



**TOWN OF MELBOURNE BEACH**

**SPECIAL TOWN COMMISSION MEETING**

**May 6, 2026**

**5:30 PM**

**AGENDA PACKET**

**Town of Melbourne Beach**  
**SPECIAL TOWN COMMISSION MEETING**  
**Wednesday, May 6, 2026 at 5:30 p.m.**  
**COMMUNITY CENTER – 509 OCEAN AVENUE**

**PUBLIC NOTICE**  
**AGENDA**

**Commission Members:**

Mayor Alison Dennington  
 Vice Mayor Terry Cronin  
 Commissioner Anna Butler  
 Commissioner Tim Reed  
 Commissioner Sherri Quarrie

**Staff Members:**

Town Manager A. Marie Smith  
 Town Attorney Ryan Knight  
 Town Clerk Amber Brown

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance, Moment of Silence, and Civility Pledge**

The Commission and Staff of The Town of Melbourne Beach pledge to conduct all public discourse in a civil manner. The Mayor and all members of the Commission will treat one another with courtesy and respect, and ask the public to do the same toward the Commission, each other, and toward staff. We will be respectful of one another even when we disagree. We will direct all comments toward the issues. We will avoid personal attacks.

**4. Public Comment**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

**5. New Business**

A. Law Enforcement and Fire Dispatch Services Agreement with Brevard County Sheriff's Office– Fire Chief Gavin Brown

**6. Adjournment**

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so. In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

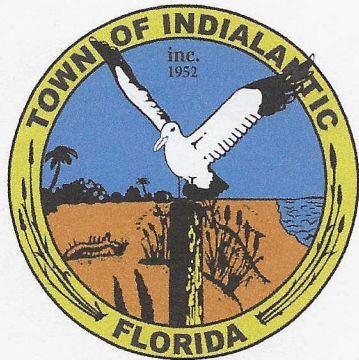
<b>Attachments:</b>	Dispatching Agreement & Letter from Indialantic
<b>Date Prepared:</b>	4/29/2026
<b>Prepared By:</b>	Fire Chief Gavin Brown
<b>Meeting Date:</b>	May 6, 2026

**Agenda Category: New Business**

<b>Subject:</b>	Law Enforcement and Fire Dispatch Services Agreement with Brevard County Sheriff's Office
<b>Recommended Action:</b>	Approve the agreement with Brevard County Sheriff's Office

**Background Information**

1. The Town of Indialantic has provided 911 telecommunication and dispatching services for the Melbourne Beach Volunteer Fire Department since January 27<sup>th</sup>, 2015. During that time, we have enjoyed a strong partnership with the Indialantic Public Safety Telecommunications Center, and they have provided our agency with exceptional service at an extremely fair cost.
2. On April 16<sup>th</sup>, 2026 the Town of Indialantic Council voted to discontinue providing its own public safety telecommunications service due to pending legislation that could force consolidation, the cost to operate the service, and the increased benefits of all resources in a single unified communications center.
3. As a result of this decision, and after thorough evaluation, we believe the best course of action is to move our fire dispatching services to Brevard County for the following reasons:
  - a. Our Police Department has been successfully dispatched by BCSO for many years.
  - b. There are benefits to having our Police & Fire services dispatched from the same agency.
  - c. Due to the existing relationship between our Police Department & BCSO, they have offered us an extremely generous price for adding the service to our existing agreement.
  - d. Industry best practices recommend consolidation to a Unified Communications Center.
  - e. All other beachside agencies (Cocoa Beach, Satellite Beach, Indian Harbour Beach, and Indialantic) have all made the decision to consolidate their dispatching services to BCSO.



## TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Fax 321-345-5587

**MAYOR**  
Mark McDermott  
**DEPUTY MAYOR**  
Doug Wright  
**COUNCIL MEMBERS**

John Brady  
Carrie Foy  
Julie McKnight  
Michael L Casey, Town Manager  
Mollie Carr, Town Clerk

April 17, 2026

A. Marie Smith, Town Manager  
Town of Melbourne Beach  
507 Ocean Avenue  
Melbourne Beach, Florida 32951

Re: Termination of Fire-Rescue Dispatch Services Interlocal Agreement

Dear Ms. Smith:

Pursuant to Section 10 (Termination/Revision of Agreement) of the Fire-Rescue Dispatch Services Interlocal Agreement between the Town of Indialantic and the Town of Melbourne Beach, this letter shall serve as the Town of Indialantic's formal written notice of intent to terminate the Agreement.

The Town of Indialantic hereby provides notice that it will no longer provide Fire-Rescue Dispatch services to the Town of Melbourne Beach, with such termination to be effective June 15, 2026, which date satisfies the Agreement's requirement of providing no less than forty-five (45) days' written notice.

Consistent with the terms of the Agreement, all services rendered prior to the effective termination date will be properly prorated and invoiced accordingly.

The Town of Indialantic appreciates the professional working relationship that has existed between our municipalities and remains committed to cooperating, as appropriate, during the transition period to help ensure continuity of public safety services.

Should you have any questions regarding this notice or wish to discuss transition coordination, please do not hesitate to contact my office.

Sincerely,

Michael Casey  
Town Manager  
Town of Indialantic

## **LAW ENFORCEMENT a n d F I R E D I S P A T C H S E R V I C E S A G R E E M E N T**

**THIS AGREEMENT**, is entered into and made effective the 1<sup>st</sup> day of June 2026, irrespective of when signed, by and between the Town of Melbourne Beach, a Florida municipal corporation, by and through its Town Commission, (hereinafter referred to as "Melbourne Beach") and Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as "Sheriff"). Melbourne Beach and Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

### **WITNESSETH**

**WHEREAS**, Melbourne Beach has, as two of its Town departments, a police department (hereinafter referred to as the "MBPD") and a fire department (hereinafter referred to as the "MBFD"); and

**WHEREAS**, Section 4.2 at page 37 of *Florida's Department of Management Services, Florida Emergency Communications Number 911 State Plan, 2017* provides the following recommendations: "Although PSAP consolidation is currently a local decision made by each county, formation of PSAPs that serve multiple municipal emergency response agencies is encouraged by DMS. Consolidation, where the county chooses to combine and operate one or more public-safety agencies in a single E911 facility, reduces costs and increases operational efficiency. Consolidation should be considered to be appropriate and the most effective and efficient method of managing a county E911 system. Enhanced 911 system capabilities, which provide the caller's telephone number, location and jurisdictional response agencies based on location, have reduced the need for local municipal PSAPs. Community and county leaders should work together to consolidate PSAP facility and equipment resources, especially in situations where a PSAP, is having a high call volume, can answer 911 calls for a PSAP with a low call volume"; and

**WHEREAS**, Sheriff and Melbourne Beach have determined that it is in the best interest of the citizens to consolidate their E911 operations within a Unified Communications Center ("UCC"), with the purpose of effectively coordinating and conducting public safety communications; and

**WHEREAS**, Sheriff currently has a unified dispatch center, the Unified Communications Center, to receive calls for law enforcement services, fire rescue emergencies and emergency medical service/hospital transport purposes and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the "FCC"), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center (hereinafter referred to as "NCIC"), and the Florida Crime Information Center (hereinafter referred to as "FCIC"), all such services being collectively referred to herein as "law enforcement and fire dispatch services"; and

**WHEREAS**, Melbourne Beach desires that Sheriff provide dispatch services to MBPD and MBFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

**WHEREAS**, Sheriff is willing to provide dispatch/teletype services to MBPD and MBFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as MBPD/MBFD and its officers and members, all of whom are employees of Melbourne Beach, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals** The Parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.
2. **Authority for this Agreement** This is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended.
3. **Obligations of Sheriff**
  - a. During the term of this Agreement, which shall commence on the 1<sup>st</sup> day of June 2026, and shall continue for a term of forty (40) months ending September 30, 2029, Sheriff shall provide Melbourne Beach with law enforcement, fire and rescue

emergencies and emergency medical service/hospital transport dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:

- 1) Receiving on behalf of MBPD and MBFD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;
- 2) Dispatching radio traffic;
- 3) Judicial Process dispatching wrecker service at the request of MBPD/MBFD;
- 4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and
- 5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. Sheriff shall be the record holder and MBPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to MBPD relative to the FCIC/NCIC functions, the following will apply as to procedures:
  - (a) FCIC/NCIC entries will be made with the approval from the MBPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the MBPD report writer. The information provided by MBPD to Sheriff's Judicial Process Unit, whether via telephone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.
  - (b) The record owner shall provide original reports and supplemental reports to Sheriff's Judicial Process Unit. The record holder will store the original documents along

with the entry/cancellation request form in a file cabinet located in Sheriff's Judicial Process Unit. The Judicial Process Technicians employed by Sheriff will provide hit confirmations/cancellations.

- (c) When appropriate, MBPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by MBPD has been completed, the Judicial Process Unit will notify MBPD and provide a copy of the cancellation to MBPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.
- (d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary, of MBPD. MBPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by MBPD. The Judicial Process Unit is responsible for all validation audits.
- (e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of MBPD shall be performed with the approval from the on-duty supervisor of MBPD. Sworn personnel assigned to the Investigations Division of MBPD can request computerized criminal histories as outlined in the FCIC/NCIC training manual.
- (f) All calls, including all walk-ins, that request the non-emergency services of MBPD and MBFD shall be dispatched through Sheriff's Unified Communications Center to the MBPD patrol division, and MBFD unless otherwise directed by MBPD or MBFD due to its unavailability.

- b. Sheriff shall have the sole authority to promulgate rules and regulations for the operation of Sheriff's Unified Communications Center. Sheriff shall have complete oversight over all operations of the Unified Communications Center. MBPD, MBFD and Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires continuous review and improvement of the structure, system and procedures. On occasion, problems will occur. The on-duty supervisors employed by Sheriff and employed by MBPD and/or MBFD who experience any problems or concerns shall work to resolve such issues at their level at the time that a problem or concern arises. If, however, a resolution cannot be reached at the on-duty supervisor level, Sheriff's Unified Communications Center and/or Judicial Process and a MBPD/MBFD designated member of command staff shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the Parties, the issue shall then be brought to the MBPD Chief of Police, MBFD Fire Chief and BCSO Undersheriff for resolution.
  - c. The MBPD Chief of Police or designee, and/or MBFD Fire Chief or designee and the Undersheriff or designee shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control, and nearest available patrol and/or fire rescue operation protocols.
4. **Covenants of Melbourne Beach** Melbourne Beach represents, warrants, covenants and agrees that employees of Melbourne Beach shall:
- a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC, with regard to the use of dispatch services provided by Sheriff;
  - b. Abide by all the terms and conditions of the *FDLE Criminal Justice User Agreement* bilaterally executed between the Florida Department of Law Enforcement and Sheriff on April 17, 2023, a

copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;

- c. Abide by all the terms and conditions of the *Interagency Agreement for Criminal Justice Information Exchange, Services, and Support* bilaterally executed between Melbourne Beach and Sheriff on May 20, 2025, a copy of which is attached to this Agreement as **Exhibit "B"** and by this reference incorporated herein;
  - d. Make use of the dispatch services only for bona fide law enforcement and fire and rescue and emergency medical services purposes; and
  - e. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the FCIC/NCIC information systems, and to promptly notify Sheriff of any corrections, modifications, or cancellations necessary with regard to information or data entered at the request or direction of employees of Melbourne Beach into the FCIC/NCIC information systems.
5. **Information Technology Support** Sheriff shall provide information technology (IT) support for all dispatch-related equipment and software transferred under this Agreement, including CAD systems, consoles, and network connectivity essential for dispatch operations. IT support shall encompass routine maintenance, troubleshooting, security management, upgrades, user support, and vendor coordination as necessary.
- a. Each party shall promptly notify the other of any technical issues impacting dispatch service. For issues unique to Melbourne Beach's operations, the Town shall provide primary IT response, with collaborative support from Sheriff as needed for system integration.
  - b. For systemwide technical or network issues affecting multiple Parties or core dispatch functions, Sheriff and Melbourne Beach will respond in a timely, collaborative manner to restore and maintain service continuity.

