

Resolution 2023-R-22

Authorizes the execution of a Memorandum of Understanding between FINDER Software Solutions, LLC and the City of Irondale for participation in the FINDER data sharing system

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. is hereby authorized to execute a Memorandum of Understanding with FINDER Software Solutions, LLC for the City of Irondale Police Department to participate in the FINDER data sharing system in substantially the form set forth in Exhibit A. The price for participation in this data sharing system shall not exceed \$1,997.50 for the term of the Memorandum of Understanding.

ADOPTED & APPROVED: This 7th day of March, 2023.

John London, President Pro Tem

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 7th day of March, 2023, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION
IN THE FINDER DATA SHARING NETWORK

This Memorandum of Understanding (MOU) is made by and between FINDER Software Solutions, LLC, a Florida limited liability company, hereinafter referred to as "FSS", with offices at:

FINDER Software Solutions, LLC
11315 Corporate Blvd, Suite 110
Orlando, FL 32817
(407) 545-3730

and the:

CITY OF IRONDALE for the Irondale Police Department
100 S. 20th Street
Irondale, AL 35210

hereinafter referred to as "AGENCY." AGENCY will provide designated Points of Contact on "Exhibit A" attached hereto and agrees to notify FSS if there are any changes to their designated contacts.

A. Background

FINDER® is the Federated Integrated Network for Data Exchange and Retrieval, an information sharing system developed more than 20 years ago through the cooperative efforts of Florida law enforcement agencies and the University of Central Florida. FINDER was built BY law enforcement, FOR law enforcement, to provide a collaborative framework for the sharing of police records and other data sources to increase officer safety, maximize investigator efficiency, and reduce crime.

B. Purpose; Term; Auto-Renewal

The purpose of this MOU is to set forth the terms and conditions under which AGENCY will participate in the FINDER data sharing system from April 1, 2023, through September 30, 2023. Unless terminated by either party pursuant to the Termination provisions hereof, this MOU will automatically renew for successive one-year periods at the then-current subscription rate. FSS will notify AGENCY at least ninety (90) days prior to any anticipated price increase. The provisions of this MOU which govern AGENCY's use of FINDER will remain in effect should AGENCY continue utilizing the FINDER system for any period of time not covered by a subsequent MOU.

C. Performance Under this MOU by FSS

For the period of this MOU, FSS agrees to:

1. Provide technical support for the FINDER application and any optional features that are deployed to AGENCY during the period of this MOU.
2. Develop and/or modify "parsers" necessary to ensure quality data sharing between AGENCY and the FINDER system.
3. FSS, in its sole discretion, may develop and deploy enhancements to the FINDER system that address public safety needs.

4. FSS, in its sole discretion, may assist AGENCY with information sharing needs that may or may not be directly related to FINDER.
5. FSS shall abide by all aspects of the FBI's CJIS Security Policy referenced in D.1. below and the CJIS Security Addendum attached thereto, as either may be amended from time to time.

D. Performance Under this MOU by AGENCY

For the period of this MOU, AGENCY agrees that:

1. AGENCY must follow the current U. S. Department of Justice Criminal Justice Information Services Security Policy which can be found at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.
2. AGENCY's use of the FINDER system is contingent upon the AGENCY having internet access and utilizing the secure FINDER network for cross-jurisdictional data sharing.
3. AGENCY's use of the FINDER system must follow certain requirements which include, but are not limited to:
 - a. Use of the FINDER system is restricted to the administration of criminal justice or as otherwise specifically authorized or required by law. AGENCY will allow only properly screened, authorized personnel to have access to information contained within the FINDER system.
 - b. It is the responsibility of the AGENCY to ensure that access to FINDER is for authorized purposes only and to regulate proper access to and use of the system and information at all times.
 - c. The AGENCY will disseminate information derived from the FINDER system only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening. Records contained in the FINDER system must be verified with and documented by the contributing agency.
4. AGENCY is only authorized to provide FINDER access to their own personnel. Requests from other agencies for a FINDER user account, including for multi-agency task forces, should be referred to support@findersoftware.com. However, if AGENCY hosts other agencies on their RMS and/or CAD system, AGENCY may permit authorized personnel from such hosted agency to access AGENCY's FINDER server after verifying with FSS that the hosted agency also has a current MOU in place with FSS.
5. AGENCY is responsible for ensuring that records subject to orders for expunction or sealing are appropriately removed from AGENCY's FINDER server and other data sharing systems. AGENCY controls which of its personnel have access to the "Data Expunge Utility" in FINDER.
6. AGENCY's use of FINDER is subject to the following specific requirements:
 - a. The AGENCY shall permit FSS personnel to conduct inquiries with regard to any alleged or potential security violations, as well as for routine audits. AGENCY personnel should be on notice that the FINDER system logs every query.

