

**RESOLUTION No. 16-100**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) AND THE CITY OF DORAL FOR PARTICIPATION WITHIN THE FLORIDA REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM (RLEX) DESIGNED TO ASSIST AGENCIES IN SOLVING CRIME AND FIGHT TERRORISM THROUGH IMPROVED DATA SHARING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Regional Law Enforcement Exchange (“RLEX”) is a law enforcement information sharing system that is designed to assist agencies in solving crime and fight terrorism through improved data sharing; and

**WHEREAS**, the purpose of RLEX system is to allow participating agencies to contribute data (principally records management and jail management systems) in a format which will give other participating agencies the ability to query the data. RLEX utilizes the Law Enforcement Information Exchange (“LInX”) data sharing initiative as the core mechanism for access to the data, and RLEX operates within LInx under the system name of Florida Regional Law Enforcement Information Exchange (“FL-RGNL”); and

**WHEREAS**, Staff has recommended that the City Council approve a Memorandum of Understanding between the Florida Department of Law Enforcement (FDLE) and the City of Doral for participation within the Florida Regional Law Enforcement Exchange System (RLEX).

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The Memorandum of Understanding between the Florida Department of Law Enforcement (FDLE) and the City of Doral for participation within the Florida Regional Law Enforcement Exchange System (RLEX), attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption.  
The motion was seconded by Councilmember Rodriguez and upon being put to a vote,  
the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 11 day of May, 2016.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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



**AND**

**THE CITY OF DORAL FOR PARTICIPATION WITHIN  
THE FLORIDA REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM  
(RLEX)**

**APPROVED  
JANUARY 21, 2016**

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# **Regional Law Enforcement Exchange Memorandum of Understanding**

## **I. BACKGROUND/PURPOSE**

The Florida Regional Law Enforcement Exchange (RLEX) is a law enforcement information sharing system that is designed to assist agencies in solving crime and fighting terrorism through improved data sharing. The initial system was the product of a joint procurement between the Tallahassee, Ft. Myers, and Miami Regional Domestic Security Task Force regions, as well as State law enforcement agencies.

The purpose of the RLEX system is to allow participating agencies to contribute data (principally records management and jail management systems) in a format which will give other participating agencies the ability to query the data. RLEX utilizes the Law Enforcement Information Exchange (LInX) data sharing initiative as the core mechanism for access to the data, and RLEX operates within LInX under the system name of Florida Regional Law Enforcement Information Exchange (FL-RGNL). This system provides the warehouse of data for participating agencies, and will enable RLEX to query other LInX systems beyond the FL-RGNL region of LInX to access other regions across the country and the FBI National Data Exchange (N-DEx) system.

The purpose of this MOU is to formally set forth the terms and conditions for participating in the RLEX system, including the ownership and control of the information within the system. This MOU is intended to supersede the previously-signed R-LEX Procurement MOU, the RLEX Implementation (Agency) MOU, and all subsequent versions and amendments thereof.

## **II. PARTIES**

A. The parties to this MOU ("Parties") are the Florida Department of Law Enforcement and the City of Doral.

B. Other law enforcement agencies within Florida may choose to participate in RLEX by signing and agreeing to this RLEX 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.

## **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 (2015).

## **IV. SOURCE, STATUS, AND PURPOSE OF SHARED INFORMATION**

A. The RLEX 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). Contributing Agencies agree to share their identified data with each other and with other parties to this MOU.

B. Each Agency participating in RLEX does so under its own individual legal status, jurisdiction, and authority, and all RLEX operations are based upon the legal status, jurisdiction, and authority of the individual participating agencies. The RLEX data-sharing initiative is not intended to, and shall not be deemed to have any independent

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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 RLEX warehouse system will be housed in a secure datacenter located in Florida, as approved by the Executive Steering Committee (ESC). In use, the system will be encrypted over the Florida's Criminal Justice Network (CJNet) and only law enforcement agencies will have access to the data.

D. RLEX 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 RLEX data warehouse represent a complete or accurate mirror image of that Agency's records system for any subject or person.

F. 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.

G. RLEX is not intended by the participating agencies to operate or be used as a criminal history system or a criminal intelligence system governed by the provisions of Title 28, Parts 20 and 23 respectively, of the Code of Federal Regulations.

