

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 disclose 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: _____

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: _____

CITY OF COCONUT CREEK:

By: _____
Albert A. Arenal, Chief of Police

Date: _____

By: _____
Karen M. Brooks, City Manager

Date: _____

ATTEST:

Approved as to Legal Sufficiency
and Form:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney