement”) that:

1. By way of memorandum of understanding (MOU), WPD will assure that all Participating Agencies are familiar with the requirements of the LCJA Agreement between WPD and the CSO, and that Participating Agencies understand that they must comply with all present and future requirements of the N-DEX Policy Manual and the FBI CJIS Security Policy, and with FDLE CJIS, in the Participating Agency’s submission, access, and use of N-DEX information. The MOU will supplement, but not supersede, the existing CJIS User Agreement between the CSO and Participating Agencies.
2. Participating Agencies will access N-DEX records directly through FINDER and, if a data contributor, submit their data to N-DEX via FINDER and through a Florida Regional LinX project.

## **SECTION II: WPD and PARTICIPATING AGENCY OBLIGATIONS**

### **A. WPD’s OBLIGATIONS AS LEAD CRIMINAL JUSTICE AGENCY (LCJA)**

Pursuant to the LCJA Agreement, WPD accepts specific and delegated responsibilities to oversee N-DEX contributions and access via FINDER by Participating Agencies. These responsibilities include:

1. As designated lead agency, WPD shall:
  - a. Maintain a list of vendor employees having unescorted logical or physical access to CJJ;
  - b. Submit fingerprint-based background checks as required by the CJIS Security Policy for each vendor employee and will retain the fingerprint record for comparison against future arrests;
  - c. Will promptly make notification in the event of an arrest of a vendor employee or any event resulting in denial of access by the FDLE CSO;
  - d. Ensure each vendor employee has completed the appropriate level of security awareness training;
  - e. Incorporate the Security Addendum in the contract between WPD and LETTR/FINDER and maintain the certification page for each vendor employee;
  - f. Maintain documents required for audit purposes.
2. By way of memorandum of understanding (MOU), assure that all Participating Agencies are familiar with the requirements of the Agreement between WPD and the CSO, and that Participating Agencies understand that they must comply with all present and future requirements of the N-DEX Policy Manual and CJIS Security Policy in their submission (if contributing data), access, and use of N-DEX information.
3. Limit participation in N-DEX to those law enforcement agencies possessing 9th character ORIs of 0 - 9 (numeric values), e.g., police, sheriff, etc., as prescribed in the N-DEX Policy Manual. If access is requested by an agency not meeting the

above-mentioned requirements, access shall not be granted until the CSO has been notified and approval has been granted.

4. By way of MOU, require that Participating Agencies conduct an annual audit of all of their users of N-DEX to include confirming that those users are eligible to participate in N-DEX; and notify the CSO of all users, upon request or as needed to maintain currency and completeness of the list of users.
5. By way of MOU, require each Participating Agency to designate and notify WPD and the CSO of an N-DEX Agency Coordinator (NAC), who will serve as the Participating Agency's point of contact for matters relating to N-DEX, including monitoring the Participating Agency's compliance with N-DEX system policies, as identified herein. The Participating Agency may change its NAC at any time, but must notify WPD and the CSO in writing of the change. WPD shall maintain a current listing of NACs for all Participating Agencies.
6. Ensure that FINDER captures N-DEX users' activities ("logging") and will prepare reports upon the request of the CSO and/or FBI N-DEX Program Office regarding N-DEX transaction reports processed through FINDER (see Section III, C., N-DEX Logging).
7. Upon discovery of any misuse of information (including but not limited to unauthorized or improper access, use, or dissemination) by any users or Participating Agencies granted access to the N-DEX records, WPD will notify the CSO and the relevant Participating Agency's NAC so that appropriate remedial or disciplinary action may be taken. Sanctions for misuse of the records may include denial of access to the records, as well as other penalties established by law.
8. By way of MOU, WPD will require the Participating Agencies to assure that only users who have been authorized to access N-DEX records do so; that persons no longer needing or authorized access to the records for any reason (including but not limited to position change, disciplinary action, or termination) are denied access; and that the WPD be notified of N-DEX user changes at the Participating Agency.
  - a. Participating Agencies are required to conduct a fingerprint-based criminal history record check on specified persons with access to N-DEX under the same submission and screening criteria as used for access to Criminal Justice Information under the CJIS Security Policy. If an appropriate fingerprint-based criminal history record check has already been accomplished for access to NCIC/FCIC/III, N-DEX eligibility may be determined by the CSO from the results of that previous check.
  - b. The Participating Agency shall notify WPD, who shall notify the CSO, when a current or potential user is found to have an arrest history, to include all pertinent circumstances. Granting or denying access is the responsibility of the CSO, as provided in the CJIS Security Policy. Guidelines for carrying out this responsibility may be accessed on the CJNet under the CJIS Resource Center.

9. WPD shall assure that all users (persons having physical or logical access) are trained biennially on N-DEx policies and requirements, as identified herein, emphasizing data use restrictions.
  - a. Such training will include, at a minimum, the N-DEx Policy computer-based training (CBT) module provided to WPD by the CSO or training may be given by incorporating the requirements of the CBT module into existing training.
  - b. Should additional training requirements be established by the FBI CJIS APB, the CSO and WPD will cooperate in fulfilling such requirements.
  - c. Appropriate basic security awareness training shall be required for all FINDER users having access to N-DEx. If a user has successfully completed CJIS FCIC certification, as determined by the CSO, this may substitute for the basic security awareness training. This training will be a biennial requirement.
  - d. WPD agrees to maintain and provide a list of persons who have been trained, and any other relevant reports related to training, upon request of the CSO or N-DEx Program Office.

## **B. PARTICIPATING AGENCY OBLIGATIONS**

1. The Participating Agency agrees to comply with all present and future requirements of the N-DEx Policy Manual and CJIS Security Policy in their submission (if contributing data), access, and use of N-DEx information.
2. The Participating Agency will ensure that only users who have been authorized to access N-DEx records are able to do so; that persons no longer needing or authorized access to the records for any reason (including but not limited to position change, disciplinary action, or termination) are denied access; and that the WPD be notified of N-DEx user changes at the Participating Agency.
  - a. The Participating Agency agrees to conduct a fingerprint-based criminal history record check on specified persons with access to N-DEx as described in Section II. A. 8., above.
  - b. The Participating Agency agrees to notify WPD when a current or potential N-DEx user is found to have an arrest history, as described in Section II. A. 8., above.
3. The Participating Agency will ensure that all users (persons having physical or logical access) are trained biennially on N-DEx policies and requirements, as described in Section II. A. 9., above.

4. The Participating Agency agrees to designate and notify WPD and the CSO of an N-DEX Agency Coordinator (NAC), who will serve as the Participating Agency's point of contact for matters relating to N-DEX, including monitoring the Participating Agency's compliance with N-DEX system policies, as identified herein. The Participating Agency may change its NAC at any time, but must notify WPD and the CSO in writing of the change.

The NAC will be responsible for the following functions, as identified in the N-DEX Policy Manual and required by the CSO:

- a. Supervisory authority over the operation of N-DEX at the Agency
- b. Training on N-DEX policies
- c. Authorized use/dissemination of N-DEX information
- d. Attending and participating in the N-DEX audit process
- e. Maintaining agency-level records pertaining to N-DEX users and notifying the CSO of any changes
- f. Reporting violations or incidents of attempts to compromise N-DEX, FINDER, or information contained within the systems immediately to WPD and the CSO.
- g. Assuring completion of fingerprint based criminal history checks on all N-DEX users and notifying the CSO if an arrest history is found.
- h. If contributing data, assuring along with the Agency Source Data Administrator (SDA), as described in the N-DEX Policy Manual, that the configurable information sharing controls are set according to Agency requirements.
- i. Assuring Agency adherence to the N-DEX Policy Manual, CJIS Security Policy, and this Agreement.

### **SECTION III: ACCESS, DISCLOSURE, AND USE OF N-DEX INFORMATION**

#### **A. N-DEX USE – GENERALLY**

Participating Agency may access N-DEX records through FINDER under this Agreement only for the purposes specified in the Acceptable Use section of the N-DEX Policy Manual. All search requests to N-DEX shall have the appropriate use codes selected when searching N-DEX. Dissemination and use of information in the N-DEX system are governed by the restrictions set out in the User Identifier Requirement section of the N-DEX Policy Manual.

For data shared with the FBI's National Data Exchange (N-DEX) system, contributing agencies will, unless otherwise authorized as provided herein, use the version of the FBI ORI Sharing Template in use by the State of Florida, which restricts full data access to law enforcement agencies only, and provides "pointer" information to other criminal justice entities (i.e., an indication that information is held by a contributing agency, but not the content of that information). Contributing Agencies will retain full control over access to their data within N-DEX and have the ability to configure additional access restrictions via the FBI ORI Sharing Template. If a contributing agency prefers to modify the FBI ORI Sharing Template with respect to access restrictions of the Agency's data stored in N-DEX, access to the Template for that purpose will be granted by contacting the N-DEX Program Office at the FBI.

## **B. USE FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING**

Participating agencies may use N-DEx to conduct criminal justice employment background checks, including the screening of employees or applicants of other agencies over which participating agencies maintain management control, provided the correct use code “J” is selected and the User follows official FBI CJIS policy regarding Notice and Consent, Redress and Use Code J, as explained in the N-DEx Policy Manual. Specific requirements associated with the use of N-DEx to conduct criminal justice employment background checks are detailed in Appendix B.

## **C. N-DEx LOGGING**

1. The N-DEx system monitors successful and unsuccessful N-DEx logon attempts, file access, correlations, and type of transaction, regardless of the means of access.
2. WPD will prepare reports upon the request of the CSO and/or FBI N-DEx Program Office regarding N-DEx transaction reports processed through FINDER. All transaction files shall be protected to prevent unauthorized changes or destruction.
3. The “Search Reason” for all N-DEx searches must be entered and will be captured by FINDER and provided in transaction reports.
4. If a query is performed on behalf of another user or Participating Agency, the unique information associated with the request for assistance shall be captured by FINDER in the transaction report, and provided to the CSO upon request.
5. FINDER will capture both the user and the receiving agency identity as a result of the sign-on User ID and user’s assigned Agency ORI. The data entered in these fields will be reviewed as part of the triennial FDLE CJIS audit to assess compliance with standards for appropriate use and dissemination of N-DEx information.

## **D. AUDITING**

The FBI will include N-DEx system use audits in its triennial audits of FDLE as the CJIS Systems Agency (CSA). In addition, FDLE will include N-DEx audits in its normal triennial CJIS audits of each participating agency.

1. Both the FBI CJIS Division and the CSO may audit N-DEx use through FINDER at the agency and regional level. In addition, the FBI CJIS Division and the CSO may review any available WPD Self-Audit Reports as a further means of auditing compliance with N-DEx policies and requirements.
2. All such audits of N-DEx access through FINDER will be “system use” audits to assess the Participating Agency’s understanding of and compliance with N-DEx policies and requirements, as well as that of WPD.
3. For agencies contributing data, the audits may also review the frequency of submissions of data to N-DEx. Such N-DEx audits will not include data quality (e.g., completeness and accuracy) reviews for records contributed to N-DEx by the Participating Agency.

Rather, the CSO expects WPD and FINDER will conduct periodic data quality reviews.

**SECTION IV: EFFECTIVE DATE/DURATION/TERMINATION**

**A. EFFECTIVE DATE**

This MOU shall become effective when signed by the duly authorized representatives of the Participating Agency and the Windermere Police Department.

**B. DURATION**

This MOU shall continue in force indefinitely for so long as it continues to advance the Parties' purposes, contingent upon approval and availability of necessary funding.

**C. TERMINATION**

At any time either Party may provide ninety (90) calendar days' prior written notice to the other of its intent to withdraw from this MOU.

**SECTION V: NOTICE AND CONTACT**

A. All notices provided under or pursuant to this MOU shall be in writing, delivered either by hand-delivery; by email with read receipt requested; or by first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below.

B. The name and address of WPD's representative responsible for the administration of this MOU is:

Name: Chief David Ogden  
Address: Windermere Police Department  
620 Main Street  
Windermere, FL 34786  
Email: N-DEXsupport@town.windermere.fl.us

The name and address of the representative of the Participating Agency responsible for the administration of this MOU is:

Name: Jason Yarborough, ICMA-CM  
Address: City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286  
Email: jyarborough@cityofnorthport.com

[SIGNATURE PAGE FOLLOWS]

**SECTION VI: SIGNATORY PAGE**

TERMS AND CONDITIONS OF THIS MOU AGREED TO BY:

THE WINDERMERE POLICE DEPARTMENT:

**Signature:**  \_\_\_\_\_  
**Date:** July 31, 2020 \_\_\_\_\_  
**Name:** David Ogden \_\_\_\_\_  
**Title:** Chief of Police \_\_\_\_\_

THE PARTICIPATING AGENCY:

**Signature:** \_\_\_\_\_  
**Date:** September 22, 2020 \_\_\_\_\_  
**Name:** Jason Yarborough, ICMA-CM \_\_\_\_\_  
**Title:** Acting City Manager \_\_\_\_\_  
**Agency:** NORTH PORT POLICE DEPARTMENT \_\_\_\_\_

## APPENDIX A POLICY MANUALS

The current version of the **N-DEx Policy and Operating Manual** is Version 5.0 dated September 21, 2018, but may be amended by the FBI CJIS Advisory Policy Board, in which event the latest version is controlling.

See <https://www.fbi.gov/file-repository/policy-and-operating-manual.pdf/view>

The current version of the **FBI CJIS Security Policy** is Version 5.8 dated June 1, 2019, but may be amended by the FBI CJIS Advisory Policy Board, in which event the latest version is controlling.

See <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

To request a paper or PDF copy of either or both manuals, please direct an email to:

[N-DEXSupport@town.windermere.fl.us](mailto:N-DEXSupport@town.windermere.fl.us)

## **APPENDIX B USE OF N-DEX FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING**

For agencies using N-DEX to conduct Criminal Justice Employment Screening, one of the following statements, at a minimum, must appear on the User's Notice and Consent form to the applicant for employment:\*

Notice and Consent:

### General Statement:

The [Participating Agency's] acquisition, retention, and sharing of information related to your employment application is generally authorized under 28 C.F.R. section 20.33 and F.S. s. 943.053(3) (a) and Ch. 119. The purpose for requesting this information is to conduct a complete background investigation pertaining to your fitness to serve as a [employee type]. This background investigation may include inquiries pertaining to your [employment], [education], [medical history], [credit history], [criminal history] and any information relevant to your character and reputation. By signing this form, you are acknowledging that you have received notice and have provided consent for [Participating Agency] to use this information to conduct such a background investigation, which may include the searching of [N-DEX], [criminal justice databases], [private databases], and [public databases].

### Specific N-DEX Statement:

I authorize any employee or representative of [Participating Agency] to search N-DEX to obtain information regarding my qualifications and fitness to serve as a [employee type]. I understand that N-DEX is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in N-DEX may be used for the official purpose of conducting a complete employment background investigation. I also understand that any information found in N-DEX will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release [Participating Agency] from any liability or damage that may result from the use of information obtained from N-DEX.

### Redress:

If employment is denied solely due to information obtained from N-DEX, and the applicant challenges the accuracy or completeness of those records, Participating Agency (the denying agency) shall provide the applicant with the contact information of the agency contributing (owning) the information underlying the decision to deny. After receiving a written request from the applicant challenging the accuracy or completeness of the record used to deny employment, the contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has confirmed the accuracy or completeness of its records or whether the records will be corrected. If the applicant does not receive a response from the contributing (record-owning) agency within 30 days from the date of the applicant's written request, the applicant may contact the FBI CJIS Division N-DEX Unit, 1000 Custer Hollow Rd, Clarksburg, WV 26306. The FBI shall forward the challenge to the contributing (record-owning) agency for verification or correction. The contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has verified its records or whether the records will be corrected. Agencies should inform applicants of the applicant's responsibility to provide any corrected information to the Participating Agency (denying agency)

that may assist the contributing (record-owning) agency in its research on behalf of the applicant.

An applicant wishing to challenge the accuracy or completeness of his or her Florida criminal history record, if one exists, may also use the procedures for personal review set forth in F.S. s. 943.056 and F.A.C. Rule 11C-8.001.

Use Code "J":

All use of N-DEx for criminal justice employment background investigations shall require Use Code "J." Agencies that contribute records to N-DEx shall be permitted and enabled to reject Use Code "J" requests. When N-DEx is searched as part of a criminal justice employment background investigation, the fact that the search was conducted must be documented in the applicant's file. If information accessed through N-DEx is viewed and used during the criminal justice employment background investigation, the Participating Agency must document in the applicant's file: (1) that the Participating Agency (requesting agency) received advanced authorization for the use of the information for employment purposes from the contributing (record-owning) agency and (2) that the Participating Agency (requesting agency) has confirmed the accuracy of the information with the contributing (record-owning) agency.

\*Items in brackets may be filled in or deleted as appropriate.