- c. Sheriff shall retain sole authority to set and enforce technology standards, manage licensing, control access consistent with CJIS/NCIC requirements, and determine the configuration and replacement of hardware or software necessary for dispatch operations.
  - d. Any costs for IT support, licensing, or upgrades not included in the standard service fee shall be subject to annual negotiation and agreement by the Parties.
  - e. The Parties shall assign designated IT liaisons to ensure prompt communication and issue escalation for dispatch technology. The Parties mutually agree to cooperate in all audits or security reviews as required by Sheriff, MBPD/MBFD or FDLE.
  - f. Sheriff shall control access to dispatch centers or systems (including for Criminal Justice Information Services (CJIS) compliance, vendor maintenance, or emergency response); oversight for all dispatch-related IT/cybersecurity, including the right to secure, upgrade, or replace assets/software.
  - g. Sheriff holds ownership of all dispatch related equipment and software licenses, with full rights to upgrade or replace; the Town of Melbourne Beach must provide funding/reimbursement as agreed by the Parties for immediate technical needs in support of police and fire dispatch.
6. **Financial Consideration** Melbourne Beach agrees to fund Sheriff for providing services set forth in the Agreement as follows:
- a. Any remaining consideration flat-fee amount payable by Melbourne Beach to Sheriff for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services provided to MBPD and MBFD for the current fiscal year 25/26 shall be **WAIVED**.
  - b. The annualized consideration flat-fee amount payable by Melbourne Beach to Sheriff for dispatch services provided to MBPD and/or MBFD for the fiscal year 26/27 shall be **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)**, which will be paid on

or before the first day of November 2026.

- c. The annualized consideration flat-fee amount payable by Melbourne Beach to Sheriff for dispatch services provided to MBPD and/or MBFD for the **fiscal year 27/28** shall be Twenty-Five Thousand and 00/100 Dollars **(\$25,000.00)**, which will be paid on or before the first day of November 2027.
  - d. The annualized consideration flat-fee amount payable by Melbourne Beach to Sheriff for dispatch services provided to MBPD and/or MBFD for the **fiscal year 28/29** shall be Twenty-Five Thousand Hundred and 00/100 Dollars **(\$25,000.00)**, which will be paid on or before the first day of November 2028.
  - e. Notwithstanding the foregoing, the annualized consideration flat-fee amount for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services shall be reviewed, shall be negotiated and shall be agreed to in writing by the Parties on or before May 31, 2029, for the following three (3) fiscal years.
  - f. If this Agreement is terminated by either party prior to the end of the term, Sheriff shall reimburse Melbourne Beach in a fractional amount of the full payment had this Agreement not been terminated prior to the expiration date of this Agreement, the numerator of which shall be the total number of days remaining in the term of the Agreement and the denominator of which shall be 365.
7. **Independent Relationship** Melbourne Beach and its employees, including all members of MBPD and MBFD, shall at all times during the term of this Agreement be considered independent of Sheriff and not as agents or employees of Sheriff. Furthermore, Sheriff is not providing any employee of Melbourne Beach, including, but not limited to, all members of MBPD and MBFD, with any law enforcement authority by virtue of this Agreement.

8. **Indemnification**

- a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Melbourne Beach agrees that, to the limited extent of negligence or misconduct attributable to Melbourne Beach or its employees or agents (including employees assigned to MBPD and MBFD), it shall indemnify, defend and hold Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Melbourne Beach of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.
- b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Sheriff agrees that, to the limited extent of negligence or misconduct attributable to Sheriff or his employees or agents, it shall indemnify, defend and hold Melbourne Beach, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Sheriff of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.
- c. The Parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 8(a) and 8(b), above, will be unenforceable and ineffective should they be found to be in violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.

