RESOLUTION NO. 2019-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERAGENCY AGREEMENT BETWEEN THE CITY OF COCONUT CREEK POLICE DEPARTMENT AND THE BROWARD STATE ATTORNEY'S OFFICE, 17TH JUDICIAL CIRCUIT, WHICH PROVIDES 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 State Attorney's Office, 17th Judicial Circuit (SAO), are both criminal justice agencies; and

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

WHEREAS, the State Attorney's Office wishes to receive Criminal Justice Information from the Coconut Creek Police Department for the efficient administration of criminal justice; and

WHEREAS, the SAO agrees to abide by all terms and conditions of the Criminal Justice User Agreement executed between the Federal Department of Law Enforcement and the City of Coconut Creek.

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 Interagency Agreement between the City of Coconut Creek and the State Attorney's Office, 17th Judicial Circuit.

Section 3:   That the City Manager, or designee, is hereby authorized to execute said Interagency Agreement.
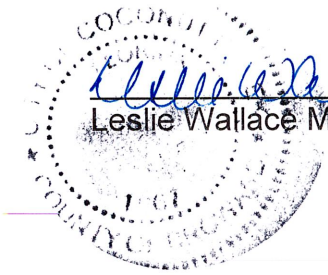
Section 4:   That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

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

Adopted this 11th day of April   , 2019.

_____
Sandra L. Welch, Mayor

Attest:

_____
Leslie Wallace May, City Clerk

Welch	Aye
Sarbone	Absent
Tooley	Aye
Belvedere	Aye
Rydell	Aye

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INTERAGENCY AGREEMENT BETWEEN THE COCONUT CREEK POLICE DEPARTMENT AND THE STATE ATTORNEY OFFICE 17th JUDICIAL CIRCUIT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The **COCONUT CREEK POLICE DEPARTMENT** hereafter referred to as CCPD, and the Office of the State Attorney, 17th Judicial Circuit, hereafter referred to as SAO, are criminal justice agencies, formally recognized by the Federal Bureau ·of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CCPD 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 SAO wishes to routinely receive CCPD CJI for the administration of criminal justice;

NOW THEREFORE, The parties agree as follows,

1. The CCPD will email the SAO reports as needed via CJNET.

2. The CCPD will provide the SAO with the records for criminal justice purposes at no cost to the SAO.

3. The SAO agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.

4. The SAO agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the CCPD, dated 09/20/2016, a copy of which is attached to this Interagency Agreement, to include but not be limited to the FBI CJIS Security Policy.

5. The SAO agrees that it shall make use of the records for authorized criminal justice purposes only.

6. The SAO will disseminate CJI related information obtained from the CCPD only for criminal justice purposes.

7. The SAO will maintain any information obtained from the CCPD in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws.

8. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.

9. To the extent provided by the laws of Florida, the SAO agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.

10. The SAO must ensure all devices with connectivity to the 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.

11. CJI may only be accessed via computers or interface devices owned by the SAO or contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the SAO may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.

12. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy 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.

13. The SAO will have a written policy for discipline of personnel who access CJI via the CCPD records for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures and will provide a copy of that policy to the CCPD for its records.

14. The CCPD staff and SAO personnel shall submit instances of violations of subsection (I0) to the proper point of contact within the CCPD for follow-up.

15. The SAO will provide a point of contact to the CCPD 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. The SAO will conduct appropriate follow-up and will notify the CCPD of the outcome of investigations related to violations of this agreement.

16. The CCPD has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.

17. The CCPD reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

18. Either party may terminate this agreement upon thirty (30) days written notice, except that the CCPD may terminate this agreement immediately and without notice upon finding that the SAO 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.

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

FOR COCONUT CREEK POLICE DEPARTMENT:

CITY OF COCONUT CREEK

Mary C. Blasi 4/11/19
Mary C. Blasi, City Manager / Date

ATTEST:

Leslie Wallace May 4/15/19
Leslie Wallace May, City Clerk / Date

APPROVED AS TO FORM:

Terrill C. Pyburn 4/11/19
Terrill C. Pyburn, City Attorney / Date

WITNESS

**OFFICE OF THE STATE ATTORNEY,
17TH JUDICIAL CIRCUIT**

Monica M Hofheinz 5-2-19
Monica Hofheinz, Executive Director / Date

Michael O'Connor 5-2-19
Michael O'Connor, Deputy Chief, FAC / Date