INTERAGENCY AGREEMENT REGARDING
INTERFACE FOR CRIMINAL JUSTICE SYSTEMS

WPB Contract No. 18607

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into on _____, by and between the **City of West Palm Beach** and the **City of Delray Beach**, both of which are municipal corporations formed and existing under the laws of the State of Florida.

WHEREAS, the West Palm Beach Police Department, hereafter referred to as "WPBPD" is a bona fide law enforcement agency; and

WHEREAS, the Delray Beach Police Department, hereafter referred to as "DBPD" is a bona fide law enforcement agency; and

WHEREAS, both DBPD and WPBPD, by and through the governing bodies of their municipalities, have entered into separate agreements with FDLE to govern the storage and access to Criminal Justice Information (CJI); and

WHEREAS, both DBPD and WPBPD wish to share access to their respective Record Management Systems (RMS) data for law enforcement purposes;

NOW THEREFORE, the parties agree as follows,

1.   **USE OF THE SYSTEM**.

1.1   The DBPD shall be entitled to use, through agents and employees of DBPD, the OSSI Switch-to-Switch interface for the Report Management System (the "Interface") located at the WPBPD.

1.2   The WPBPD shall be entitled to use, through agents and employees of WPBPD, the OSSI Switch-to-Switch interface for the Report Management System (the "Interface") located at the DBPD.

1.3.   DBPD and WPBPD each agree that it shall make use of the Interface only for bona fide law enforcement purposes.

1.4   DBPD and WPBPD each agree to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FDLE and the CJIS Security Policy with regard to the use of said Interface.

2.   **SECURITY MEASURES**.

2.1   Compliance. DBPD and WPBPD shall comply with the CJIS Security Policy and the rules, regulations, policies and procedures established for handling CJI, including but not limited to, system security, personnel security, physical security, user authorization and technical security.

2.2   Policy. In compliance with the FDLE User Agreement, DBPD and WPBPD agree to have a formal written policy restricting Interface access to agency owned devices and forbidding the use of any such Interface access on personally owned or public devices.

2.3   Security Incident. DBPD shall immediately notify WPBPD and FDLE of any suspected compromise of the CJNet. WPBPD shall immediately notify DBPD and FDLE of any suspected compromise of the CJNet.

3.   MISCELLANEOUS REQUIREMENTS

3.1   Records. DBPD and WPBPD shall maintain the confidentiality of any records under this Agreement in accordance with Section 119.071 and Chapter 943, Florida Statutes.

3.2   The City of Delray Beach and DBPD shall not assume any liability for the negligent or wrongful acts or omissions of the City of West Palm Beach, its agents, servants, or employees in the performance of services under this Agreement. Nothing in this provision shall be construed as consent by the City of Delray Beach and/or DBPD to be sued, nor as a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

3.3   The City of West Palm Beach and WPBPD shall not assume any liability for the negligent or wrongful acts or omissions of the City of Delray Beach, its agents, servants, or employees in the performance of services under this Agreement. Nothing in this provision shall be construed as consent by the City of West Palm Beach and/or WPBPD to be sued, nor as a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

3.3.   Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the non-terminating party at its city hall. Such notice shall be delivered via hand delivery with signature receipt or via overnight courier service (FedEx, UPS, etc...) with signature confirmation of receipt.

3.4   This Agreement constitutes the entire agreement of the parties and may only be modified by written agreement executed by both parties.

[Signatures on following page.]

IN WITNESS HEREOF, the parties hereto have caused this Interagency Agreement Regarding Interface for Criminal Justice Systems to be executed by the proper officers and officials.

CITY OF WEST PALM BEACH

ATTEST:

Hagli f. Cannon
City Clerk

By: _Geraldine Muoio_
Geraldine Muoio, Mayor

Office of the City Attorney
Approved as to form and legality
By: _Vson_

Date: _June 20_, 2017

Approved:

By: _Sarah Mooney_ 1301
Sarah Mooney, Police Chief

CITY OF DELRAY BEACH

ATTEST:

_____
Katerri Johnson, City Clerk

By: _____
Cary Glickstein, Mayor

City Attorney
Approved as to form and legal sufficiency

Date: _____

By: _____
R. Max Lohman, City Attorney

Approved:

By: _____
Jeffrey Goldman, Police Chief