



**City of LaBelle Board of Commissioners
Agenda Request**

To: Honorable Mayor and City Commission
Prepared By: Fire Chief Brent Stevens
Date of Meeting: 07/10/2025
Date Submitted: 06/30/2025
Title of Agenda Item: HCSO CAD MOU
Agenda Location: Consent Agenda Item

Report in brief:

MOU between the City of LaBelle & the Hendry County Sheriff's Office for the use of the CAD. This system will provide mapping, call notes, and times readily available in all our fire units via IPAD.

Staff Comments: MOU has been reviewed & approved by Derek.

Fiscal Impact: 2025 -

Has the request been budgeted? Yes No

If yes, expected cost and account name.

If no, amount needed and proposed account:

Recommended Actions: Review and Approve

MEMORANDUM OF UNDERSTANDING
BETWEEN
HENDRY COUNTY SHERIFF'S OFFICE
AND
THE CITY OF LABELLE 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 LaBelle 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

STEVE WHIDDEN, SHERIFF
483 E. COWBOY WAY
LABELLE, FLORIDA 33935
(863) 674-5600

BY: _____

Steve Whidden, Sheriff

DATE: _____

CITY OF LABELLE

COMMISSION

Julie C. Wilkins, MAYOR
481 W. Hickpochee Ave
LaBelle, FLORIDA 33935
(863) 675-2872

BY: _____

Julie C. Wilkins, Mayor

DATE: _____