

8. CONSENT AGENDA (ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER/CITY CLERK, OR A COUNCIL MEMBER, PRIOR TO THE MEETING)

- r. Approval of a Memorandum of Understanding with the Florida Department of Law Enforcement for accessing and sharing law enforcement records information with initial costs funded by a federal grant

MEMORANDUM

May 25, 2010

TO: City Manager Judie Zimomra

FROM: Police Chief William Tomlinson

RE: Memorandum of Understanding / Florida Department of Law Enforcement

Staff recommends entering a Memorandum of Understanding (MOU) with the Florida Department of Law Enforcement (F.D.L.E.) for the purpose of accessing and sharing law enforcement records information.

The intent of this project is to link law enforcement records for the purpose domestic security.

This agreement will permit the authorized Sanibel Police Department staff to share and access law enforcement records throughout the State of Florida.

The initial costs associated to this project have been funded through a federal grant.

MEMORANDUM OF UNDERSTANDING

v. 1.0

BETWEEN

**THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT
(FDLE)**



AND

**THE SANIBEL POLICE DEPARTMENT FOR THE IMPLEMENTATION OF
THE REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM
(R-LEX)**

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Regional Law Enforcement Exchange Memorandum of Understanding

I. BACKGROUND/PURPOSE

Recognizing a need for more efficient statewide law enforcement data sharing, a group of representatives from state and local law enforcement agencies were empanelled to create the Florida Information Sharing Workgroup. The workgroup eventually created and published Florida's Criminal Information Sharing Strategy containing a number of recommendations. Chief among them was the regional concept of information sharing, calling upon each Regional Domestic Security Task Force (RDSTF) region to have an information sharing project. The regional projects could then later be "linked" together to form a statewide mechanism for sharing law enforcement data.

In lieu of purchasing separate systems, the Tallahassee, Ft. Myers, and Miami regions, along with the state node (consisting of statewide law enforcement agencies) agreed to participate in a joint procurement process for a Regional Law Enforcement Exchange (R-LEX) system. In addition to the expected initial cost savings, a joint solution may also provide reduced costs for maintenance, support, and training. Users will also benefit in having a consistent user interface and analytical capabilities.

Representatives from each of the three regions and the state node have participated in an extensive solution design and procurement process. Utilizing funding provided by the United States Department of Homeland Security, an agreement, referred to herein as the R-LEX Agreement, has been entered into between the three regions, state node, and Knowledge Computing Corporation (KCC) for the acquisition and implementation of the R-LEX system. The R-LEX project will allow participating agencies to provide data (principally records management and jail management systems) to a secure "warehouse" where other participating agencies will have the ability to query the data. KCC's COPLINK product provides a user interface that includes detailed query and analytical capabilities that will allow for effective manipulation of the vast quantity of data.

The purpose of this MOU is to formally set forth the terms and conditions for participating in the R-LEX project, including the ownership and control of the information within the system. As used herein, references to the R-LEX Agreement shall include any subsequent amendments to that Agreement. It is intended to supplement but not supersede the previously-signed R-LEX Procurement MOU.

II. PARTIES

- A. The parties to this MOU are the Florida Department of Law Enforcement and the Sanibel Police Department.
- B. Other law enforcement agencies within the Tallahassee, Ft. Myers, and Miami Regions, along with the state node, may choose to participate in R-LEX by signing and agreeing to this R-LEX MOU with the Florida Department of Law Enforcement. Such agencies, upon becoming a party to the MOU, shall have the same rights, privileges, obligations, and responsibilities as all other parties, consistent with and as determined by the agency's use of the system.
- C. Law enforcement agencies in other Regions, and federal law enforcement agencies, may participate in the R-LEX system with the majority approval of the Executive Steering Committee (ESC) members and upon signing and agreeing to this MOU. (The structure of the ESC is defined in Section IX – Governance, below.)

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III. AUTHORITY

Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2009).

