

MEMORANDUM OF UNDERSTANDING

Electronic License and Vehicle Information System (ELVIS)

WITNESSETH

WHEREAS, on September 22, 2020 (“Effective Date”) this MOU is entered into by and between, the City of Tallahassee on behalf of the Tallahassee Police Department, hereafter referred to as TPD, and the City of North Port, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, TPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both TPD and the CA have entered in Criminal Justice User Agreements (UA) 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, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, TPD presently has the benefit of Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC, and;

WHEREAS, the CA wishes to utilize ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and;

WHEREAS, TPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the TPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.
2. TPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

3. TPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJI prior to being granted access. TPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. TPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.
4. TPD will maintain a current and complete list of all personnel who have been authorized to access CJI. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.
5. TPD shall provide to the CA the list of all personnel who are authorized access to CJI inside ELVIS.
6. TPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and UA.
7. When any change occurs to the list of authorized personnel, the TPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.
8. TPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, TPD shall perform a name-based check via the FCIC message switch, including, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJI in ELVIS.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in ELVIS, the TPD shall immediately notify the CA via formal correspondence of the individual's activity.
11. TPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in ELVIS.
12. The CA shall be entitled to use, through agents and employees of the TPD, the ELVIS interface located at the TPD for the purpose of gaining access to NCIC and FCIC Information Systems for law enforcement purposes.
13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of NCIC and FCIC with regards to the use of any device accessing CJI and/or ELVIS under the terms of this MOU.
14. The CA agrees to abide by all terms and conditions of the most recent UA executed between FDLE and the CA.

15. The CA agrees that it shall make use of the ELVIS access in compliance with the CSP.
16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.
17. The CA agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information Systems by the CA, CA's agents, and the CA's authorized designees.
18. TPD agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information System entered by TPD, TPD agents, and TPD's authorized designees.
19. Nothing contained herein shall be constructed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
20. The CA retains ownership of all records created inside ELVIS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to respond appropriately to any and all public records requests regarding those records.
21. The CA grants TPD permission to retain and host all records created inside ELVIS by the CA in accordance with the CSP and FDLE UA.
22. The CA grants TPD and aforementioned personnel provided in section 1 permission to view and create records in FSU ELVIS on behalf of the CA solely for the purposes of training or troubleshooting.
23. The CA agrees that neither TPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. TPD agrees to forward all public records requests it receives for records created and/or owned as described in section 20 by the CA to the CA.
24. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting ELVIS access to agency owned devices and forbidding access and use of ELVIS on personally owned or public devices.
25. TPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by TPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.
26. TPD shall have formal written guidelines defining the processes associated with implementation of this MOU.

27. TPD will forward a copy of this MOU to the FDLE CSO.
28. The term of this MOU shall commence on the Effective Date and shall remain in full force and effect until terminated in accordance with the terms herein.
29. Either party may terminate this MOU upon sixty (60) business days' written notice or immediately by TPD without notice upon finding that the CA has violated terms of this MOU, or immediately by the CA without notice upon finding that TPD has violated the terms of this MOU.
30. This MOU constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.
31. This MOU supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between TPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.
32. The City of Tallahassee values the diversity of all citizens in the community and welcomes participation from all interested parties in its programs, services, and activities, regardless of cultural identity or background. As a recipient of federal financial assistance, the City complies with Title VI of the Civil Rights Act of 1964 and is committed to promoting the comprehensive realization of equal opportunity and equal access to all of its programs, services, and activities regardless of race, color, national origin, sex, religion, age, disability, marital or family status, sexual orientation, gender identity, or any other characteristic protected by law. The City will not tolerate any form of proscribed discrimination in any of its programs, services, or activities. Further, the City will not tolerate any form of retaliation directed against an individual who complains of discrimination pursuant to this policy or who participates in any investigation concerning discrimination pursuant to this policy.

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

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

Tallahassee Police Department

Agency Name (TPD)

Authorized Signatory (TPD)

Date

Lawrence Revell, #100

Chief of Police

Printed Name / ID #

Title

ATTEST TO:

By: _____

James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: _____

Theresa A. Flury, Asst. City Attorney

Authorized Signatory (CA)

Date

Debbie McDowell

Mayor

Printed Name

Title

IN WITNESS WHEREOF, the Parties have executed the Agreement on _____,
2020.

CITY OF NORTH PORT, FLORIDA

By: _____
Debbie McDowell, Mayor

ATTEST:

By: _____
Heather Taylor, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber Slayton, City Attorney