

RESOLUTION NO. 2020-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT BETWEEN THE BROWARD SHERIFF'S OFFICE (BSO) AND THE CITY OF COCONUT CREEK POLICE DEPARTMENT TO PROVIDE FOR CRIMINAL JUSTICE INFORMATION RECORDS TO BE ELECTRONICALLY SHARED BETWEEN THE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Coconut Creek Police Department (CCPD) and the Broward Sheriff's Office (BSO) are both criminal justice agencies; and

WHEREAS, BSO maintains records through an electronic management system, which creates and stores offense reports referred to as Criminal Justice Information (CJI); and

WHEREAS, the CCPD wishes to receive CJI from BSO for the efficient administration of criminal justice; and

WHEREAS, the CCPD agrees to abide by all terms and conditions of the Criminal Justice User Agreement executed between the Federal Department of Law Enforcement and BSO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

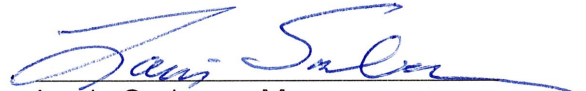
Section 2: That the City Commission has reviewed and hereby approves the attached Criminal Justice Information Sharing Agreement between the Broward Sheriff's Office and the City of Coconut Creek.

Section 3: That the City Manager, or designee, is hereby authorized to execute said agreement.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 10th day of September, 2020.


Louis Sarbone, Mayor

Attest:



Leslie Wallace May, City Clerk

Sarbone Aye
Rydell Aye
Tooley Aye
Belvedere Aye
Welch Aye

CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT

WHEREAS, the Broward Sheriff's Office (hereafter referred to as BSO), a criminal justice agency recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and the Coconut Creek Police Department (hereafter referred to as CITY), a criminal justice agency recognized by the FBI and the FDLE, for the City of Coconut Creek, Florida; and

WHEREAS, the BSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, the CITY wishes to routinely receive BSO CJI for the administration of criminal justice;

NOW THEREFORE, The parties agree as follows,

1. The BSO will email the CITY reports via CJNET, when requested.
2. The BSO will provide the CITY with the records for authorized criminal justice purposes only at no cost to the CITY.
3. Both BSO and the CITY agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. Both BSO and the CITY agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the BSO, March 19th, 2019, a copy of which is attached hereto, and the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
5. Both BSO and the CITY will disseminate CJI related information and records obtained from each other only for authorized criminal justice purposes.
6. Both BSO and the CITY will maintain CJI obtained from each other in a secure place, with controlled access, and will destroy records containing such information in compliance with all applicable federal and state laws.
7. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
8. Notwithstanding the forgoing, each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws
9. Both BSO and the CITY will ensure that all of their respective computer devices and computer systems that transmit, receive and/or store CJI employ virus protection software and

such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

10. CJI may only be accessed via computers or interface devices owned or operated by the respective parties and/or their contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with either party may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with, in addition to the personnel screening requirements as required by the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

11. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy, as amended or updated from time to time by the FBI, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

12. Both BSO and the CITY will have a written policy for discipline of personnel who access CJI improperly or for unauthorized access, improper disclosure of information to unauthorized individuals or use of CJI systems in an unauthorized manner, or violation of CJIS rules, regulations or operating procedures and will provide a copy of that policy to each other for each other's records.

13. Both BSO and the CITY will provide a point of contact to each other for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI for follow-up and disciplinary action as appropriate. Both parties will conduct appropriate follow-up and will notify each other of the outcome of each other's investigations related to violations of this agreement and in accordance with Florida law.

14. Both parties have an obligation to report instances of misuse of CJI and systems containing CJI to the FDLE for follow up of applicable internal investigation and applicable internal discipline in compliance with the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

15. Both BSO and the CITY reserves the right to deny access to, or transmission of, CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

16. This agreement shall remain in effect from the date it is fully executed by the parties for a duration of one (1) year and shall then be renewed each year thereafter, if not otherwise terminated in accordance with the termination rights contained herein.

17. Either party may terminate this agreement upon thirty (30) days written notice, except that the BSO may terminate this agreement immediately and without notice upon finding that the CITY has violated the terms of this agreement. This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

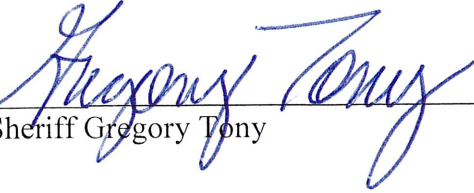
18. This agreement shall supersede any prior agreements by and between the parties concerning the exchange of CJIS by and between the parties.

19. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (.pdf) form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes

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IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

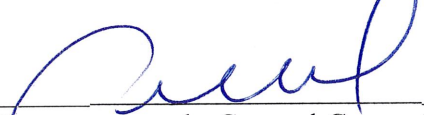
BROWARD COUNTY SHERIFF'S OFFICE

By: 
Sheriff Gregory Tony

Date: 10/2/20


Approved as to form and legal sufficiency subject to the execution by the parties:




By: 
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

Date: 10/2/20

CITY OF COCONUT CREEK:

By: 
Albert A. Arenal, Chief of Police

Date: 09/08/2020

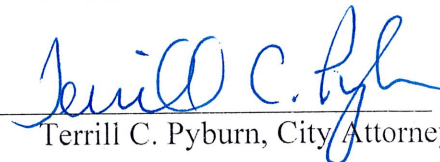
By: 
Karen M. Brooks, City Manager

Date: 9/10/2020

ATTEST:

By: 
Leslie Wallace May, City Clerk

Approved as to Legal Sufficiency and Form:

By: 
Terrill C. Pyburn, City Attorney

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Broward County Sheriff's Office

with headquarters at

2601 West Broward Blvd., Fort Lauderdale, Florida 33312

with the primary ORI of: FL0060000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter NIets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and NIets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJISystems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

FDLE Criminal Justice User Agreement

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

**SECTION III
ADDITIONAL SERVICES & REQUIREMENTS**

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	YES	NO		
N-DEx (via FDLE CJIS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Initial <u><i>GST</i></u>	CSO Initial <u><i>Scott</i></u>
Red Light Camera Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Initial <u><i>GST</i></u>	CSO Initial <u><i>Scott</i></u>
License Plate reader Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Initial <u><i>GST</i></u>	CSO Initial <u><i>Scott</i></u>
Critical Infrastructure Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Initial <u><i>GST</i></u>	CSO Initial <u><i>Scott</i></u>
Registered Livescan Submitter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Initial <u><i>GST</i></u>	CSO Initial <u><i>Scott</i></u>

FDLE Criminal Justice User Agreement

- 2 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name Office of Regional Communications and Technology

Noncriminal justice ORI _____ N/A N/A Initial ^{GST}_{GST}

- 3 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Isis Crespo Email isis_crespo@sheriff.org

Phone 954-321-4626 Cell Phone 786-295-6642

SECTION IV

MISCELLANEOUS REQUIREMENTS

- 1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
- 2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.

FDLE Criminal Justice User Agreement

3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.
7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

FDLE Criminal Justice User Agreement

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

NAME OF THE USER AGENCY Broward Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Gregory S. Tony **TITLE** Sheriff
(PLEASE PRINT)

Gregory Tony
Gregory Tony (Mar 14, 2019)
(SIGNATURE)

DATE Mar 14, 2019

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer **TITLE** FBI CJIS Systems Officer
(PLEASE PRINT) **(CSO) for the State of Florida**

Schaeffer
(SIGNATURE)

DATE Mar 19, 2019

ID&T Review SM
SM

Signature: Isis Crespo
Isis Crespo (Feb 27, 2019)
Email: isis_crespo@sheriff.org

Signature: Susie Murphy
Susie Murphy (Mar 13, 2019)
Email: susiemurphy@fdle.state.fl.us

FIRST AMENDMENT TO THE
CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT
BY AND BETWEEN
GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE COCONUT CREEK POLICE DEPARTMENT

THIS FIRST AMENDMENT TO THE CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT by and between GREGORY TONY, as Sheriff of Broward County, Florida (hereinafter referred to as "BSO") and the COCONUT CREEK POLICE DEPARTMENT, by and/or through its municipal police force (hereinafter referred to as "CITY") is made and entered this 25th day of May, 2021.

WITNESSETH:

WHEREAS, on or about October 2, 2020, the parties entered into an agreement for sharing of criminal justice information (hereinafter referred to as the "Agreement");

WHEREAS, paragraph 4 of the Agreement referenced the Criminal Justice User Agreement executed between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE") and BSO dated March 19, 2019 and attached said document to the Agreement;

WHEREAS, subsequently thereafter, the SHERIFF entered a new Criminal Justice User Agreement between FDLE and BSO and the parties now desire to update their Agreement to reflect the same.

