

MEMORANDUM OF UNDERSTANDING (QUERY ONLY)

This Memorandum of Understanding (MOU) is made by and between the Center for Law Enforcement Technology, Training & Research, Inc., a not-for-profit Florida corporation with principal offices located at:

The Center for Law Enforcement Technology, Training & Research, Inc.
3452 Lake Lynda Drive, Suite 190
Orlando, FL 32817
(407) 545-3730

hereinafter referred to as "LETTR" and the:

City of North Port
4970 City Hall Blvd.
North Port, FL 34286

hereinafter referred to as "CITY." As used herein, "AGENCY" shall mean the North Port Police Department. AGENCY's designated contacts are as follows:

Law Enforcement Point of Contact: Julie Novak

Contact Phone: (941) 429-7310

Contact email: jnovak@northportpd.com

Information Technology Point of Contact: Commander John McDowell

Contact Phone: (941) 429-7357

Contact email: jmcdowell@northportpd.com

AGENCY agrees to notify LETTR in writing if there are any changes to the above contacts.

A. The Center for Law Enforcement Technology, Training & Research, Inc.

The primary purpose for the establishment of LETTR as a 501(c)(3) non-profit corporation in 2007 was to consolidate resources and to maintain and protect intellectual property associated with the Florida Integrated Network for Data Exchange and Retrieval (FINDER). FINDER® is an information sharing system built through the cooperative efforts of Florida law enforcement agencies and the University of Central Florida (UCF).

B. Purpose and Term of this MOU

The purpose of this MOU is to set forth the terms and conditions under which LETTR will provide FINDER access to the AGENCY for the period of October 1, 2020, through September 30, 2021. The provisions of this MOU which govern AGENCY's use of FINDER will remain in effect beyond the expiration of this MOU should AGENCY continue utilizing the FINDER system for any period of time not covered by a subsequent MOU.

C. Performance Under this MOU by LETTR

For the period of this MOU, LETTR agrees to:

1. Provide technical support for versions of the FINDER application that are deployed during the period of this MOU.
2. To the extent permitted by LETTR's resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Florida Law Enforcement Data Sharing Consortium ("Consortium"), LETTR will develop and deploy enhancements to the FINDER system that address public safety needs.
3. To the extent permitted by LETTR's resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Consortium, LETTR will assist AGENCY with information sharing needs that may or may not be directly related to FINDER.
4. Pursuant to the Bylaws of the Consortium, AGENCY may appoint one member and one alternate to the Steering Committee of the Consortium. Unless AGENCY instructs LETTR otherwise, AGENCY's representative on the Steering Committee will be the Law Enforcement Point of Contact listed on page 1 hereof. Said representative will receive notification of all Consortium meetings and other issues of importance to the membership.
5. Public Record of Agreement

- a. LETTR 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), LETTR 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 LETTR fail to comply with the public records laws, AGENCY or CITY may immediately terminate this agreement by delivering a written notice of termination to LETTR 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 (LETTR) 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.**

6. LETTR 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 Security Policy which can be found at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. The current version is 5.9 dated June 1, 2020, and named CJISD-ITS-DOC-08140-5.9.
2. AGENCY's use of FINDER is contingent upon the AGENCY retaining authorized access to Florida's Criminal Justice Network (CJNet). The AGENCY's access to CJNet is governed by the Criminal Justice User Agreement between the AGENCY and the Florida Department of Law Enforcement (FDLE).
3. AGENCY's use of FINDER must follow, where applicable, the requirements established in the CJNet User Agreement. These requirements 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 FINDER only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening. Records contained in FINDER 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@lettr.org.
5. AGENCY's use of FINDER must follow specific requirements that were developed by LETTR in conjunction with the Consortium. These requirements are:
 - a. The AGENCY shall permit LETTR 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 LETTR personnel to access AGENCY's local 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.
6. LETTR 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 FINDER.

E. Data Ownership; Accuracy; Security

1. All records in FINDER 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.
2. Through FINDER, LETTR may provide access to records from NCIS's Law Enforcement Information Exchange (LInX), a national data sharing system exclusively for law enforcement. By separate MOU (see J.2. hereof), LETTR may also provide access to records from the FBI's National Data Exchange (N-DEX).
3. 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. CITY and AGENCY understand that LETTR, its officers, 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 relying upon information transmitted through FINDER.
2. To the extent provided by law, the AGENCY agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, or transmitted through FINDER. Nothing herein shall be construed to be a waiver of sovereign immunity.
3. To the extent provided by law, LETTR agrees to be responsible for the 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 FINDER.
4. LETTR acknowledges that it has the right to conduct the foregoing services and, to the best of its knowledge, the activities hereunder do not conflict with any duties or obligations of LETTR to any other agency, entity or third party. LETTR 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. LETTR is not liable for any direct, indirect, consequential, special or other damages suffered by AGENCY as a result of AGENCY's use of LETTR's services, unless there is a showing of gross negligence or willful misconduct on behalf of LETTR.

G. Patents; Copyrights; Intellectual Property

1. Except to the extent that other provisions are made by law or governing administrative authority, ownership of patents, copyrights, software or intellectual property of any type that result from LETTR's performance under this MOU, including, but not limited to, all FINDER applications, upgrades and parsers, will remain with LETTR.
2. AGENCY shall have a nonexclusive, nontransferable, non-commercial, royalty-free license, without right to sublicense, for the effective period of this MOU, for the FINDER software application and all software developed by LETTR on AGENCY's behalf.

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 CITY or AGENCY, LETTR is not obligated to refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
2. LETTR may terminate this MOU immediately, without advance notice, in the event AGENCY or CITY breaks any obligation hereunder. LETTR is not obligated to refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
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. Payment

In consideration for the services provided during the term of this MOU, CITY agrees to pay \$2,500.00 to LETTR at the address set forth on page 1 hereof. LETTR will provide AGENCY with an invoice which shall be due within sixty (60) days of the invoice date.

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 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).

K. Amendments

This MOU may only be amended by written mutual agreement of authorized representatives from LETTR, CITY and AGENCY.

L. Assignment

Neither party may assign this MOU without the prior written consent of the other party.

M. 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.

N. 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.

O. Nondiscrimination

CITY and AGENCY do 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. LETTR shall not administer this MOU in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristics. Reasonable accommodations necessary for AGENCY members to use LETTR products, and who may require accommodation for disabilities as provided by law, are solely the responsibility of AGENCY.

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



For LETTR
Ernie Scott, Executive Director

Date 7/31/2020

CITY OF NORTH PORT, FLORIDA

ATTEST:

By: _____

Jason Yarborough, ICMA-CM
Print Name

Heath Taylor, CMC
Print Name

Acting City Manager
Title

City Clerk
Title

Date: _____

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____

Amber L. Slayton

Print Name

City Attorney

Title