### **V. N-DEX PARTICIPATION**

A. For data shared with the FBI's National Data Exchange (N-DEx) system, contributing agencies will, unless otherwise authorized as provided herein, use the version of the FBI ORI Sharing Template approved by the RLEX ESC, which restricts full data access to law enforcement agencies only, and provides "pointer" information to other criminal justice entities (i.e., an indication that information is held by a contributing agency, but not the content of that information). Contributing Agencies will retain full control over access to their data within N-DEx and have the ability to configure additional access restrictions via the FBI ORI Sharing Template. If a contributing agency prefers to modify the FBI ORI Sharing Template with respect to access restrictions of the Agency's data stored in N-DEx, access to the Template for that purpose will be granted by contacting the N-DEx Program Office at the FBI.

B. The FBI will include N-DEx system use audits in its triennial audits of FDLE Criminal Justice Information Services (CJIS). In addition, FDLE CJIS will include N-DEx audits in its normal triennial CJIS audits of each participating agency.

1) Both the FBI CJIS Division and the Florida CJIS Systems Officer (CSO) may audit N-DEx use through RLEX at the agency and regional level. In addition, the



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FBI CJIS Division and the CSO may review any available RLEX Self-Audit Reports as a further means of auditing compliance with N-DEx polices and requirements.

2) All such audits of N-DEx access through RLEX will be "system use" audits to assess the Participating Agencies' understanding of and compliance with N-DEx policies and requirements, as well as those of RLEX. The audits may also review the frequency of submissions of data to N-DEx. Such N-DEx audits will not include data quality (e.g., completeness and accuracy) reviews for records contributed to N-DEx by Participating Agencies. Rather, the CSO expects the RLEX Metadata Planners and Agency Administrators will conduct periodic data quality reviews.

### **VI. USE OF N-DEX FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING**

Participating agencies may use N-DEx to conduct criminal justice employment background checks, including the screening of employees or applicants of other agencies over which participating agencies maintain management control, provided the correct use code "J" is selected and the User follows official FBI CJIS policy regarding Notice and Consent, Redress and Use Code J, as explained in the current *Criminal Justice Information Services Law Enforcement National Data Exchange (N-DEx) Policy and Operating Manual* ("N-DEx Policy Manual"). Agencies must modify the User's Notice and Consent form to the applicant for employment as described in Appendix A: N-DEx Criminal Justice Employment Screening Requirements.

### **VII. 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 RLEX. All system entries will be clearly marked to identify the contributing Agency.

B. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership of the copies of that information replicated in RLEX. An RLEX user may print a record from any RLEX agency and retain said copy to assist with case investigation. Destruction of the said copy may only take place in accordance with applicable Florida public record retention requirements. An RLEX user may print a record from any other Regional LInX agency; however the retention time for all other Regional LInX agencies is 72 hours. At the end of the 72-hour period said user must destroy the copy. No records printed from a LInX system, including RLEX, may be used as part of any investigative case file. A user must obtain an official record and approval from the contributing agency, regardless of where the agency is located, in order to use in an investigative case file.

C. Each Agency will be responsible for ensuring sealed or expunged records are updated as such within the RLEX system. The action will occur as an automated process, but can be performed manually by the vendor should the automated process fail.

D. The contributing Agency has the sole responsibility and accountability for ensuring that no information entered into RLEX was obtained in violation of any Federal, State, or

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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 RLEX, to include, but not limited to, firearm ownership data prohibited from being compiled by Section 790.335, Florida Statutes.

E. 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.

F. RLEX includes an audit capability that will log user activity. Each Agency will designate a point of contact who shall have access to that Agency's portion of the audit log. Internal requests for copies of the audit log may be forwarded to each Agency for direct response to that Agency's portion of the audit log. All audit log files shall be protected to prevent unauthorized changes or destruction.

### **VIII. ACCESS TO INFORMATION**

A. Each Agency may restrict any investigative information to the extent deemed necessary for confidentiality or security purposes.

B. Newly discovered links, matches, relationships, interpretations, etc., located in the analysis of RLEX 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 RLEX unless he or she has a legitimate, official need to know for an authorized criminal justice purpose. Authorized criminal justice purpose includes preliminary screening of applicants (including contractors and vendors) for employment with an Agency; provided that no action in this regard will be taken based solely on information retrieved from the RLEX system, and that such information must be verified and substantiated, independently of its presence in RLEX, before any action is taken. Any use made of information derived from or related to data in the RLEX system for employment or contractor/vendor screening must be consistent with applicable state and federal law. RLEX information shall not be included in any official case file, nor used in the preparation of judicial process such as search or arrest warrants (with accompanying affidavits) or subpoenas. References to the RLEX database should be avoided in lieu of references to the original source documentation.