9. **Assignability** This Agreement may not be assigned by either party under any circumstance.
10. **Venue** The Parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.
11. **Entire Agreement** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the Parties and supersede all prior offers, negotiations and agreements.
12. **Governing Law** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.
13. **Construction of Agreement** This Agreement has been drafted and prepared by Sheriff's attorney as a convenience, and the Parties have read and negotiated all of the language of this Agreement. The Parties acknowledge and agree that, because both Parties participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.
14. **Savings Clause** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
15. **No Waiver** The failure of any of the Parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.
16. **Term of this Agreement** This Agreement shall be effective the 1<sup>st</sup> day June, 2026, irrespective of when signed by the Parties, and will terminate on September 30, 2029; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial

term, and any renewal terms, this Agreement shall automatically renew, in accordance with paragraph 6(e), for another three-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement.

17. **Termination of this Agreement**

- a. **Due to Breach:** In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days of receipt of written notice of such breach or default. If the breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability.
- b. If at any time the Sheriff determines that anything Melbourne Beach, which shall include a sworn or civilian employee, has breached the provisions of this Agreement which has the potential to place Sheriff in jeopardy of being able to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals or Criminal Justice Information Services (CJIS), thus, access to FCIC/NCIC, the Sheriff shall immediately notify the Town. If the Town does not immediately rectify the situation to the satisfaction of Sheriff, Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no waiting period and without penalty or liability.
- c. **Without Breach:** Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other party with at least one hundred eighty (180) days advance written notice of the intent to terminate this Agreement.

18. **Notices** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

**If to Sheriff:**

Sheriff Wayne Ivey  
 Brevard County Sheriff's Office  
 700 Park Avenue  
 Titusville, Florida 32780

**With a copy to:**

Alan Diamond, Esq.  
 Chief Legal Counsel  
 Brevard County Sheriff's Office  
 340 Gus Hipp Blvd.  
 Rockledge, Florida 32955

**If to Melbourne Beach:**

A. Marie Smith, Town Manager  
 Town of Melbourne Beach  
 507 Ocean Avenue  
 Melbourne Beach, Florida 32951

or such other address as shall have been furnished in writing to all of the Parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.

19. **Authorization** Melbourne Beach represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the Town Commission of the Town of Melbourne Beach, Florida, at a duly noticed Town Commission Meeting.

20. **Attorney's Fees and Costs** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.
21. **Filing of Copy of this Agreement** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.
22. **Severability** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the Parties.
23. **Force Majeure** Sheriff shall not be responsible to Melbourne Beach for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of Sheriff.
24. **Non-Pledge of *Ad Valorem* Tax Revenues** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.
25. **Headings** The headings of Articles and Paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
26. **Sunshine Law** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems/features, personnel schedules, duties, assignments,

security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the Town of Melbourne Beach has questions regarding the application of Chapter 119 and 281, Florida Statutes, it is the Town of Melbourne Beach's duty to provide public records relating to this Agreement, the Town shall contact Sheriff's Custodian of Records at 321-264-5214, [records@bcso.us](mailto:records@bcso.us) Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

If Sheriff has questions regarding the application of Chapter 119 and 281, Florida Statutes, to Sheriff's duty to provide public records relating to this Agreement, Sheriff shall contact the Town of Melbourne Beach Custodian of Records at 321-773-5080, Attention: Town Clerk, 507 Ocean Avenue, Melbourne Beach, Florida 32951.

**SPACE INTENTIONALLY LEFT BLANK**

**THE SIGNATURE PAGE IS THE NEXT PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement through their authorized representative on the date first hereinabove written.

