

**INTERAGENCY AGREEMENT BETWEEN THE MIAMI BEACH POLICE DEPARTMENT
AND _____ FOR CRIMINAL JUSTICE
INFORMATION EXCHANGE AND SYSTEM USEAGE**

WITNESSETH

WHEREAS, this Information Exchange Agreement is made and entered into, by the **Miami Beach Police Department** hereafter referred to as MBPD, and _____, hereafter referred to as AGENCY2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, MBPD and AGENCY2 are headquartered within the boundaries of the State of Florida;

WHEREAS, MBPD presently hosts and maintains an electronic database for the Vigilant License Plate Reader (LPR) System to assist law enforcement agencies in detection, identification and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes. Additionally, the System can be utilized to assist in developing and pursuing leads in criminal investigations by locating suspects, witnesses, and victims. for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, MBPD has elected to be the Lead Agency for statewide vetting of the Vigilant Vendor (Vendor) personnel.

WHEREAS, MBPD is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with AGENCY2, in a manner consistent with the requirements of the CSP;

WHEREAS, The Federal Bureau of Investigation (FBI) issued a memorandum informing states that LPR extract data is now considered criminal justice information (CJI), and therefore must meet protection requirements set forth under the CJIS Security Policy (CJISSECPOL). This information was released to all law enforcement agencies by the FDLE via CJIS Memorandum 2022-11.

WHEREAS, The AGENCY2 wishes to access and utilize CJI from the MBPD's LPR System for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows:

1. The LPR System may be hosted and maintained locally at the MBPD or on a secure government-approved cloud platform such as Microsoft Azure GovCloud, pursuant to approval by FDLE.
2. The AGENCY2 shall be entitled to use, through agents and employees of MBPD the LPR System.
 - a. The MBPD is required to conduct level two background checks on all LPR system Vendor personnel with unescorted access to unencrypted CJI and retain those results under their ORI in FALCON.
 - b. The MBPD shall ensure that Vendor notifies MBPD in the event Vendor hires or terminates Vendor personnel so that the FALCON database can be updated.
 - c. The MBPD must ensure that all Vendor personnel have taken and maintain current CJISONLINE Awareness Training prior to gaining access to the LPR System and annually thereafter.
 - d. The MBPD must ensure that a copy of the Security Addendum Certification Page is completed by all Vendor personnel and must maintain a copy of the Certification Page.
 - e. The MBPD is responsible to ensure that Vendor personnel are meeting the requirements outlined in the CJISSECPOL including all requirements for remote/logical access.

3. The AGENCY2 agrees to abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI CJISSECPOL and rules and regulations of the MBPD, with regard to the use of the LPR System.
4. The AGENCY2 agrees that it shall make use of the information system only for the administration of criminal justice.
5. 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 be limited to the requirements of the FBI CJISSECPOL.
6. Both parties agree that they shall make use of the records and information within the LPR System for authorized criminal justice purposes only.
7. Both parties will disseminate CJI related information obtained from the LPR System only for criminal justice purposes.
8. 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. To the extent permitted by Section 768.28 of the Florida Statutes, each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.
9. All policies, procedures and operating instructions contained in the FBI CJISSECPOL 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.
10. Both MBPD and AGENCY2 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.
11. The MBPD and AGENCY2 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.
12. The MBPD 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.
13. CJI SYSTEM REQUIREMENTS for accessing the LPR System:
 - a. AGENCY 2 shall submit a list to MBPD of AGENCY2 individuals authorized to access the LPR system within thirty (30) days of executing this Interagency Agreement. AGENCY2 shall send MBPD an updated list upon adding and/or removing an AGENCY2 user.
 - b. AGENCY2 shall verify that each user with access to the LPR System is an authorized individual.

- c. AGENCY2 shall ensure that users from their agency are removed when access is no longer required.
 - d. AGENCY2 shall ensure that users are only provided the necessary access to the CJJ System as needed for their job duties.
 - e. AGENCY2 shall connect all devices to the hosted CJJ System via an encrypted path.
 - f. The AGENCY2 Local Agency Security Office (LASO) shall ensure audit logs of the LPR System contain all information outlined in the CJISSECPOL auditing and accountability section and shall review the audit logs on a weekly basis.
 - g. The AGENCY2 is required to conduct and maintain records of an annual review of active accounts to the LPR System. The records must be retained and provided to MBPD during AGENCY2's triennial technical audit.
 - h. The AGENCY2 shall access to the LPR System via an encrypted tunnel.
 - i. The AGENCY2 shall only use AGENCY2 owned devices to access the LPR System.
 - j. The LPR System must meet all requirements outlined in the CJISSECPOL for CJJ Systems.
14. Either party may terminate this Agreement upon thirty (30) days written notice, except that the MBPD may terminate this Agreement immediately and without notice upon the finding that the AGENCY2 has violated any term of this Agreement.
15. Each party agrees to be liable for any and all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, in the course and scope of such party's utilization, access, distribution or any other usage of any information obtained by way of this Agreement.
16. Nothing herein contained is intended to serve, nor shall be interpreted as a waiver of any defense or limitation of liability afforded a governmental entity as a result of sovereign immunity, or to extend or increase either party's liability as provided in Section 768.28, Florida Statutes. Said financial limitations shall apply to any and all claims and actions including, but not limited to, those arising out of contract or tort.
17. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.
18. This Agreement constitutes the entire agreement of the parties and may not be modified or amended without a written agreement executed by both parties.

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

Miami Beach Police Department

Chief of Police _____ Date _____

Witness _____ Date _____

AGENCY 2 Name:

Jeffrey Devlin, Chief of Police
AGENCY 2 Head and Title _____ Date _____

AGENCY2 Witness _____ Date _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney  02/22/24
Date

CITY OF HOLLYWOOD

ATTEST:

City of Hollywood, a municipal corporation
of the State of Florida

Patricia A. Cerny, MMC
City Clerk

Josh Levy, Mayor

Date: _____, 2025

Approved As To Form:

Damaris Henlon
Interim City Attorney