

**CJIS INFORMATION SHARING AGREEMENT BETWEEN
THE CITY OF CORAL SPRINGS AND THE CITY OF COCONUT CREEK**

THIS AGREEMENT is made and entered into by and between the City of Coral Springs Coral Springs, Florida (hereinafter referred to as "CSPD") and the City of Coconut Creek Coconut (hereinafter referred to as "CCPD") ("Parties," collectively), on this day of _____, 2022 ("Effective Date").

WHEREAS, the City of Coral Springs and the City of Coconut Creek both have full- time law enforcement agencies, the Coral Springs Police Department and the Coconut Creek Police Department, respectively; and

WHEREAS, CSPD provides dispatch and related communications services for CCPD in accordance with an Interlocal Agreement for Dispatch Services entered into by the Parties on July 15, 2020 ("Dispatch Services Agreement"); and,

WHEREAS, Section 12 of the Dispatch Services Agreement provides that both CSPD and CCPD shall adhere to the Florida Department of Law Enforcement standards for CJIS compliance and remain in compliance at all times; and

WHEREAS, this Agreement is supplemental to Section 12 of the Dispatch Services Agreement by adopting practices and the FBI Criminal Justice Information Systems Security Policy; and

WHEREAS, the Parties desire to share Criminal Justice Information(CJI) and utilize Criminal Justice Information Systems (CJIS) of one another for emergency response and law enforcement purposes; and,

WHEREAS, CSPD currently maintains criminal justice information networks consisting of Computer Aided Dispatch Systems ("CAD"), Records Management Systems ("RMS"), Crash Reporting Systems ("CRS"), Citation Management Systems ("CMS"), and a Data Assistant Programs ("DAP"); and,

WHEREAS, CCPD maintains criminal justice information networks consisting of RMS, CRS, and DAP; and

WHEREAS, The Parties desire to maintain records, access Criminal Justice Information ("CJI") and share/exchange the CJI between the Parties for the administration of Criminal Justice.

NOW THEREFORE, The parties agree as follows,

SECTION 1. CRIMINAL JUSTICE INFORMATION

1.1 The Parties agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of CJI.

1.2 All policies, procedures and operating instructions contained in the FBI CJIS Security Policy (“Policy”) and FDLE Criminal Justice User Agreement are attached hereto as Exhibits “A” and “B” respectively and 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 in which case the FDLE Criminal Justice User Agreement, or higher authority, as applicable, will control.

1.3 The Parties agree that they shall make use of the records for authorized criminal justice purposes only.

1.4 A party receiving CJI pursuant to this Agreement shall only disseminate CJI obtained from the other for criminal justice purposes only.

1.5 A party receiving CJI pursuant to this Agreement shall maintain any information obtained from the other in a secure place and will destroy records containing such information in compliance with all applicable federal and state laws.

1.6 The Parties shall ensure that all CJI data that is electronically transmitted outside of a physically secure location, as defined by the Policy is encrypted as required by the Policy unless the Florida Department of Law Enforcement (“FDLE”) has granted an exception.

1.7 The Parties agree that, to the extent provided by the law, each Party agrees to be responsible for the Policy violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered in or through the receipt of the CJI and records obtained pursuant to this Agreement. Nothing herein shall be deemed consent to be sued by any third party or a waiver of sovereign immunity or the limits provided for in Section 768.28, Florida Statutes.

1.8 The Parties agree that CJI may only be accessed via computers or interface devices owned by CSPD or CCPD. Personally owned devices shall not be authorized to access, process, store, or transmit CJI.

1.9 CSPD and CCPD have an obligation to report instances of misuse of CJIS and CJI to FDLE for follow up of applicable investigations and discipline in compliance with the Policy.

1.10 CSPD and CCPD agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.

1.11 CSPD and CCPD 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.

1.12 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 FBI.

1.13 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.

1.14 CSPD and CCPD will ensure that all of their respective computer devices and computer systems that transmit 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.

1.15 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.

1.16 CSPD and CCPD 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.

1.17 CSPD and CCPD 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 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.

SECTION 2. COMPUTER AIDED DISPATCH

2.1 CSPD shall be responsible for the maintenance, upgrades, and repairs to the CSPD's CAD system.

2.2 CSPD shall provide access to its CAD to CCPD via a FIPS 140-2, or better, compliant connection to the CCPD at CCPD's sole cost and expense.

SECTION 3. RECORDS MANAGEMENT SYSTEMS

3.1 CCPD may receive information from CSPD RMS and CRS verbally.

3.2 CCPD shall provide access to its RMS to CSPD via FIPS 140-2, or better, compliant VPN connection at CCPD's sole cost and expense.

SECTION 4. AUDIT LOGS FOR CJIS SYSTEMS

4.1 In accordance with the Policy, upon request of CCPD, CSPD will provide to the CCPD reports showing CCPD user access that is logged and maintained in the CSPD's CAD System. The information provided shall include the requirements of Section 5.4 of the Policy.

4.2 The Parties shall maintain the logging of National Crime Information Center (NCIC) and Interstate Identification Index (III) transactions for a minimum of one (1) year on all NCIC and III transactions.

4.3 Logs containing III shall clearly identify both the operator and the authorized receiving agency. III logs shall also clearly identify the requester and the secondary recipient. The identification on the log shall take the form of a unique identifier that shall remain unique to the individual requester and to the secondary recipient throughout the minimum one-year retention period.

SECTION 5. MODIFICATION

This Agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

SECTION 6. TERM AND TERMINATION

This Agreement shall become effective upon the Effective Date and terminate on the same date as the Dispatch Services Agreement, as may be modified, amended, or renewed.

SECTION 7. GOVERNING LAW; VENUE

7.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.2 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 8. ENTIRE AGREEMENT

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

SECTION 9. COUNTERPARTS

The parties agree that his 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.

IN WITNESS HEREOF, the CITY OF CORAL SPRINGS and the CITY OF COCONUT CREEK hereto have caused this Agreement to be executed by the proper officers and officials.

APPROVED AS TO FORM:

CITY OF CORAL SPRINGS, FLORIDA

ANDREW DUNKIEL, Deputy City Attorney

FRANK BABINEC, City Manager

CITY OF COCONUT CREEK

Karen M. Brooks, City Manager

Date

ATTEST:

Joseph J. Kavanagh, City Clerk

Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

Date