D. Any Agency member directly accessing the RLEX system must hold a current FDLE CJIS certification or have completed Security Awareness Training as required by the FBI CJIS Security Policy. Agencies are responsible for assuring that any agency member directly accessing the RLEX system is in compliance with this requirement.

E. As allowed by Florida's CSO, RLEX participating agencies agree to delegate to FDLE the following requirements of the FBI CJIS Security Policy for contractors and vendors fulfilling contractual requirements in support of the RLEX system and data:

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Minimum Screening Requirements for Individuals Requiring Access to CJIS; Personnel Screening for Contractors and Vendors; Security Awareness Training; and Private Contractor User Agreements and CJIS Security Addendum of the FBI CJIS Security Policy. If an individual contractor or vendor is found to have an arrest history, the participating agency will, as required by each Agency's CJIS user agreement, notify the State CSO so that a decision regarding access can be made based on the FDLE Guidelines for CJIS Access. In addition, FDLE will maintain a list of approved RLEX contractors and vendors who have completed the background process that will be made available to participating agencies upon request. The background investigation conducted by FDLE meets or exceeds the FBI CJIS Security Policy requirements. (Any reference to the FBI CJIS Security Policy in this MOU shall be understood to be to the current version of that Policy.) FDLE will retain fingerprints at the state level for all contractors/vendors working on the RLEX system for the purpose of an arrest-hit notification within the State of Florida and at the national level once National RAPBACK is implemented within Florida.

### **IX. ACCEPTABLE USE AND DISSEMINATION OF INFORMATION**

A. Any release of information from the RLEX system should be made in conformance with the obligations and 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 RLEX system, including analytical products derived therefrom, shall not be used as a basis for enforcement or other official action, including employment screening or screening of contractors and vendors, 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. Notwithstanding the requirement in the preceding paragraph (IX)(B), immediate dissemination of RLEX information without permission can be made if:

- 1) There is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; or
- 2) It is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

D. The RLEX contributing agency shall be immediately notified of any dissemination made under paragraph C, above.

E. 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.

F. 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

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information in accordance with applicable law (specifically, Chapter 119, Florida Statutes). Chapter 119 also identifies various types of information that are exempt from disclosure, including many related to law enforcement and public safety. These include, but are not limited to active investigations, juvenile records, names, and addresses of sexual assault victims, security information, and critical infrastructure information.

G. Information or summaries of information from the RLEX system may be shared with a non-participating law enforcement agency in the furtherance of a legitimate law enforcement investigation, with the recognition that such disclosure, for other than criminal justice purposes, may risk waiver of public records exemptions for that information moving forward.

H. Data from the RLEX contributing agencies may be shared with local, state, tribal, and federal law enforcement agencies through external systems similar to RLEX with the majority approval of ESC members and contingent upon the Representative(s) of the connecting system signing an MOU with FDLE that incorporates the following terms:

- 1) Viewing and use of RLEX data shall be restricted to law enforcement agencies within the jurisdictions of the United States and its various states and territories.
- 2) Acceptable Access, Use, and Dissemination rules of the RLEX System (as described in sections VIII and IX) must be followed by all users.
- 3) The connecting system, its members, and users must adhere to the latest approved version of the FBI CJIS Security Policy.

For the FBI's National Data Exchange (N-DEx) or other system outside of Florida, the following term must also be included:

- 4) Data shared with the FBI's National Data Exchange (N-DEx) system must use the FBI ORI Sharing Template to restrict data sharing to law enforcement and to the purposes defined in the RLEX MOU.

I. RLEX information cannot be accessed or used for any other purpose, including general licensing, eligibility for federal or state benefits, or background investigations for other agencies. All agencies will share their investigative information with the other RLEX agencies under an express promise of confidentiality. Agencies will protect such information from disclosure to the greatest extent possible consistent with applicable public access laws, and applicable compulsory process (such as a court order). Agencies will notify the RLEX ESC immediately upon becoming aware of a lawsuit or a preceding information demand brought in any court seeking access to information in RLEX, in either verbatim or derivative form.