IV. SOURCE, STATUS, AND PURPOSE OF SHARED INFORMATION

- A. The R-LEX solution relies upon a cooperative partnership of law enforcement agencies (contributing Agencies) to provide records and other data from certain data systems under their control (sharing their data) as identified in Section 2 Objectives and Scope of the Statement of Work for R-LEX Project Implementation, Support, and Operations, September 24, 2009 (SOW), a copy of which is available on the R-LEX web site at <http://www.fdle.state.fl.us/Content/RLEX/Documents.aspx>. Contributing Agencies agree to share their identified data with each other and with other parties to this MOU.
- B. Each Agency participating in R-LEX does so under its own individual legal status, jurisdiction, and authority, and all R-LEX operations are based upon the legal status, jurisdiction, and authority of the individual participating agencies. The R-LEX data sharing initiative is not intended to, and shall not be deemed to have independent legal status. This MOU is an agreement between the parties and is not intended to create, and does not create or confer, on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise.
- C. The R-LEX warehouse system will be housed in the secure FDLE datacenter. In use, the system will be encrypted over the CJ-Net and only law enforcement agencies will have access to the data.
- D. R-LEX will only be populated with source information derived from each contributing Agency's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status.
- E. There is no obligation and there should be no assumption that a particular Agency's records housed in the R-LEX data warehouse represent a complete or accurate mirror image of that Agency's records system for any subject or person.
- F. Each Agency contributing data to R-LEX agrees to permit all data stored to be exportable in a NIEM/LEXS-compliant format for the purpose of sharing data with other participating agencies.
- G. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be non-record material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing Agency to incorporate such information as records of the accessing Agency in the Agency's own official records system(s) in accordance with that Agency's records management processes and any applicable contract or licensing agreement.

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V. RESPONSIBILITIES OF CONTRIBUTORS OF INFORMATION

- A. Each Agency retains sole ownership of and sole responsibility for the information it contributes, and may at will at any time update, correct, or delete any of its information contained in R-LEX. All system entries will be clearly marked to identify the contributing Agency.
- B. Each Agency will be responsible for ensuring sealed or expunged records are updated as such within the R-LEX system. The action will occur as an automated process, but can be performed manually by the vendor should the automated process fail.
- C. The contributing Agency has the sole responsibility and accountability for ensuring that no information entered into R-LEX was obtained in violation of any Federal, State, or local law applicable to the contributor and for ensuring compliance with all laws, regulations, policies, and procedures applicable to the Agency's entry and sharing of information into R-LEX, to include, but not limited to, firearm ownership data prohibited from being compiled by Section 790.335, Florida Statutes.
- D. In an effort to maintain system discipline, contributing Agencies shall submit data, including any updates or changes to the original submission, on at least a monthly basis. Updates and changes are encouraged as often as the contributing Agency can feasibly execute them.
- E. R-LEX includes an audit capability that will log user activity. Each Agency will designate a point of contact who shall have access to that member Agency's portion of the audit log. Internal requests for copies of the audit log may be forwarded to each member Agency for direct response to that member Agency's portion of the audit log.

VI. ACCESS TO INFORMATION

- A. Each Agency may restrict any investigative information that is deemed necessary for confidentiality or security purposes, understanding that costs related to out-of-scope (see Section 2.2, Project Scope of the SOW) restrictions or modifications will be the responsibility of the requesting agency.
- B. Newly discovered links, matches, relationships, interpretations, etc., located in the analysis of R-LEX information may be relevant and appropriate for preservation as independent records. It will be the responsibility of the accessing Agency to incorporate such information as records of the accessing Agency in the Agency's own official records system(s) in accordance with that Agency's records management processes. An Agency that desires to incorporate in its own separate records information contributed by another Agency, including any analytical products based on another Agency's information, must first determine the current status of that information from the entering Agency, and advise the entering Agency of its intent to use the data.
- C. An Agency member may not access R-LEX unless he or she has a legitimate, official need to know for an authorized criminal justice purpose.

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VII. USE AND DISSEMINATION OF INFORMATION

- A. Any release of information from the R-LEX system should be made in conformance with the exemptions from dissemination imposed by Florida law. Participating Agencies will not release information generated by another Agency without first consulting the originating (contributing) Agency to determine the current status of that information. Information which is exempt from disclosure by law may not be released without the permission of the originating Agency.
- B. Information obtained from the R-LEX system, including analytical products derived therefrom, shall not be used as a basis for enforcement or other official action, unless the user Agency first notifies and verifies the reliability and accuracy of the information with the Agency(s) that contributed the information in question.
- C. Information in the system shall not be disseminated outside of an accessing Agency without first obtaining express permission of each Agency that contributed the information in question unless the information is subject to disclosure by court order or applicable law. The owner of the information shall be subsequently notified of any and all disseminations made under this exception.
- D. The parties to this MOU recognize and acknowledge that any Agency having custody of information remains responsible for responding to public records requests for that information in accordance with applicable law (specifically, Chapter 119, Florida Statutes).
- E. Information or summaries of information from the R-LEX system may be shared with a non-participating law enforcement agency in the furtherance of a legitimate law enforcement investigation.

VIII. SECURITY

- A. Each Agency will be responsible for designating those employees who have access to R-LEX and 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.
- B. Each Agency shall designate an Administrator who will be authorized to add and delete users from the R-LEX system. Each Agency is responsible for notifying its Administrator to revoke user access to the R-LEX system when the user no longer requires or no longer is permitted access to the R-LEX system or has separated from the Agency.
- C. Each Agency is responsible for training those employees authorized to access the R-LEX system regarding the use and dissemination of information obtained from the system.
- D. Each Agency agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the R-LEX system, as that Agency would if it were an abuse of sensitive information in its own record system.
- E. Personnel, physical, administrative, and technical security shall be consistent with the FBI's CJIS Security Policy.

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IX. PROPERTY

- A. Equipment purchased to support the technical architecture of this consolidated effort and installed in the secure datacenter of the FDLE Headquarters will become the property of FDLE, and will be held for the use and benefit of the participating Agencies.
- B. I-box equipment purchased and installed at a participating Agency site to support this effort will become the property of that Agency.
- C. Each Agency accessing R-LEX for query purposes shall provide its own computers for its designated employees to use and access R-LEX. Configuration of the computer equipment owned by the accessing Agency shall be the responsibility of that Agency.

X. COSTS

- A. As detailed in the R-LEX Agreement, federal grant funding has been obtained or applied for in amounts sufficient to cover initial implementation of the R-LEX system.
- B. Each Agency will use a vendor provided interface box (I-Box) to extract and copy data to the R-LEX system. The cost, maintenance, and warranty replacement of each I-Box is provided for the first five (5) years of the R-LEX Agreement. Funding for the I-Box will be requested, but cannot be guaranteed beyond the term of the R-LEX Agreement.
- C. After the first year following implementation and the expiration of any applicable warranties, ongoing costs will be typical software/system maintenance costs. Efforts will be made to secure future federal grant funding to meet these costs; however such funding is not guaranteed. If future grant funding cannot be secured, the Executive Steering Committee (ESC) will seek other funding alternatives. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.
- D. During initial data configuration, mapping, uploading, testing and hardware and software installation, a participating Agency is required to provide, at its cost, personnel familiar with the agency databases, networks, and computer systems. Each Agency will also be required to provide, at its cost, internal resources to administer system access and coordinate training.
- E. Agency-specific operational costs such as internet connectivity fees or hardware to access the CJ-Net are not covered by grant funds.
- F. Each Agency is responsible for notifying FDLE (see contact below) at least sixty (60) days prior to performing any upgrade or replacement of any system feeding data to R-LEX. The R-LEX Agreement provides for twenty (20) hours of effort, annually, per data source to update existing data mappings as required by modifications in or to the underlying data source (i.e., version changes or customizations). This is likely to cover the updates required when performing minor upgrades to the R-LEX mappings, but major upgrades may exceed this cost and will be the responsibility of the Agency. KCC will provide a written estimate that should be taken into account as part of the overall cost of the upgrade or replacement.

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access to and use of the participating Agencies' data, or is otherwise in breach of this MOU.

- F. All information contributed or accessible to R-LEX by a terminating or terminated Agency will be deleted or rendered inaccessible by the Agency from R-LEX.
- G. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during an Agency's participation in this MOU shall survive any termination of that Agency's participation in R-LEX.
- H. Each Agency terminating or having its participation in R-LEX terminated will be responsible for the \$3,000 fee incurred in the removal of said Agency's data contributed to R-LEX.

XIV. AMENDMENTS

- A. This MOU may be modified upon the mutual written consent of the participating Agencies. However, the participating Agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of R-LEX governance (including adequately informing current and future parties).

XV. NOTICE AND CONTACT

- A. All notices provided under or pursuant to this MOU shall be in writing, delivered either by hand-delivery, or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below.
- B. The name and address of FDLE's representative responsible for the administration of this MOU is:

Name: John Booth, Assistant General Counsel

Address: Florida Department of Law Enforcement

2331 Phillips Road

Tallahassee, FL 32308

- C. The name and address of the representative of the participating Agency responsible for the administration of this MOU is:

Name: Chief William E. Tomlinson

Address: 800 Dunlop Road, Sanibel, FL 33957

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XVI. SIGNATORY PAGE

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)
AND
THE SANIBEL POLICE DEPARTMENT FOR THE IMPLEMENTATION OF
THE REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM (R-LEX)

AGREED TO BY:

FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT:

Signature: _____

Date: _____

Name: Gerald Bailey

Title: Commissioner

Agency: Florida Department of Law Enforcement

FOR THE AGENCY:

Signature: _____

Date: _____

Name: William E. Tomlinson

Title: Chief of Police

Agency: Sanibel Police Department

