

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the "Sheriff") and the City of Delray Beach, FL (referred to herein as the "Partner"), establishes an information exchange relationship between Sheriff and Partner.

**WHEREAS** the Sheriff, and the Partner's Police Department, are criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI), and the Florida Department of Law Enforcement (FDLE); and

**WHEREAS** the Sheriff receives license plate based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), (referred to herein as "LPR extracts"); and

**WHEREAS** the Partner's Police Department wishes to routinely receive the LPR extracts from the Sheriff for the administration of criminal justice; and

**WHEREAS** both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Sheriff and the Partner agree that if the LPR extracts become unavailable for any reason, the Sheriff's first obligation is to restore services for the Sheriff. If the Partner's interface is not functioning for any reason, the Sheriff will provide best efforts to assist in the restoration of the Partner's services, but only after the Sheriff's

- needs are met. Best effort is determined solely by the Sheriff.
2. The Partner shall receive the updated LPR extracts from the Sheriff via an existing integration between Sheriff and contracted LPR vendor (Axon) as often as they are made available by FDLE.
  3. The Sheriff will provide the Partner with the LPR extracts at no cost to the Partner.
  4. The Partner agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
  5. The Sheriff and Partner agree that all LPR extract information is CJI and will adhere to the policies and procedures as it pertains to CJI.
  6. The Partner agrees that all LPR extract information must be confirmed independently through NCIC/FCIC before taking any law enforcement action. The Partner further agrees that unless this independent verification occurs, the Partner will not take Law Enforcement action based on the LPR alone.
  7. The Sheriff has an obligation to report instances of misuse to the FDLE for follow-up or applicable investigation and applicable discipline. The Partner agrees that the LPR extracts are for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in the immediate termination of this agreement.
  8. Either party may terminate this agreement upon thirty (30) days written notice, except that the Sheriff may terminate this agreement immediately and without notice upon

finding that the Partner has violated the terms of this agreement.

9. Project Contacts

Sheriff:

Lieutenant Jason Bahret  
Pinellas County Sheriff's Office  
10750 Ulmerton Road  
Largo, FL 33778  
727-582-6277  
jbahret@pcsonet.com

Partner:

Captain Gary Ferreri  
Delray Beach Police Department  
300 W. Atlantic Avenue  
Delray Beach, FL 33444  
561-243-7800  
ferreri@mydelraybeach.com

10. The Sheriff agrees to indemnify and hold the Partner, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of the Sheriff, its employees or agents, in the performance of its obligations under this agreement.
11. The Partner agrees to indemnify and hold the Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of the Partner, its employees or agents, in the performance of its obligations under this agreement. This shall not be considered a waiver of Partner's sovereign immunity under Section 768.28, Florida Statutes.

12. This agreement constitutes the entire agreement of the parties and may not be modified or amended without a written agreement executed by both parties.

13. This MOU shall take effect upon approval and execution by both parties.

**[The remainder of this agreement has been left intentionally left blank.]**

**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed  
by the proper officers and officials.

PINELLAS COUNTY  
SHERIFF'S OFFICE

By: \_\_\_\_\_  
Bob Gualtieri, Sheriff

Date: \_\_\_\_\_, 2025

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor    Date

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney