

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the "Sheriff") and the _____, (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 (FR-Net), 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 FR search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

WHEREAS Sheriff will grant access and make information available to the Partner to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System (FACES).

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 has been signed by both parties ("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 and 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 Partner personnel must successfully complete the FACES Online training.**
- B. Partner agrees 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 the MOU and immediate loss of access to FACES.**
- C. The Partner agrees FACES results are investigative leads to assist with subject identification and/or verification.**
- D. The Partner agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination.**

- E. Partner agrees that it will only allow its employees to register as Users and further agrees that Sheriff is to be notified immediately when Partner personnel 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

- A. Partner agrees to notify Sheriff as soon as possible, and in no event not later than 5 business days, after an arrest(s) resulting from the use of FACES.

5. Continuity of Operations

- A. Sheriff and Partner agree that if the facial 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 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. This MOU 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.

- B. If Partner breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

7. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold Partner, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Sheriff, its employees or agents, in the performance of its obligations under this MOU.
- B. Partner agrees to indemnify and hold Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Partner, its employees or agents, in the performance of its obligations under this MOU.

8. Agency Contacts

Sheriff:

Jacob Ruberto, Technical Support Specialist
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner:

9. Approval

PARTNER

BY _____

Date _____

SHERIFF

Bob Gualtieri,
Sheriff, Pinellas County

BY _____

Date _____

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 8-19-19