

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into on ____ day of _____, 2017, by and between the Broward County Sheriff's Office (hereinafter referred to as "BSO") and City of Coconut Creek a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, BSO and the Coconut Creek Police Department (CCPD) are bona fide criminal justice agencies under 943.045(11); and

WHEREAS, BSO presently hosts TriTech Software Systems, Inc.'s ("TriTech") CrimeView software suite ("CrimeView"), a visual intelligence data sharing dashboard;

WHEREAS, the City has entered, or will enter, a separate written licensing agreement with TriTech Software Systems, Inc. to use CrimeView;

WHEREAS, the parties will mutually benefit if the City has access to BSO's law enforcement databases accessed through CrimeView and BSO has access to City law enforcement databases accessed through the CrimeView;

WHEREAS, BSO will continue to host and operate the CrimeView software suite and offer reciprocal access to data to other municipal law enforcement agencies and such data will be available to all other municipal law enforcement agencies that agree to share their agency's CAD and/or RMS data and/or other law enforcement related data under a similar MOU with BSO;

NOW THEREFORE, the parties agree as follows:

1. Parties shall be entitled to use and access their respective law enforcement data and interface through the CrimeView Dashboard. Notwithstanding any of the forgoing recitals, the parties agree to limit their sharing and accessing of each other's following systems:

BSO's Systems: BSO Monitor Database for Pre-Trial and Day Reporting; OSSI Record Management Systems Database; Motorola UDT-4 Premier One CAD; Motorola UDT-4 Historic CAD; BSO Warrant Narrative System; FDLE Sex Offender Database Feed; BWI RAPID Pawn Transactions Broward County; and Florida Department of Correction's Prison Releasee

CITY'S Systems: OSSI Record Management Systems Database; Motorola UDT-4 Premier One CAD; Motorola UDT-4 Historic CAD

2. Both parties agree to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of the system providers and/or TriTech licenses with regards to use of each other's systems and CrimeView data.
3. Both parties agree that they shall make use of each other's systems for bona fide law enforcement purposes only.

4. Both parties agree to be responsible for entering and/or maintaining their own separate licensing agreements with TriTech at their own expense and secure the necessary permissions and licenses from TriTech to interface and use each other's CrimeView data.
5. Both parties will burden their own costs and expenses incurred related to this Agreement.
6. Both parties shall immediately notify each other of **any** unauthorized access of each other's systems.
7. The term of this Agreement shall be for one (1) year commencing on the date the Agreement is signed, and shall automatically renew from year to year hereafter unless sooner terminated.
8. Either party may terminate the Agreement upon thirty (30) days written notice, except that a party may terminate this Agreement immediately without notice upon finding that the other party has violated the terms of this Agreement or if any cross-use and/or access to a system is deemed to be in violation of a 3rd party's proprietary rights applicable any software or system license(s) issued to one of the parties.
9. This Agreement constitutes the entire Agreement of the Parties and may not be modified or amended without written Agreement executed by both parties.

IN WITNESS HEREOF, each of the parties hereto has authorized its duly authorized representative to execute this Agreement on the date(s) set forth below:

Authorized Representative

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Lt. Col. Thomas Harrington
Department of Administration

Date: _____

Approved as to form and legal sufficiency for the sole use and purpose of the Broward County Sheriff's Office

By: _____
Ronald M. Gunzburger, General Counsel

Date: _____

For the City of Coconut Creek Police Department:

MARY C. BLASI
City Manager

Date

Attest:

Leslie Wallace May, MMC, City Clerk

Approved as to form and sufficiency:

Terrill C. Pyburn, City Attorney