

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2013

Contract/Lease Control #: C14-2111-COR

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: NW FLORIDA DOMESTIC SECURITY TASK FORCE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/01/2013

Term: INDEFINITE

Description of Contract/Lease: DATA SHARE SYSTEM

Department: COR

Department Monitor: LAWSON

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: PLAWSON@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



**North West Florida Domestic Security Task Force  
SmartShare System  
Agency Usage Agreement**

The North West Florida Domestic Security Task Force (NWF DSTF) SmartShare System (DSS) contains confidential Criminal Justice information. Access to the DSS provides information from RDSTF 1 agencies as well as access to the Florida Law Enforcement eXchange (FLEX). Misuse of the system or the information contained therein is strictly prohibited by statute and by policies and procedures set forth by FDLE. As per Florida Statute 943.0544 (2) and (5), in consideration of criminal justice information network and information management and data-sharing networks for "use by the state's criminal justice agencies", "Any entity under contract with the department to perform all or part of the department's information functions or duties shall, as specified in the contract, be performing such functions or duties as a criminal justice agency for purposes of handling, collecting, managing, or disseminating criminal justice information, intelligence, data, histories, and other records. Disclosure of such information to an entity under such a contract does not waive any confidentiality or exemption from disclosure under s. 119.07 or any other applicable law."

Each user of the DSS must have, at a minimum, Limited Access Training and current Criminal Justice Information Services (CJIS) certification for Limited Access. Full Access Training and CJIS certification is also acceptable but not required. At no time shall the agency assign, sub-contract, nor otherwise transfer its rights, duties or obligations of this agreement to any individual not directly employed by the agency. No user may release records obtained through the DSS outside the user's agency, whether through responses to discovery demands, public record requests or any other means. Information obtained from the DSS remains the property of the originating, submitting agency and may not be used as original evidence or considered official records. Printed copies of records obtained through the DSS may not be made part of official case files. The release of DSS records may be accomplished by requesting an official copy of the records from the originating submitting agency. Records obtained through the DSS from agencies outside of Florida are subject to the jurisdiction of such agencies' statutes, rules and regulations pertaining to public records and the use of criminal justice information. Each user is also responsible for reading and abiding by the regulations that governs access to FLEX (see FLEX MOU addendum). By using the DSS, each user acknowledges and accepts the terms of this agreement.

Misuse of the DSS and/or FLEX will result in violators being sanctioned administratively and where applicable will be prosecuted to the full extent of the law. For detailed information regarding computer crimes, refer to Florida Statute 815, known as the Florida Computer Crimes Act. Per Florida Statute 843.17 and 119.07 (3)(l)1, the addresses and phone numbers of active and former law enforcement officers are not public information and are not to be disseminated. Florida Statute 943.0525 mandates the execution of user agreements by all agencies that wish to access and participate in the Criminal Justice Information System. An important provision of the user's agreement is that the "criminal justice agency's failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services." The agency has the responsibility of all users that the Agency's SmartShare Administrator grants access to this system. In addition, the NWF DSTF has approved sanctions against user agencies and agency personnel in the case of terminal misuse or violation of rule or law. Possible sanctions are: **A. Notice or warning of violation, B. Restriction of Service, C. Discontinuance of Service, D.**

Disciplinary action including termination, and E. Criminal and/or civil prosecution. Failure to comply with this agency level usage agreement shall be grounds for immediate termination of services.

The user agency SmartShare Administrator (DSA) identified below will be the point of contact responsible for enforcement of this agreement. This agreement states the NWF DSTF will provide training to the agency's DSA. The user agency DSA is responsible for all administrative duties for their agency. These duties include: A. Ensuring agency computers accessing the SmartShare system have updated windows and virus protection software; B. Maintaining all user login information on the system such as adding, deleting and maintaining specific login accounts; C. Training all agency members; D. Periodically review user activity for indications of inappropriate or unusual activity and report findings to the appointed contact for the NWF DSTF DSS or other appropriate individual; and E. For agencies that have servers and provide data to the network, the DSA will i) periodically monitor the agency's RMS data extracted to the SmartShare System for accuracy ii) monitor changes and upgrades to the agency's RMS application and iii) report RMS data extract issues and RMS application changes or upgrades immediately to the NWF DSTF DSS appointed contact.