J. Under no circumstance is an Agency to publicly report statistics using data from another jurisdiction obtained through operation of this MOU without prior written authorization from the contributing agency that owns the data. This includes statistics of any kind for the entire jurisdiction or part of the jurisdiction; Uniform Crime Reporting (UCR) statistics and non-UCR statistics; and internal studies, published studies, maps or grant projects.

K. Any requests for reports or information stored within RLEX will be directed to the contributing agency. Requests for information from RLEX that has been incorporated into the accessing Agency's records and analytical products based on another Agency's

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information are subject to applicable public records laws.

L. If at any time an Agency fails to comply with the acceptable use and dissemination of information policies, that party may be deemed in material breach of this MOU.

### **X. SECURITY**

A. Data stored in the RLEX system will be stored in a Physically Secure Location as defined by the most recent version of the FBI CJIS Security Policy (October 2015, Version 5.4) and will only be accessible via CJNet.

B. Each Agency will be responsible for designating those employees who have access to RLEX 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.

C. Each Agency shall designate an Administrator who will be authorized to add and delete users from the RLEX system. Each Agency is responsible for notifying its Administrator to promptly revoke user access to the RLEX system when the user no longer requires or no longer is permitted access to the RLEX system or has separated from the Agency. The Administrator is responsible for ensuring that each user has a current telephone number and email address associated with his or her profile in RLEX.

D. Each Agency is responsible for ensuring that mandatory training is completed by each employee authorized to access the RLEX system prior to providing query access to RLEX. Specifically, the training must include information regarding the appropriate use and dissemination of information obtained from the system and compliance with N-DEX training requirements described in the current N-DEX Policy Manual.

E. Each Agency agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the RLEX system, as that Agency would if it were an abuse of sensitive information in its own record system.

F. Personnel, physical, administrative, and technical security shall be consistent with the FBI's CJIS Security Policy.

### **XI. N-DEX RESPONSIBILITIES**

A. Each Agency shall designate and notify RLEX and Florida's CJIS Systems Officer (CSO) of an N-DEX Agency Coordinator (NAC), who will serve as the Agency's point of contact for matters relating to N-DEX, including monitoring the Agency's compliance with N-DEX system policies, as identified herein and within the N-DEX Policy Manual. The Agency may change its NAC at any time, but must notify RLEX and the CSO in writing of the change. The RLEX Agency Administrator and NAC may be the same person for the Agency.

B. The NAC may hold any one or more of the administrative roles specified in the Policy Management section of the N-DEX Policy Manual. The NAC will be responsible for the following functions, as identified in the N-DEX Policy Manual and required by the CSO:

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- 1) Exercising supervisory authority over the operation of N DEX at the Agency
- 2) Training on N-DEX policies
- 3) Adhering to authorized use/dissemination of N-DEX information
- 4) Attending and participating in the N-DEX audit process
- 5) Maintaining agency-level records pertaining to N DEX users and notifying the CSO of any changes
- 6) Reporting violations or incidents of attempts to compromise N-DEX, R-LEX, or information contained within the systems, immediately to RLEX and the CSO.
- 7) Assuring completion of fingerprint- based criminal history checks on all N-DEX users and notifying the CSO if an arrest history is found.
- 8) Assuring along with the Agency Source Data Administrator (SDA), as described in the N-DEX Policy Manual, that the configurable information sharing controls are set according to Agency requirements.
- 9) Assuring Agency adherence to the N-DEX Policy Manual, CJIS Security Policy, and this Agreement in their submission, access, and use of N-DEX information
- 10) Conducting an annual audit of all Agency users of N-DEX to include confirming that those users are eligible to participate in N-DEX; and notifying the CSO of all users, upon request or as needed to maintain currency and completeness of the list of users.

### **XII. COSTS**

A. Ongoing costs for RLEX will be typical software/system maintenance costs. When practical and authorized, efforts will be made to secure 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 designated for RLEX will be available in future years.

B. During any required 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, coordinate training, and audit system usage by agency personnel.

C. Agency-specific operational costs such as internet connectivity fees or hardware to access the CJNet are not covered by grant funds.

D. In order to provide for any data re-mapping efforts that may result, each Agency is responsible for notifying FDLE (see contact below) at least sixty (60) calendar days prior to performing any upgrade or replacement of any system feeding data to RLEX.

