

INTERAGENCY AGREEMENT
FOR ACCESS TO AND EXCHANGE OF CRIMINAL JUSTICE INFORMATION

This Interagency Agreement is entered into by the **Levy County Sheriff's Office**, hereafter referred to as LCSO, and **Levy County**, a political subdivision of the State of Florida, by and through its Department of Public Safety hereafter referred to as DPS effective as of the last date signed below.

WHEREAS, LCSO, is a criminal justice agency, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCSO maintains multiple electronic records systems for the documentation of calls for service and creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, The LCSO maintains an electronic computer aided dispatch system (CAD) for the creation and storage of incidents, hereinafter referred to as Criminal Justice Information (CJI); and

WHEREAS, The DPS routinely has access to CJI through the LCSO computer aided dispatch system (CAD) for the fulfillment of the DPS mission.

NOW THEREFORE, The parties agree as follows,

1. The LCSO agrees to provide 24/7 dispatch communications to DPS.
2. The LCSO will provide the DPS with the dispatch communications for purposes of all medical and fire emergency calls for service at no cost to the DPS.
3. The DPS 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 DPS agrees to abide by all the terms and conditions of the Criminal Justice User Agreement including but not limited to the FBI CJIS Security Policy.
5. The DPS agrees that it shall make use of the records for authorized criminal justice purposes only.
6. The DPS will disseminate CJI related information obtained from the LCSO only for criminal justice purposes.
7. The DPS will maintain any information obtained from the LCSO 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. To the extent provided by the laws of

Florida, the DPS 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.

9. The DPS 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.
10. CJI may only be accessed via computers or interface devices owned by the DPS or DPS-contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the DPS 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.
11. 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.
12. The DPS will have a written policy for discipline of personnel who access CJI via the LCSO 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 LCSO for its records.
13. In order to meet the requirements for a Management Control Agreement, DPS shall ensure every member undergoes a fingerprint-based criminal history check and maintains the appropriate CJIS training. LCSO will provide the fingerprint checks and CJIS training on a schedule to be agreed upon by both agencies. The fingerprint checks and CJIS training requirements also apply to all volunteer fire department personnel working in the County.
14. The LCSO staff and DPS personnel shall submit instances of violations of this agreement to the proper point of contact within the LCSO for follow-up.
15. The DPS will provide a point of contact to the LCSO 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 DPS will conduct appropriate follow-up and will notify the LCSO of the outcome of investigations related to violations of this agreement.
16. The LCSO 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 LCSO 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. Each Party shall bear the liability arising from the acts undertaken by its personnel pursuant to this Agreement. Nothing herein shall be deemed to be a waiver of sovereign immunity or the benefits or provisions of s. 768.28, Florida Statutes.
19. This Agreement shall become effective upon its full execution by both parties and the recording of this agreement in the Public Records of Levy County. This Agreement shall continue in full force and effect until terminated as provided herein. Either party may terminate this agreement upon thirty (30) days written notice, except that the LCSO may terminate this agreement immediately and without notice upon finding that the DPS has violated the terms of this agreement.
20. Except as provided herein, any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

LCSO

Robert B. McCallum, Jr., Sheriff
9150 NE 80th Avenue
Bronson, FL 32621
bmccallum@levyso.com

W.O. B. Beauchamp, Undersheriff
9150 NE 80th Avenue
Bronson, FL 32621
bbeauchamp@levyso.com

DPS

Mary-Ellen Harper, County Manager
310 School Street, Suite 112
Bronson, FL 32621
harper-mary-ellen@levycounty.org

James M. Harrell, Director
P.O. Box 448
Bronson, FL 32621
mharrell@levydps.com

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

THE REAMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on the respective dates under each signature.

Levy County Sheriff's Office

Levy County


Robert B. McCallum, Jr., Sheriff

Date: 11/17/25

Desiree Mills, Chair

Date: _____

ATTEST:

Matt Brooks, Clerk of the Circuit Court
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
Interim County Attorney