

**INTERAGENCY AGREEMENT BETWEEN THE POLK COUNTY SHERIFF'S OFFICE
AND THE DUNDEE FIRE DEPARTMENT FOR CRIMINAL JUSTICE
INFORMATION EXCHANGE AND COMPUTER USAGE**

WITNESSETH

WHEREAS, the **POLK COUNTY SHERIFF'S OFFICE**, hereafter referred to as PCSO, and the **DUNDEE FIRE DEPARTMENT**, hereafter referred to as DFD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, PCSO maintains a dispatching center for law enforcement 911 calls and services; and

WHEREAS, PCSO maintains electronic data bases and applications (System) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, DFD wishes to utilize dispatching services provided by PCSO:

WHEREAS, PCSO and DFD wishes to routinely share CJI for the administration of criminal justice;

NOW THEREFORE, the Parties agree as follows:

1. PCSO will assist the DFD with the following dispatching functions: dispatching, entering entries, updates, and cancellations within FCIC/NCIC as required by the FDLE User Agreement and the Federal Bureau of Investigations.
2. PCSO will provide DFD access to CJI systems for search capabilities, information storage, and case management. Access to these systems will be provided through a FIPS 140-2 certified encrypted path.
3. PCSO and DFD may also exchange CJI, as needed, via voice and/or physical paper dissemination.
4. Both PCSO and DFD will utilize the records for criminal justice purposes.
5. PCSO and DFD agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
6. Both parties agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and each party, to include but not limited to the FBI CJIS Security Policy.
7. Both PCSO and DFD agree that they shall make use of the records for authorized criminal justice purposes only.
8. Both parties will disseminate CJI related information obtained from one another only for criminal justice purposes.

9. Both parties agree to maintain any information obtained from one another in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws.
10. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
11. To the extent provided by the laws of Florida, the parties agree to be responsible for the violations, negligent acts or omissions of their agency's' personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
12. Both parties must ensure all devices with connectivity to CJI systems and/or data 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 device, after any necessary testing, upon such patches becoming available.
13. CJI may only be accessed via computers or interface devices owned by the criminal justice agencies or contracted entities. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the hosting agency 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.
14. 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.
15. Both PCSO and DFD will have a written policy for discipline of personnel who access CJI for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures.
16. The DFD shall submit instances of violations to the proper point of contact within PCSO for follow-up.
17. PCSO and DFD have 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.
18. PCSO 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.
19. Either party may terminate this agreement upon thirty (30) days written notice.
20. Nothing contained herein shall in any way waive the sovereign immunity that each party presently enjoys under the Constitution and Statutes of the State of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

21. This agreement constitutes the entire agreement of the parties and may not be modified or amended except in writing executed by both parties. This agreement supersedes or amends all prior agreements or provisions of agreements between the parties solely related to the obligations or responsibilities to comply with applicable laws and rules regarding the sharing of CJI. This agreement does not supersede or amend any provision of any existing agreement between the parties that involve the provision of services for compensation, whether related to the sharing of CJI, or any other matter.

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

POLK COUNTY SHERIFF'S OFFICE
ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Helen Cholewa
WITNESS TO ANDRIA MCDONALD

Date: 11-27-24

APPROVED AS TO FORM AND CONTENT

By: [Signature]
SHERIFF'S COUNSEL

DUNDEE FIRE DEPARTMENT
JOE CARBONE, FIRE CHIEF

Date: _____

TOWN OF DUNDEE
BY SAM PENNANT, MAYOR

ATTEST
BY TOWN CLERK

Date: _____

APPROVED AS TO FORM AND CONTENT

By: _____
TOWN OF DUNDEE ATTORNEY