### **XIII. LIABILITY**

A. RLEX is not a separate legal entity capable of maintaining an employer-employee

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relationship and, as such, no person assigned by an Agency to perform RLEX related functions shall be considered an employee of the RLEX or of any other Agency for any purpose. The assigning Agency thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RLEX functions.

B. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject. Participation in RLEX does not constitute a waiver of any defense or immunity lawfully available to an Agency.

C. RLEX provides a suite of tools to all participating agencies to access the regional data for the purposes of conducting investigative queries and crime analysis functions. In addition, RLEX provides link analysis and other functions to assist agencies with their investigations. Although the Parties make a good faith effort to ensure these tools, functions, and all other information it provides to agencies are accurate and that the RLEX system is available for use at all times, RLEX is a conduit for information prepared by others, which relies on the accuracy and timeliness of data prepared by others in order to allow sharing of data among agencies. Therefore, the Parties disclaim any responsibility for the accuracy, correctness, or timeliness of the data. In no event shall the parties to this MOU become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree that the Parties shall have no liability of any nature arising out of or resulting from the lack of accuracy, correctness, or timeliness of the data, or the use of the data.

### **XIV. GOVERNANCE**

The RLEX system will be operated under a shared management concept in which the parties will be represented by an Executive Steering Committee (ESC). Members of the ESC ("Regional Representatives") are appointed and granted delegated authority by the Regional Domestic Security Force (RDSTF) Co-chairs for the respective regions and FDLE's Commissioner, or their designees. The responsibilities of the ESC are more particularly defined in the document captioned *The Regional Law Enforcement eXchange Governance Structure*, which is available on the RLEX section of FDLE's CJNet web site.

### **XV. SANCTIONS**

A. Violation of the acceptable use policies or of any law or regulation applicable to access to or use of RLEX or RLEX data (hereinafter referred to as "Misuse") by a party to this MOU or one of its employees or agents, may lead to suspension or termination of an agency or particular user's access to RLEX.

B. In the event a party to this MOU discovers suspected or actual Misuse of RLEX or RLEX data, he or she will immediately inform the Regional Representative, who will in turn immediately notify the ESC. The ESC in consultation with the Regional Co-chair, or

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designee, will determine whether to suspend or terminate access and if so, to whom the suspension or termination will apply, and will notify the affected Agency. Such suspension or termination shall be immediate; it will not be delayed pending the outcome of any appeal. The affected user will be notified of the decision by the ESC and then will have ten (10) calendar days to appeal the decision to the ESC Chair. The ESC shall have final decision-making authority.

C. Any supervisor, law enforcement officer, employee, agent, representative, task force member, contractor/subcontractor, or consultant, who by virtue of his or her employment or official position, has possession of, or access to, RLEX data that contain individually identifiable information, the disclosure of which is prohibited by law, agreement, this MOU, policy, rules, or regulation and who, knowing that the disclosure of the information is prohibited, willfully or recklessly discloses the material in any manner, including oral communication, may be prosecuted or fined under any applicable federal or state law, or may be subject to administrative or disciplinary action.

D. An individual Agency's participation in RLEX may be terminated, involuntarily, by unanimous agreement of the RLEX ESC, if such Agency fails to take appropriate corrective and/or remedial action within a reasonable period, not to exceed ninety (90) calendar days, following notification of a documented finding that the Agency in question is in systemic or repeated Misuse, violation of applicable laws and procedures governing access to and use of the participating Agencies' data, or is otherwise in breach of this MOU.

### **XVI. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION**

A. This MOU shall become effective when signed by the duly authorized representatives of FDLE and the participating Agency.

B. This MOU shall continue in force for the participating Agencies indefinitely for so long as it continues to advance those Agencies' purposes, contingent upon approval and availability of necessary funding.

C. At any time an Agency may provide thirty (30) calendar days prior written notice to the other participating Agencies of its intent to withdraw from participation in RLEX.

D. 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. This MOU shall remain in effect for the remaining participating Agencies.

E. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties or when all members have withdrawn their participation from the MOU.

F. All information contributed or accessible to RLEX by a terminating or terminated Agency will be deleted or rendered inaccessible by the Agency from RLEX.

G. Each Contributing Agency terminating or having its participation in RLEX terminated will have its historical data removed from the RLEX system.

### **XVII. AMENDMENTS**



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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 RLEX governance (including adequately informing current and future parties).