- b. If AGENCY has FINDER installed locally, AGENCY will permit FSS personnel to access AGENCY's FINDER server (via secure remote connection) as necessary for FINDER updates and/or troubleshooting.
 - c. Any public records request made to the AGENCY for information from the FINDER system will be forwarded to the law enforcement agency that is the original contributor of the requested information.
 - d. An Agency reporting or classifying an individual as a criminal gang member, criminal gang associate, sexual predator, sexual offender or any other type of offender or defined association within FINDER is solely responsible to ensure the individual meets the statutory definition thereof.
7. FSS is not responsible for the acquisition, maintenance, operation or repair of AGENCY's workstations or servers, or for supplies or software licensing therefor; or for AGENCY's personnel costs related to the use of the FINDER system.

E. Data Ownership; Accuracy; Security

1. AGENCY retains sole ownership of, exclusive control over, and sole responsibility for the information it contributes and may at any time update or correct any of its information in FINDER, or delete some or all of AGENCY's data from FINDER or any other data sharing system connected to the FINDER system.
2. Information submitted by AGENCY will not be altered or changed in any way except by AGENCY or with AGENCY's express written consent.
3. All records in the FINDER system will be clearly marked to identify which law enforcement agency contributed the data. Records must be verified by the contributing agency before using the information for affidavits, subpoenas, warrants or any other purpose.
4. If AGENCY is not already doing so, FSS may share AGENCY's records and/or provide AGENCY access to other national data sharing systems that are exclusively for law enforcement, such as the FBI's National Data Exchange (N-DEX) or NCIS's Law Enforcement Information Exchange (LInX).
 - a. Additional MOU(s) may be required to authorize AGENCY's sharing with or access to other systems.
 - b. If AGENCY does not wish to share or receive data nationally via the FINDER system, AGENCY must notify FSS in writing at the time of execution of this MOU.
5. The data provided by the AGENCY is never owned by FSS, other data sharing systems, third party vendors or government organizations. No agreement entered into by FSS on behalf of the AGENCY to share data with a national system will transfer ownership of AGENCY's data to any other party.
6. Each party 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. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the FINDER system as if it were an abuse of their own sensitive information systems.

F. Liability

1. AGENCY understands that FSS, its managers, officers, agents, and employees shall not be liable in any claim, demand, action, suit or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions or detrimental reliance of the personnel of the AGENCY in entering, removing or relying upon information transmitted through the FINDER system.

2. To the extent provided by law, the AGENCY agrees to be responsible for the intentional or grossly negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or transmitted through the FINDER system. Nothing herein shall be construed to be a waiver of sovereign immunity.
3. To the extent provided by law, FSS agrees to be responsible for the intentional or grossly negligent acts or omissions of its personnel arising out of their programming services or involving any information contained in, received from, entered into or transmitted through the FINDER system.
4. FSS acknowledges that it has the right to provide the foregoing services and, to its knowledge, the activities hereunder do not conflict with any duties or obligations of FSS to any other agency, entity or third party. FSS makes no representations or warranties, expressed or implied, regarding its performance under this MOU including, but not limited to, the marketability, use or fitness for any particular purpose of the services or non-infringement of rights pursuant to the provision of services under this MOU. FSS is not liable for any direct, indirect, consequential, special or other damages suffered by AGENCY as a result of AGENCY's use of FSS's services, unless there is a showing of gross negligence or willful misconduct on behalf of FSS.