Brevard County Sheriff's Office

\_\_\_\_\_  
Wayne Ivey, Sheriff  
Brevard County, Florida

Dated: \_\_\_\_\_

Town of Melbourne Beach, Florida

\_\_\_\_\_  
Amber Brown, Town Clerk

\_\_\_\_\_  
Marie Smith, Town Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Alan Diamond, Esq.  
Chief Legal Counsel  
Brevard County Sheriff's Office

\_\_\_\_\_  
Ryan Knight, Esq.  
Town Attorney  
Melbourne Beach

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Brevard County Sheriff's Office,

with headquarters at

700 South Park Ave. Titusville, Fl 32780,

with the primary ORI of: FL 0050000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEX), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEX, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

## SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJIS Systems that the User may be authorized to access.

## SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJIS dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJIS Systems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DEx Audits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III  
ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	<input checked="" type="radio"/>	<input type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Red Light Camera Program	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
License Plate Reader Program	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Critical Infrastructure Program	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Registered Livescan Submitter	<input checked="" type="radio"/>	<input type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
FCIC VPF TVPP/BTAM	<input checked="" type="radio"/>	<input type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Florida Arrest Affidavit Application	<input checked="" type="radio"/>	<input type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Statewide Record Mgmt. System	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
 Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Microsoft Office 365	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Microsoft Dynamics	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS
Amazon Web Services GovCloud	<input type="radio"/>	<input checked="" type="radio"/>	<u>WF</u> WF	<u>LS</u> LS

- 2 As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name \_\_\_\_\_

Noncriminal justice ORI \_\_\_\_\_ N/A X Initial WK

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

**CJIS Agency Coordinator (CAC)**

Name Danella Kerstetter Email danella.kerstetter@bcso.us  
 Phone 321-264-7745 Cell Phone 321-536--0515

SECTION IV  
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

**NOTICE MANDATED BY SECTION 943.0525, F.S:**

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. **Acknowledgement of Duties and Responsibilities** - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
  
8. **Term of Agreement** - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

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

NAME OF THE USER AGENCY Brevard County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Wayne Ivey TITLE Sheriff

  
Wayne Ivey (Apr 10, 2023 17:00 EDT)  
\_\_\_\_\_  
(SIGNATURE)

DATE 04/10/2023

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**


BY Lucy Saunders TITLE FBI CJIS Systems Officer (CSO) for the State of Florida

  
\_\_\_\_\_  
(SIGNATURE)

DATE 4/17/2023

ID&T Review   
SM

Signature:   
Danella Kerstetter (Apr 10, 2023 16:40 EDT)  
Email: danella.kerstetter@bcso.us

Signature:   
Susie Murphy (Apr 17, 2023 07:07 EDT)  
Email: susiemurphy@fdle.state.fl.us











# Brevard County SO Criminal Justice User Agreement 04062023

Final Audit Report

2023-04-17

Created:	2023-04-06
By:	Susie Murphy (susiemurphy@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ZPMep3NLHc-S_drHH4WWcC3790pQWY2

## "Brevard County SO Criminal Justice User Agreement 04062023" History

-  Document created by Susie Murphy (susiemurphy@fdle.state.fl.us)  
 2023-04-06 - 7:03:11 PM GMT - IP address: 68.205.181.14
-  Document emailed to danella.kerstetter@bcso.us for signature  
 2023-04-06 - 7:03:21 PM GMT
-  Email viewed by danella.kerstetter@bcso.us  
 2023-04-07 - 6:07:51 PM GMT - IP address: 50.30.63.226
-  Signer danella.kerstetter@bcso.us entered name at signing as Danella Kerstetter  
 2023-04-10 - 8:40:25 PM GMT - IP address: 50.30.63.226
-  Document e-signed by Danella Kerstetter (danella.kerstetter@bcso.us)  
 Signature Date: 2023-04-10 - 8:40:27 PM GMT - Time Source: server- IP address: 50.30.63.226
-  Document emailed to wayne.ivey@bcso.us for signature  
 2023-04-10 - 8:40:28 PM GMT
-  Email viewed by wayne.ivey@bcso.us  
 2023-04-10 - 8:57:06 PM GMT - IP address: 107.115.112.3
-  Signer wayne.ivey@bcso.us entered name at signing as Wayne Ivey  
 2023-04-10 - 9:00:38 PM GMT - IP address: 107.115.112.3
-  Document e-signed by Wayne Ivey (wayne.ivey@bcso.us)  
 Signature Date: 2023-04-10 - 9:00:40 PM GMT - Time Source: server- IP address: 107.115.112.3
-  Document emailed to Susie Murphy (susiemurphy@fdle.state.fl.us) for signature  
 2023-04-10 - 9:00:41 PM GMT