NOW THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Paragraph 4 of the parties' Agreement is deleted in its entirety and replaced with the following provision:

Both BSO and the CITY agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between FDLE and the BSO, dated March 23, 2021, a copy of which is attached hereto, and the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.

3. The attached Criminal Justice User Agreement executed between FDLE and the BSO, dated March 23, 2021, shall replace the prior March 19, 2019 version of this document which was previously attached to the parties' Agreement.
4. The parties agree that this First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are

acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

5. All other terms and conditions of the Agreement not in conflict with this First Amendment shall remain in full force and effect and are incorporated herein.

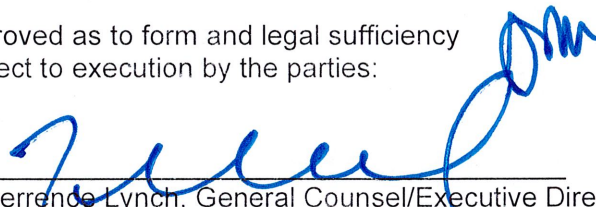
FIRST AMENDMENT TO THE AGREEMENT BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE COCONUT CREEK POLICE DEPARTMENT.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date(s) indicated below:

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

By:  Date 5/25/21
Colonel Oscar Llerena, Executive Director
Department of Community Services

Approved as to form and legal sufficiency
subject to execution by the parties:

By:  Date 5/24/21
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

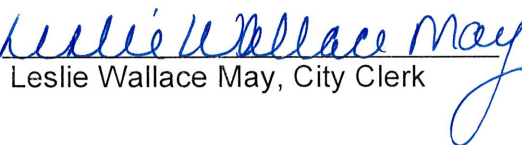
FIRST AMENDMENT TO THE AGREEMENT BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE COCONUT CREEK POLICE DEPARTMENT.

CITY OF COCONUT CREEK:

By: 
Albert A. Arenal, Chief of Police

Date: 4/22/2021

ATTEST:

By: 
Leslie Wallace May, City Clerk

By: 
Karen M. Brooks, City Manager

Date: 4/26/21

Approved as to Legal Sufficiency and Form:

By: 
Terrill C. Pyburn, City Attorney

FDLE Criminal Justice User Agreement

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Broward County Sheriff's Office

with headquarters at

2601 West Broward Blvd., Fort Lauderdale, Florida 33312

with the primary ORI of: **FL0060000**, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

FDLE Criminal Justice User Agreement

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

FDLE Criminal Justice User Agreement

- 3 Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
- 4 Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
- 5 Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJISystems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

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3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III
ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	YES	NO			
N-DEx (via FDLE CJIS)	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
Red Light Camera Program	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
License Plate Reader Program	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
Critical Infrastructure Program	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
Registered Livescan Submitter	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>

Microsoft Cloud Computing Lead Agency Agreement with FDLE

Azure	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
Office 365	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>
Dynamics	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u><i>AST</i></u> <small>357</small>	CSO Initial <u><i>South</i></u>

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- 2 As lead agency for Microsoft cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in this service shall execute appropriate agreements with third party vendors or directly with Microsoft which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name Office of Regional Communications and Technology

Noncriminal justice ORI _____ N/A N/A Initial ^{GST}_{GST}

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Isis Crespo Email isis_crespo@sheriff.org
Phone 954-321-4626 Cell Phone 786-295-6642

FDLE Criminal Justice User Agreement

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.
7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these

FDLE Criminal Justice User Agreement

duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

FDLE Criminal Justice User Agreement

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

NAME OF THE USER AGENCY Broward Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Sheriff TITLE

Gregory Tony

(PLEASE PRINT)

Gregory S. Tony
Gregory S. Tony (Feb 16, 2021 17:06 EST)

(SIGNATURE)

DATE Feb 16, 2021

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer **TITLE** FBI CJIS Systems Officer
(PLEASE PRINT) (CSO) for the State of Florida

CS

(SIGNATURE)

DATE Mar 23, 2021

ID&T Review SM

Signature: Isis Crespo
Isis Crespo (Feb 16, 2021 13:41 EST)

Email: isis_crespo@sheriff.org

Signature: Susie Murphy
Susie Murphy (Feb 16, 2021 13:41 EST)

Email: susiemurphy@fdle.state.fl.us