### **XVIII. 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: Jeff Dambly, 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Regional Law Enforcement Exchange Memorandum of Understanding**

**XIX. SIGNATORY PAGE**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)**  
**AND**  
**THE CITY OF DORAL FOR PARTICIPATION WITHIN**  
**THE FLORIDA REGIONAL LAW ENFORCEMENT EXCHANGE SYSTEM (RLEX)**

AGREED TO BY:

FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT:

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Name:**

Richard L. Swearingen

\_\_\_\_\_

**Title:**

Commissioner

\_\_\_\_\_

**Agency:**

Florida Department of Law Enforcement

\_\_\_\_\_

FOR THE AGENCY:

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Name:**

Donald W. De Lucca

\_\_\_\_\_

**Title:**

Chief of Police

\_\_\_\_\_

**Agency:**

Doral Police Department

\_\_\_\_\_

## **Regional Law Enforcement Exchange Memorandum of Understanding**

### **Appendix A: N-DEx Criminal Justice Employment Screening Requirements**

For agencies using N-DEx to conduct Criminal Justice Employment Screening, one of the following statements, at a minimum, must appear on the User's Notice and Consent form to the applicant for employment:\*

#### **Notice and Consent:**

##### General Statement:

The [Participating Agency's] acquisition, retention, and sharing of information related to your employment application is generally authorized under 28 C.F.R. section 20.33 and F.S. s. 943.053(3) (a) and Ch. 119. The purpose for requesting this information is to conduct a complete background investigation pertaining to your fitness to serve as a [employee type].

This background investigation may include inquiries pertaining to your [employment], [education], [medical history], [credit history], [criminal history] and any information relevant to your character and reputation. By signing this form, you are acknowledging that you have received notice and have provided consent for [Participating Agency] to use this information to conduct such a background investigation, which may include the searching of [N-DEx], [criminal justice databases], [private databases], and [public databases].

##### Specific N-DEx Statement:

I authorize any employee or representative of [Participating Agency] to search N-DEx to obtain information regarding my qualifications and fitness to serve as a [employee type]. I understand that N-DEx is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in N-DEx may be used for the official purpose of conducting a complete employment background investigation. I also understand that any information found in N-DEx will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release [Participating Agency] from any liability or damage that may result from the use of information obtained from N-DEx.

##### Redress:

If employment is denied solely due to information obtained from N-DEx, and the applicant challenges the accuracy or completeness of those records, Participating Agency (the denying agency) shall provide the applicant with the contact information of the agency contributing (owning) the information underlying the decision to deny. After receiving a written request from the applicant challenging the accuracy or completeness of the record used to deny employment, the contributing (record-owning) agency shall

## **Regional Law Enforcement Exchange Memorandum of Understanding**

then review the relevant information and advise the applicant in writing whether it has confirmed the accuracy or completeness of its records or whether the records will be corrected. If the applicant does not receive a response from the contributing (record-owning) agency within 30 calendar days from the date of the applicant's written request, the applicant may contact the FBI CJIS Division N-DEx Unit, 1000 Custer Hollow Rd, Clarksburg, WV 26306. The FBI shall forward the challenge to the contributing (record-owning) agency for verification or correction. The contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has verified its records or whether the records will be corrected. Agencies should inform applicants of the applicant's responsibility to provide any corrected information to the Participating Agency (denying agency) that may assist the contributing (record-owning) agency in its research on behalf of the applicant.

An applicant wishing to challenge the accuracy or completeness of his or her Florida criminal history record, if one exists, may also use the procedures for personal review set forth in F.S. s. 943.056 and F.A.C. Rule 11C-8.001.

### Use Code "J":

All use of N-DEx for criminal justice employment background investigations shall require Use Code "J." Agencies that contribute records to N-DEx shall be permitted and enabled to reject Use Code "J" requests. When N-DEx is searched as part of a criminal justice employment background investigation, the fact that the search was conducted must be documented in the applicant's file. If information accessed through N-DEx is viewed and used during the criminal justice employment background investigation, the Participating Agency must document in the applicant's file: (1) that the Participating Agency (requesting agency) received advanced authorization for the use of the information for employment purposes from the contributing (record-owning) agency and (2) that the Participating Agency (requesting agency) has confirmed the accuracy of the information with the contributing (record-owning) agency.

\*Items in brackets may be filled in or deleted as appropriate.