-  Document e-signed by Susie Murphy (susiemurphy@fdle.state.fl.us)  
Signature Date: 2023-04-17 - 11:07:45 AM GMT - Time Source: server- IP address: 68.205.181.14
-  Document emailed to cjiscso@fdle.state.fl.us for signature  
2023-04-17 - 11:07:46 AM GMT
-  Email viewed by cjiscso@fdle.state.fl.us  
2023-04-17 - 1:27:15 PM GMT - IP address: 164.51.230.18
-  Document signing delegated to LucySaunders@fdle.state.fl.us by cjiscso@fdle.state.fl.us  
2023-04-17 - 1:27:31 PM GMT - IP address: 164.51.230.18
-  Document emailed to LucySaunders@fdle.state.fl.us for signature  
2023-04-17 - 1:27:32 PM GMT
-  Email viewed by LucySaunders@fdle.state.fl.us  
2023-04-17 - 7:42:47 PM GMT - IP address: 164.51.230.20
-  Signer LucySaunders@fdle.state.fl.us entered name at signing as Lucy Saunders  
2023-04-17 - 8:07:47 PM GMT - IP address: 164.51.230.20
-  Document e-signed by Lucy Saunders (LucySaunders@fdle.state.fl.us)  
Signature Date: 2023-04-17 - 8:07:50 PM GMT - Time Source: server- IP address: 164.51.230.20
-  Agreement completed.  
2023-04-17 - 8:07:50 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

**Interagency Agreement  
Melbourne Beach Police Department  
Agreement for Criminal Justice Information Exchange, Services, and Support**

**THIS AGREEMENT** is made and entered by and between Wayne Ivey, Brevard County Sheriff's Office, hereinafter referred to as the "SHERIFF," a constitutional officer and a charter officer of the political subdivision of Brevard County, Florida, whose address is 700 S. Park Avenue, Titusville, FL 32780, and the Melbourne Beach Police Department, hereinafter referred to as "PD," whose address is, 507 Ocean Avenue, Melbourne Beach, FL, 32951.

**WITNESSETH**

**WHEREAS**, the SHERIFF and PD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); **AND**

**WHEREAS**, in accordance with sections 163.01(2) and 163.01(14), Florida Statutes, the SHERIFF and PD are authorized to enter into an information exchange agreement for the provisions of data exchange and services; **AND**

**WHEREAS**, the SHERIFF presently has the benefit of access to the Florida Criminal Justice Network (CJNET), National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III) all hereafter referred to as "CJI," via network connectivity to the FDLE; **AND**

**WHEREAS**, the SHERIFF has purchased Criminal Justice Information Systems through third-party vendors for ease of use while performing the administration of criminal justice; **AND**

**WHEREAS**, the SHERIFF has developed sophisticated law enforcement software which is presently utilized for the administration of criminal justice, and is supported and maintained by Sheriff's Office staff on a seven days per week, twenty-four hours per day basis; **AND**

**WHEREAS**, the SHERIFF retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII); **AND**

**WHEREAS**, PD has determined that it is advantageous to enter into a contractual agreement with the SHERIFF for the provision of criminal justice computer software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the parties agree as follows:

**1. Agreement Term**

The TERM of this agreement shall be from May 20, 2025, until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the parties notwithstanding. In the event of an Agency Head change at either party, a new agreement must be entered into.

**2. Purpose**

The purpose of this agreement is to establish terms and conditions under which the SHERIFF shall provide CJJ access, services, and support to PD. That CJJ may be provided from SHERIFF's computing resources or from CJJ sources via the SHERIFF's network.

**3. Cooperation**

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this agreement.

