

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into by and between the Pasco Sheriff's Office (hereinafter referred to as "SHERIFF") and the New Port Richey Police Department (hereinafter referred to as "PD"),

THIS AGREEMENT is made and entered into by and between the undersigned agencies in Pasco County, Florida, for Criminal Justice Information Exchange and use of Criminal Justice Information Systems and/or Networks, as defined by the Florida Department of Law Enforcement (FDLE).

WITNESSETH

WHEREAS, The SHERIFF currently maintains criminal justice information networks consisting of Computer Aided Dispatch Systems (CAD), Records Management Systems (RMS), Mobile Computer Terminal (MCT), as well as other systems.

WHEREAS, The PD wishes to maintain records, access Criminal Justice Information (CJI), and share/exchange the CJI between all parties covered under this agreement for the administration of Criminal Justice;

NOW THEREFORE, the parties agree as follows,

1. The PD agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of CJI.
2. All policies, procedures, and operating instructions contained in the FBI CJIS Security Policy and FDLE Criminal Justice User Agreement are hereby incorporated into and made part of the agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
3. The PD agrees that it shall make use of the records for authorized criminal justice purposes only.
4. The PD will disseminate CJI related information obtained from SHERIFF only for criminal justice purposes.
5. The PD will maintain any information obtained from SHERIFF in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws and any other rules or regulations as required by the FBI or FDLE.
6. The SHERIFF and PD will ensure that all CJI data that is electronically transmitted outside of an FBI CJIS Security Policy defined physically secure location is encrypted as required by the FBI CJIS Security Policy, unless the FDLE has granted an exception.
7. To the extent provided by the laws of Florida, the PD 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. The PD agrees to save and hold harmless, and indemnify the SHERIFF from any and all liability related to or arising out of the operation of this Agreement. CJI may only be accessed via computers or interface devices owned by the PD or contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI.

8. PD shall report instances of misuse to SHERIFF and FDLE for follow up of applicable investigations and discipline in compliance with the FBI CJIS Security Policy.
9. This Agreement shall take effect upon the full execution of this Agreement by both Parties and shall continue until terminated as provided in this Agreement.
10. Either Party may terminate this Agreement upon thirty (30) days written notice, except that the SHERIFF may terminate this Agreement immediately and without notice upon finding that PD has violated the terms of this Agreement.

NOW THEREFORE, The SHERIFF and PD further agree as follows,

TELETYPE SERVICES

The PD Teletype Services will remain within the PD and will not utilize the SHERIFF'S Teletype Services. However, in the event of an interruption of service of one of the Parties and there is a critical or time sensitive record needing entry, the other Party shall make a good faith effort to assist in entering the information into FCIC/NCIC.

DISPATCH SERVICES

The SHERIFF partners with PASCO COUNTY DEPARTMENT OF EMERGENCY SERVICES, a Non-Criminal Justice Agency, with a designated ORI that performs dispatch services. In coordination with the SHERIFF, the PASCO COUNTY DEPARTMENT OF EMERGENCY SERVICES will provide dispatching for the PD via their oversight agreement. Per the agreement as oversight, the SHERIFF's office ensures all required vetting and training for the staff of the PASCO COUNTY PUBLIC SAFETY CENTER is conducted and ensures adherence to FDLE and FBI CJIS Security Requirements. All 911 calls will be handled by the Dispatch Center and they will dispatch units from there. PD will answer their own non-emergency calls, initiate the call, and get it started before transferring it to the Dispatch Center to go through their QA and process.

HARDWARE

The PD is responsible for all costs associated with maintenance and updates to their equipment.

TECHNICAL SUPPORT

In the event the PD requires Information Technology Support regarding its use and administration of the CJIS Systems/Applications, the SHERIFF agrees to provide said technical support services to the PD

The SHERIFF and the PD, through their policies and procedures, will manage levels of user or group access to the CJIS Systems/Application for their respective agencies.

The PD is responsible for any firewalls between the PD, the City of New Port Richey, and the SHERIFF that may be required to meet state and federal security requirement.

The PD has entered into a Management Control Agreement with the City of New Port Richey for Information Technology support of their network devices and systems. The City has an agreement with a third party for IT support that is referenced within the Management Control Agreement. Per the FBI CJIS Security Policy requirements, all personnel of the third-party IT support vendor have undergone a fingerprint-based background check under the PD's ORI, have the appropriate level of Security

Awareness Training and have each signed a Security Addendum that remains with the PD. The third-party IT vendor may at times require access to the devices provided by the SHERIFF's office for PD use. In these instances, the PD agrees to maintain the required vetting for all vendor personnel and provide these to the SHERIFF's office upon request. The PD agrees to also provide a list of the vendor personnel to the SHERIFF's office and notify the SHERIFF's office of any personnel changes. The PD will act as a Lead Contract Agency for the vendor personnel as they will be accessing the PD network as well as have IT privileges to devices that are owned and monitored by the SHERIFF's office.

FINANCIAL RESPONSIBILITY OF PD

The PD agrees it is responsible for any and all initial and recurring software charges based on the PD's access of the criminal justice information systems, including but not limited to data conversion; annual maintenance fees; software licenses; costs to upgrade, repair and/or replace servers; software upgrades; Software licenses that provide a secure connection to the criminal justice information systems; and any other necessary and reasonable expenses.

MOBILE COMPUTER TERMINAL (MCT)

The SHERIFF maintains a mobile computer terminal (MCT) software and the software's main purpose is to assist law enforcement dispatching activities.

The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S MCT software.

The SHERIFF provides access to PD via its MCT system by a FIPS 140-2 compliant VPN connection.

COMPUTER AIDED DISPATCH (CAD)

The SHERIFF maintains a computer-aided dispatch (CAD) system whose main purpose is to receive and dispatch calls for service relating to law enforcement matters.

The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S CAD system.

The SHERIFF provides access to PD via SHERIFF's CAD system via FIPS 140-2 compliant VPN connection to the PD. This access may be utilized via hardware provided by the SHERIFF or hardware provided by the PD.

RECORDS MANAGEMENT SYSTEM (RMS)

The SHERIFF maintains a Records Management Systems (RMS).

The SHERIFF provides access to the PD via its RMS by a FIPS 140-2 compliant VPN connection.

OTHER CJIS SYSTEMS/APPLICATIONS

The SHERIFF maintains other criminal justice networks that may be shared with the PD. If the SHERIFF provides access to PD to any other SHERIFF criminal justice information networks or applications, the connection will be through a provided VPN connection.

AUDITING LOGS FOR CJIS SYSTEMS

The SHERIFF will review all CJI Systems logs for inappropriate/improper use as required by the CJIS Security Policy Section 5.4. If the logs show inappropriate/improper use for any PD users, the SHERIFF's local agent security officer (LASO) will contact the PD LASO and alert the agency of the information obtained via the logs.

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 duly authorized officials.

Pasco Sheriff's Office

Chris Nocco, Sheriff

Date

New Port Richey Police Department

Robert Kochen, Chief

Date