

MEMORANDUM OF UNDERSTANDING
REGARDING FLORIDA’S FACIAL RECOGNITION NETWORK

This Memorandum of Understanding (“Agreement”), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the “Sheriff”) and the City of North Port, Florida (referred to herein as “Partner”), establishes a relationship between Sheriff and Partner under which the Sheriff will grant access to Florida’s Facial Recognition Network, hosted by the Pinellas County Sheriff’s Office.

WHEREAS, the Pinellas County Sheriff's Office maintains the largest collaborative open model Face Recognition System in the U.S. and exclusively hosts Florida's Facial Recognition Network (“FR-Net”). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for facial recognition (“FR”) search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies; and

WHEREAS, The City of North Port Police Department (“NPPD”) is a law enforcement agency and a department of the Partner; and

WHEREAS, Sheriff will grant access and make information available to the Partner for the use of the NPPD to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System (“FACES”); and

WHEREAS, the parties previously entered into a Memorandum of Understanding granting Partner and the North Port Police Department access to Florida’s Facial Recognition Network and FACES (“Previous MOU”) effective on or around May 4, 2015; and

WHEREAS, the parties mutually desire to terminate the Previous MOU and enter a new Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall be effective on the date upon which it is signed by the Sheriff and/or ratified by the City Commission, whichever occurs last ("Effective Date"). This agreement shall continue until terminated by either party pursuant to the procedures described in paragraph 6 of this MOU.

2. Sheriff's Obligations

- A. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACES.
- B. Provide the Partner with access to the FACES application after successful completion of the FACES online training materials by Partner's selected members and their demonstrated competency with the FR process.
- C. To develop and provide standard operating policies and procedures, connectivity protocols, and user documentation to the Partner to ensure the lawful and proper use of FACES.

3. Obligations of Partner

- A. All of Partner's NPPD personnel with access to FR-Net and FACES must successfully complete the FACES Online training.
- B. Partner agrees that the FACES application is for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will

result in immediate termination of this Agreement and immediate loss of Partner's access to FACES.

- C. Partner agrees that FACES results are investigative leads to assist with subject identification and/or verification.
- D. The Partner is responsible for the NPPD's identity adjudications and agree that the NPPD will take law enforcement action based upon its officer's own identity determinations.
- E. Partner agrees that it will only allow NPPD employees to register as Users and further agrees that Sheriff is to be notified immediately when registered Users have a change in employment status or duty assignment where FACES access is no longer needed.
- F. Partner agrees to participate in project related evaluations to determine the effectiveness of the FACES application.

4. Reporting of Arrests

Partner agrees to notify Sheriff as soon as possible, and in no event later than 5 business days, after an arrest(s) resulting from the use of FACES.

5. Continuity of Operations

The parties agree that if the FR system is unavailable for any reason, Sheriff's first obligation is to restore services for Sheriff. If Partner's interface is not functioning for any reason, Sheriff will provide its best efforts to assist in the restoration of Partner's services, but only after Sheriff's needs are met. Best effort is determined solely by the Sheriff.

6. Termination

A. The parties agree that upon the Effective Date of this Agreement, the Previous MOU entered into by and between the parties is terminated.

B. This Agreement may be terminated by either party without cause, upon no less than thirty (30) calendar days written notice to the contacts listed in Section 8.

C. If Partner breaches this Agreement, this Agreement may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

7. Indemnification Liability and Defense of Legal Actions

THE SHERIFF AND PARTNER AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS, AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGES, CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Agency Contacts

Sheriff: Jacob Ruberto, Biometric Operations Analyst
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner: Michael Baute, Captain
North Port Police Department
4980 City Hall Boulevard
North Port, FL 34286
(941) 429-7412
mbaute@northportpd.com

With Notices and Demands
Sent to: City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
northportcityattorney@cityofnorthport.com

9. 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.

On the day and year stated below, the parties hereto have executed this Agreement.

(The City Commission approved this Agreement on _____, 2020)

CITY OF NORTH PORT, FLORIDA

By: _____
Debbie McDowell
Mayor

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

Heather Taylor, CMC
City Clerk

Amber L. Slayton
City Attorney

(The Sheriff of Pinellas County, Florida approved this Agreement on _____, 2020)

SHERIFF OF PINELLAS COUNTY, FLORIDA

By: _____

Bob Gualtieri

Sheriff, Pinellas County