G. Patents; Copyrights; Intellectual Property

1. Ownership of patents, copyrights, software or intellectual property of any type that result from any arrangement arising from this MOU or FSS's performance under this MOU, including, but not limited to, all FINDER applications, upgrades and parsers, will remain with FSS.
2. FSS will grant a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable right and license to use the FINDER software application and any other software developed by FSS for AGENCY solely for the purposes of using such software for its intended purpose.

H. Termination

1. Either Party may terminate this MOU at any time by giving thirty (30) days written notice to the other party. If termination is exercised by AGENCY, FSS is not obligated to refund any monies previously paid to FSS by AGENCY or on AGENCY's behalf.
2. FSS may terminate this MOU immediately, without advance notice, in the event AGENCY breaches this MOU or fails to fulfill its obligations hereunder. FSS is not obligated to refund any monies previously paid to FSS by AGENCY or on AGENCY's behalf in the event of such breach or failure.
3. Upon termination of this MOU for any reason, AGENCY's license in and to FINDER applications and related intellectual property shall immediately cease.

I. Pricing/Payment

Pricing for participation in the FINDER data sharing system is based on the number of AGENCY's sworn personnel and includes access for an unlimited number of authorized AGENCY users. In consideration of the services provided during the term of this MOU, the standard subscription fee for AGENCY is \$3,995.00 per year which has been prorated to **\$1,997.50 for this 6-month term**. AGENCY agrees to remit payment to FSS within 45 days of receipt of invoice.

J. Entire Agreement

This instrument contains the entire agreement between FSS and AGENCY with respect to the subject matter hereof. This agreement will not be superseded by any other contracts or agreements between FSS and any other organization or government entity.

K. Publicity

Neither party will use the name of the other party in publicity activities without the prior written consent of the other except that, during the term of this MOU or any renewal thereof, AGENCY agrees that:

- a. FSS may share and promote AGENCY’s communications that are publicly available (posted on social media, news, or other public outlets);
- b. FSS may use AGENCY’s name and logo in FSS marketing efforts (including customer listings, on website, testimonials, reference calls, FINDER service announcements, etc.); and
- c. FSS may share information on AGENCY with its affiliates for marketing and other business purposes.

L. Amendments; Assignment

This MOU may only be amended by written mutual agreement of authorized representatives from FSS and AGENCY. Neither party may assign this MOU without the prior written consent of the other party.

M. Governing Law

This MOU is to be governed and construed in accordance with the laws of the State of Florida and all applicable Federal statutes and regulations.

N. Attorneys’ Fees

In the event it becomes necessary for either party to enforce any of the terms of this MOU, the prevailing party shall be entitled, in addition to such damages or other relief as may be granted, to recover reasonable attorneys’ fees and costs, such attorneys’ fees to include those incurred in connection with any actual or intended mediation, arbitration, trial or appeal.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this MOU to be executed and effective as of the last signature date below.

FINDER Software Solutions, LLC

CITY OF IRONDALE

By:  _____

By: _____

Christopher Crowell

Print Name

Print Name

Director of Operations

Title

Title

1/25/2023

Date

Date

EXHIBIT A
AGENCY'S DESIGNATED POINTS OF CONTACT

AGENCY hereby designates the following personnel to be Points of Contact for the FINDER support team and administrative team. AGENCY agrees to notify FSS in writing at admin@findersoftware.com of any changes to these designees.

AGENCY NAME: _____

OF SWORN PERSONNEL: _____ DATE SUBMITTED: _____

Law Enforcement/Operations POC: _____

Phone: _____

Email: _____

Information Technology POC: _____

Phone: _____

Email: _____

Public Records Custodian/RMLO: _____

Phone: _____

Email: _____

Billing/Procurement POC: _____

Phone: _____

Email: _____