This agreement will stand valid until either: there is a change in an agency signatory (i.e. Agency Head or Datashare Administrator) OR statutory and/or regulatory changes rescind the legality of the agreement. In either case, a new agreement will be required to be signed in order to continue participation in the Northwest Florida Regional SmartShare System.

I have read and agree with the above conditions concerning access and administration of the NWF SmartShare System and hereby agree to cooperate with any active investigations of misuse. By signing this agreement I also acknowledge and agree to the participation in FLEX.

Agency: Okaloosa County Department of Corrections

**Agency Authorization**

**Agency DSA**

Title: Chief Correctional Officer

DSA Title: Correctional Officer

Name: C. Eric Esmond

DSA Name: Richard Armstrong


Position: Corrections Director

DSA Phone #: 850-306-2106

Phone #: 850-689-5685

DSA Email: rarmstrong@myokaloosa.com

Signature and Date:  
 8/12/20

Signature and Date:  
 08/12/20

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 770-14

Contractor/Lessee Name: NWFL Domestic Security Grant Funded: YES \_\_\_ NO X

Purpose: Task Force Data Share

Date/Term: \_\_\_\_\_ 1.  GREATER THAN \$50,000

Amount: N/A 2.  GREATER THAN \$25,000

Department: COR 3.  \$25,000 OR LESS

Dept. Monitor Name: Lawson

Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:

[Signature] Date: 10/22/13

Purchasing Director or designee

**Risk Management Review**

Approved as written:

[Signature] Date: 10/22/13

Risk Manager or designee

**County Attorney Review**

Approved as written:

[Signature] Date: 10/30/13

County Attorney

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager





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Misuse of the North West Florida Domestic Security Task Force Data Share System will result in violators being sanctioned administratively and where applicable will be prosecuted to the full extent of the law. For detailed information regarding computer crimes, refer to Florida Statute 815, known as the Florida Computer Crimes Act. Per Florida Statute 843.17 and 119.071 (4)(d)1a, the addresses and phone numbers of law enforcement officers are not public information and are not to be disseminated. Florida Statute 943.0525 mandates the execution of user agreements by all agencies that wish to access and participate in the FCIC/NCIC system. An important provision of the user's agreement is that the FCIC/NCIC user agency agrees to abide by and adhere to all "applicable Federal and state laws, FDLE/FCIC rules, regulations, policies and procedures." The agency has the responsibility of all users that the Agency's Data Share Administrator grants access to this system. In addition, the statute makes provision for sanctions against user agencies and agency personnel in the case of terminal misuse or violation of rule or law. Possible sanctions are: **A.** Notice or warning of violation, **B.** Restriction of Service, **C.** Discontinuance of Service, **D.** Disciplinary action including termination, and **E.** Criminal and/or civil prosecution. Failure to comply with this agency level usage agreement shall be grounds for immediate termination of services.

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I have read and agree with the above conditions concerning access and administration of the NWF Data Share System and hereby agree to cooperate with any active investigations of misuse.

Agency: Okaloosa County Department of Corrections

Agency Authorization

Agency DSA

Title: Chief Correctional Officer

DSA Title: Correctional Officer I

Name: Paul A. Lawson

DSA Name: Michael A. Wirth

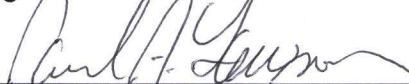
Position: Agency Head

DSA Phone #: (850) 689-5690

Phone #: (850) 689-5685

DSA Email: mwirth@co.okaloosa.fl.us

Signature and Date:



Signature and Date:

 11/25/13

Name: Richard Brannon

Position: Purchasing Director

Phone #: (850) 689-5960

Signature and Date:

 for Richard Brannon