

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** The National Law Enforcement and Corrections Technology Center Rocky Mountain Region Memorandum of Understanding

**DEPARTMENT:** Community Services      **DIVISION:** Probation

**AUTHORIZED BY:** <sup>PCS</sup>Phillip C. Stalvey      **CONTACT:** Derek Gallagher      **EXT.** 4613

<b>Agenda Date</b> <u>11/15/05</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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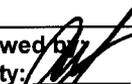
**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the National Law Enforcement and Corrections Technology Center Rocky Mountain Region Memorandum of Understanding to provide technical assistance in GIS and GPS to enhance case supervision capabilities within the County Probation Division.

**BACKGROUND:**

On June 5, 2005, the National Law Enforcement and Corrections Technology Center selected Seminole County as a community they wish to extend, at no cost to the County, technical assistance for probation and law enforcement agencies in an effort to integrate multiple data sources for implementation of best practice and strategies to reduce recidivism. Offender location is an important variable in a multi-agency effort to combat crime because it can serve as a common denominator among the various individual databases currently in use.

Our primary goal through this partnership is to provide analytic capacity that includes spatial analysis, through the integration of our Geographic Information System (G.I.S.), Global Positioning Satellite (G.P.S.) and offender databases presently in use.

<b>Reviewed by</b>  <b>Co Atty:</b> _____ <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b>  _____ <b>CM:</b>  _____  <b>File No</b> <b>CCS02</b> _____
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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 12 day of OCTOBER, 2005, between **THE NATIONAL LAW ENFORCEMENT AND CORRECTIONS TECHNOLOGY CENTER ROCKY MOUNTAIN REGION** (hereinafter "NLECTC-RM") located at and operated by the University of Denver, whose address is 2050 E. Iliff Ave., Denver, Colorado 80208, and **SEMINOLE COUNTY** (hereinafter "COUNTY") whose address is 1101 E. First Street, Sanford, Florida 32771 a political subdivision of the State of Florida.

**WHEREAS**, NLECTC-RM is located at and operated by the University of Denver and focuses on projects in the areas of applications of Geographic Information Systems technology to crime analysis, resource management, and operational planning; using modern monitoring and information technology to assist probation and parole officers in offender management; improving and expanding the operability of voice and data systems in public safety communications; and proper collection, preservation, and presentation of scientific forensic evidence; and

**RECITALS**

**WHEREAS**, NLECTC-RM has unique facilities available through the University of Denver, allowing training, demonstrations and workshops; and

**WHEREAS**, NLECTC-RM provides technology information to public safety agencies, offers training and introduction for the proper use of specific technologies, and facilitates seminars, conferences and other forums wherein practitioners can exchange best practice information; and

**WHEREAS**, the COUNTY is interested in receiving such expertise, information and assistance in certain of these areas from NLECTC to benefit the citizens of Seminole County, Florida,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated into this Memorandum of Understanding for all purposes.
2. NLECTC-RM shall conduct a needs assessment analysis and provide technical assistance in developing spatial and temporal analysis capabilities for the COUNTY's Department of Community Services, Probation Division.
3. NLECTC-RM shall assist the COUNTY in the development of a mission statement, a strategic plan, and related documents to be used for other similar efforts.

4. NLECTC-RM shall assist the COUNTY with the development of policies and procedures relating to the spatial distribution of probation cases and resource allocation in the COUNTY.

5. NLECTC-RM shall provide training to the COUNTY and assistance in developing skills to monitor the movement of probationers, conduct proximity analyses, and identify community resources in the County.

6. NLECTC-RM shall provide training to the COUNTY in supported areas where needed to improve the efficiency and effectiveness of the COUNTY's Department of Community Services, Probation Division.

7. NLECTC-RM shall conduct a process and outcome evaluation using 12 months of COUNTY data collected after successful implementation of the strategic plan (contingent on feasibility).

8. The assistance described above shall begin August 1, 2005 and be completed on or before June 30, 2006. The NLECTC-RM and the Crime Mapping and Analysis Program (CMAP) shall provide the above deliverables at no cost to the COUNTY.

9. The NLECTC-RM contact is Sean Bair, CMAP Program Manager, 2050 E. Iliff Ave., Denver, Colorado 80208 at 800-416-8086 with any questions or concerns. Either party may choose to withdraw at any time from this Agreement with prior written notice to the other party at the address provided.

10. The parties acknowledge the COUNTY's obligations under Chapter 119, Florida Statutes, to release public records upon request. The NLECTC-RM hereby agrees to comply with Chapter 119, Florida Statutes, with regard to receiving, retaining and releasing information provided by the COUNTY or otherwise obtained by NLECTC-RM in performing the duties and responsibilities set forth hereunder.

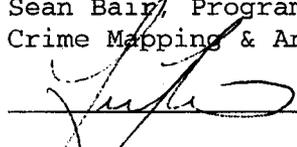
11. This Memorandum of Understanding shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

12. Nothing in this Memorandum of Understanding, express or implied, is intended to confer on any person other than the parties any rights, remedies, obligations, or liabilities under or by reasons of this Memorandum of Understanding.

13. Neither party to this Memorandum of Understanding, its officers, employees, or agents shall be deemed to assume any liability for the acts, omissions and negligence of the other party, its officers, employees, or agents.

UNIVERSITY OF DENVER  
THE NATIONAL LAW ENFORCEMENT  
AND CORRECTIONS TECHNOLOGY  
CENTER ROCKY MOUNTAIN REGION

Sean Bair, Program Manager  
Crime Mapping & Analysis Program

  
\_\_\_\_\_  
James Keller, Director  
NLECTC-RM

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

SED/lpk  
9/2/05  
MOU Nat Law Enforce #2