MEMORANDUM OF UNDERSTANDING

BETWEEN

HENDRY COUNTY SHERIFF'S OFFICE

AND

THE CITY OF CLEWISTON COMMISSIONERS

FOR THE

USE OF THE SMARTCOP COMPUTER AIDED DISPATCH SYSTEM AND OTHER

SMARTCOP APPLICATIONS

This Memorandum of Understanding, herein referred to as MOU, is made between the Hendry County Sheriff's Office, herein referred to as HCSO, and the City of Clewiston Commissioners, herein referred to as the City.

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable considerations, the parties agree as follows:

1.) The City agrees to the following:

   a. HCSO will have full and total access (24/7) and use of

      i. Any City Servers or Services that are used to run or support SmartCop Applications

      ii. Any database(s) used for SmartCop Applications

      iii. SmartCop Computer Aided Dispatch System ("CAD")and SmartCop Applications

      iv. All network layers (OSI model)

      v. Full dominion and control over any device(s) that connects to HCSO networks and or infrastructure.

      vi. Any SmartCop Application backups.

vii. Any program that links to SmartCop
Applications, including but not limited to
programs that are bridged (linked) to
retrieve CAD or any other data from SmartCop
Applications.

b. HCSO will have sole administrative control and
rights over any device that will be used for the
SmartCop Applications.

c. All City Personnel with access to SmartCop
Applications or devices will be fingerprinted by
HCSO as retained Applicants.

d. Any device used to access SmartCop Applications or
any device that accesses the HCSO network or
infrastructure will be stored in a secure building
or locked vehicle/apparatus.

e. HCSO will have the final say in whether a user
receives access to SmartCop Applications.
   i. Any user denied access to SmartCop Applications
      by HCSO will not be allowed to have access to
      any office, apparatus, or other location where
      devices with SmartCop Applications are stored
      or otherwise located.

f. The City will purchase device(s) used to access
SmartCop Applications.

g. The City will provide the cellular or internet
connection for any device used to access SmartCop
Applications.

h. The City is responsible for the cost of replacement
or repair of any device.

i. The City will use the Mobile Device Management
Software ("MDM") chosen by HCSO.

j. The City will pay for the cost of each license
required to access the SmartCop Applications, except
for the MDM.

k. The City will turn over any device used to access SmartCop Applications once the device has reached end of life or is considered obsolete so it can be properly disposed of per CJIS security policies.

l. City Personnel with access to SmartCop Applications or devices with SmartCop Applications will complete security awareness training in accordance with CJIS security policies.

m. City will provide each SmartCop Application User with their own individual e-mail account.

n. City will choose a TOTP authenticator (i.e. Duo, Microsoft Authenticator, Google Authenticator) and provide each SmartCop Application User with a multi-factor authentication account.

2.) HCSO agrees to the following:

a. HCSO will provide Information and Technology ("IT) support to the City for any and all devices used to access SmartCop Applications.

b. HCSO will conduct all background investigations on those who will have access to SmartCop Applications.

c. HCSO will manage the retained prints of all of the City Personnel that have access to SmartCop Applications.

d. HCSO will be responsible for the cost and maintenance of the MDM.

e. HCSO will be responsible for the yearly maintenance fee related to SmartCop Applications.

f. HCSO will manage the security awareness training for the City Personnel

3.) Both Parties agree to the following:

    a. All CJIS security policies and requirements shall be followed

    b. Access to Criminal Justice Information ("CJI") will be limited to only information necessary to complete the assigned task.

    c. HCSO will advise the City on Criminal Justice Information System compliance matters, including providing audits to security practices to ensure compliance, and any other security rules or regulations applicable to the SmartCop Applications.

4.) This MOU shall be in effect upon the last signing party's signature and shall be in place until and unless either party provides sixty (60) days written notice of intent to terminate or cancel.

5.) This agreement shall be governed by the laws of the State of Florida. The exclusive venue for any litigation that arises out of this agreement or between parties whatsoever shall be in the State court located in Hendry County, Florida and the Federal Court located in Lee County, Florida.

6.) Notwithstanding, nothing in this agreement or any attachments, exhibits, amendments, addendums, or any other document related to this agreement is intended nor shall it be construed or interpreted to waive or modify either party's immunities and limitations on liability provided for in Florida State Statute 768.28 as now worded or as may hereafter be amended and the strict financial limitations set forth therein. Said limitations shall be applicable to all claims or defenses including but not limited to those arising under contract or tort (including negligence.)

7.) Any future amendment or modification of, or supplement to this agreement will be effective only if it is in writing signed by both the City and HCSO.

8.) No waiver by any party of any provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

9.) Nothing herein is intended, nor shall be construed as creating any rights, claims, duties, or obligations as regards any person or entity not a signatory to this agreement.

10.) Subject to the limitations set forth in Florida State Statute 768.28, each party shall hold harmless the other, and it's employees, of and from any and all claims (direct and derivative), damages, costs, expenses, demands of whatsoever kind in nature, and causes of action, arising from or related to the respective party's performance, nonperformance, action(s), and/or failure(s) to act related to any duty or obligation imposed pursuant to this agreement.

11.) City shall hold HCSO harmless from any liability arising from City's performance of this agreement and HCSO shall hold City harmless from any liability arising from HCSO's performance of this agreement. Nothing in this paragraph waives any immunity provided by laws for rights under the Florida Tort Claims Act as those relate to third-party claims against one or the other.

IN WITNESS WHEREOF, the parties agree to the terms provided herein and have caused this agreement to be duly executed as of the day and year set forth herein.

HENDRY COUNTY SHERIFF'S OFFICE	CITY OF CLEWISTON COMMISSION
STEVE WHIDDEN, SHERIFF	JAMES PITTMAN, MAYOR
483 E. COWBOY WAY	115 W. VENTURA AVENUE
LABELLE, FLORIDA 33935	CLEWISTON, FLORIDA 33440
(863) 674-5600	(863) 983-1484

BY:_____   BY:_____

Steve Whidden, Sheriff   James Pittman, Mayor

DATE:_____   DATE:_____