**4. Basic Services**

**A. The SHERIFF agrees to:**

- a. Provide access to CJJ systems, software, services, and resources available on the SHERIFF's network to PD, specifically access to data contained within the SHERIFF's Mobile CAD, Records Management System (RMS), and dispatch services. All CJJ access shall be provided in accordance with current FBI CJIS Security Policy, FDLE Criminal Justice User Agreement, and CJIS System Requirements.
- b. Provide network access and network security services (encrypted path) necessary to the CJJ systems and resources to PD.
- c. Provide necessary instruction and training to PD personnel on the CJJ systems and resources.
- d. Provide telephone support to the contact personnel of PD for the CJJ systems and resources if needed.
- e. Make reasonable efforts to ensure delivery of the provision of services set forth herein. Provided, however, that the SHERIFF makes no warranties, representations or guarantees with regards to specific performance levels, data accuracy, data completeness, system integration relative to the CJJ software and resources being provided by the SHERIFF pursuant to this agreement. PD agrees that the SHERIFF shall not be held liable for any direct or indirect damages incurred by PD's use of the CJJ systems and resources provided, hereunder, including but not limited to loss of data or loss of system use.
- f. Perform an annual audit of all user accounts in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.
- g. Maintain and make available policies governing the collection, storage, handling, and dissemination of CJJ and PII.
- h. Provide PD access to audit logs for each system PD personnel access in order for PD to conduct weekly audit log reviews as required by the FBI CJIS Security Policy and the FDLE User Agreement.

- i. Agrees that any changes to services provided by the SHERIFF's Agency shall be managed by the Criminal Justice Agency. This includes provision of services, changes to existing services, and new services. Evaluation of the risks to the Agency shall be undertaken based on the criticality of the data, system, and impact of the change.

**B. PD agrees to:**

- a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy, the FDLE Criminal Justice User Agreement, and CJIS System Requirements, and other rules and regulations of FCIC regarding the use of CJI computer systems, and ensure compliance with Florida Public Records laws concerning exempt and confidential data contained within CJI systems and resources provided by the SHERIFF.
- b. Abide by all the terms and conditions of the FDLE Criminal Justice User Agreement executed between FDLE and each Criminal Justice Agency, as well as any amendments or superseding agreements thereto that are provided by the SHERIFF to PD.
- c. Limit use of provided access to CJI systems and resources to authorized personnel within PD and only for the administration of criminal justice.
- d. Acknowledge, by executing this Agreement, that all software maintained and/or created by the SHERIFF is subject to copyright protection and may not be sold or transferred to any other agency without the express written consent of the SHERIFF.
- e. Provide adequate computer hardware compatible with the software, hardware and network equipment utilized by the SHERIFF.
- f. Ensure that all authorized PD personnel attend training on all applicable software provided by the SHERIFF and utilized by PD.
- g. Maintain all required software licenses required to access the SHERIFF's law enforcement software systems.
- h. Adhere to SHERIFF's policies regarding use and dissemination of PII. A copy of said policy is provided separately.
- i. Respond promptly all requirements of the BCSO annual user account audit in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.
- j. Adhere to SHERIFF's policies governing the collection, storage, handling, and dissemination of CJI and PII.
- k. Adhere to all CJIS Security Policy requirements regarding audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of CJI systems, and validation.
- l. Agree to monitoring and review of this and all agreements between BCSO and PD by the SHERIFF, FDLE, and FBI audit staff.

**5. Compensation and Payment**

The SHERIFF agrees to provide services as set forth in this Agreement to PD at no cost.

**6. Indemnification**

Pursuant to 768.28(18), Florida Statutes, and to the extent provided for by Florida law, neither the SHERIFF nor PD waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's actions, or to assume any liability for the other party's actions.

**7. Termination**

Either party may terminate this agreement upon providing thirty (30) days written notice, except that the SHERIFF may terminate this agreement immediately and without notice upon finding that PD has willfully or recklessly violated the terms of this Agreement.

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

PD

	5/20/2025
Chief of Police <i>Tim Zander</i>	Date

Brevard County Sheriff's Office

	5/20/2025
<i>Wayne Ivey</i> Sheriff	Date