

**USE AND DISSEMINATION
AGREEMENT BETWEEN PFLUGERVILLE POLICE DEPARTMENT AND
PARTNERS IN RELATION TO
PFLUGERVILLE POLICE DEPARTMENT SPILLMAN INSIGHT SYSTEM**

This Agreement establishes the terms and conditions governing access to and use of the Pflugerville Police Department Spillman/Insight System (INSIGHT), which acts as a gateway to records managed within the Pflugerville Police Department Spillman System (SPILLMAN) and other Law Enforcement Agencies (LEA's) that may share their data through the INSIGHT system in the future. The establishment and operation of the SPILLMAN and INSIGHT systems is for the sole purpose of facilitating the electronic sharing among partners of police records and similar information which may be retrieved and used only for lawful public safety purposes.

The City of Pflugerville Information Technology Department, in conjunction with the Pflugerville Police Department Spillman Systems Administrators will act as the technical coordinators and will be responsible for implementing and maintaining all information technology services requirements to support the INSIGHT System. Participating agencies will be responsible for providing the data and will retain control over the distribution and disposition of the data that each agency has generated, transmitted, or entered. Listed in Appendix 1 are the participating agencies hereafter referred to in this document as Partners.

The term of this Agreement shall operate continuously, commencing on date of Signature. This Agreement can be revised upon mutual written approval of the parties based on specific needs resulting from the project's development. Partners agree that any changes in participation will be made in a manner that is as non-disruptive as possible to Partners. To the extent that Partners generate, transmit, or enter information they agree to make reasonable efforts to maintain the flow of information at a consistent high level of quality.

The information shall be used in accordance with the following terms and conditions:

DUTIES OF PARTNERS

1. Participation by all Partners will be voluntary, and any party may terminate its participation in INSIGHT and this agreement upon 30 days written notice to Pflugerville Police Department.
2. Each Partner agrees to protect the security of all information obtained from the software applications, and to use such information only for the purpose(s) set forth in this Agreement. Each Partner will take such steps as may be necessary to ensure that direct access to the software application(s) through computers or other electronic devices is limited only to those employees or authorized representatives of the Partner who possess an individual access code. The Partner will, to the extent necessary to ensure compliance with the terms and conditions of this Agreement, familiarize its personnel with such terms and conditions.
3. Each Partner agrees that periodic audits of Partner's use and dissemination of information obtained solely from any criminal justice application pursuant to this

Agreement may be conducted by authorized representatives of Pflugerville Police Department Information Technology Department for the purpose of insuring that the Partner is in compliance with the terms of this Agreement.

4. Each Partner is responsible for its own computer and computer network equipment. Each Partner is also responsible for providing adequate interconnectivity, as coordinated with Pflugerville Police Department Information Technology Department, between Partner computers and the INSIGHT System website portal. Each such Partner is also financially responsible for any agreed enhancements as defined in writing to the current system (Le. special reports or specific integrations).

5. Each Partner agrees that it will not divulge or share any other Partner's information with any organization other than a Partner and that all of the information will be held in strict confidentiality.

RESTRICTIONS ON DISSEMINATION

Each Partner shall be responsible for the release of that agency's data pursuant to a subpoena, a proper request under the Freedom of Information Act. Secondary dissemination by Partner, its employees and agents of information or data obtained solely from any public safety application pursuant to this agreement is not permitted for any reason unless specifically authorized in writing by the originating Partner. Secondary dissemination means the transmission of such information or data in any form, printed, digital or otherwise, to an entity or individual other than the Partner or an employee or authorized representative thereof.

If any Partner receives a request under a subpoena State Freedom of Information Act or any future reason which would compel the release of data for information which is or may be contained in the Insight System, but which that Partner did not place into the system, then the Partner shall refer the requester to the Partner that originally placed the information into the system.

SUSPENSION OF SERVICE, CANCELLATION

Where it is determined by Pflugerville Police Department Information Technology Department that a Partner, its employee(s) or agent(s) has violated one or more terms or conditions of this agreement, then shared or open access to other Partner's information may be immediately terminated. The decision to terminate this access will be made by Pflugerville Police Department.

LIABILITY AND INDEMNIFICATION

Pflugerville Police Department shall have no liability to any other Partner, its employees or agents for information in the application, delays in accessing the application, unavailability of the application, or incorrect use and dissemination of information by Partners regardless of the reason for such erroneous or outdated information, delays or unavailability, including but not limited to the negligence of Pflugerville Police Department. No Partner shall have liability to any other Partner or to their respective employees or agents for erroneous or outdated information in the application, delays in accessing the application, unavailability of the application, or incorrect use and dissemination of information by such Partner regardless of the

reason for such erroneous or outdated information, delays or unavailability, including but not limited to the negligence of such Partner. Each Partner will indemnify and hold harmless the other Partners and their respective employees and agents from all claims, expenses, liabilities and damages, including reasonable attorneys' fees, arising from, and to the extent caused by: (i) the use, by such Partner, its employees or agents, of information obtained pursuant to this Agreement for a purpose not permitted by this Agreement; (ii) the violation of the restrictions on dissemination set forth in this Agreement by such Partner, its employees or agents; or (iii) the Partner's denial, approval, or failure to respond to a subpoena, Freedom of Information Act request that was duly forwarded to the Partner. The liability and indemnification provisions set forth above shall survive the termination of this agreement.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Partners concerning access to the INSIGHT System and use and dissemination of information contained therein. This agreement cannot be amended except by the written agreement by all Partners and no provision of the agreement can be waived without the written consent of all Partners.

EFFECTIVE DATE

This Agreement shall become effective when signed by an official of the Municipality or Agency having both legal and administrative authority to bind the Partner to the terms and conditions enumerated herein.

Partner Agency Name

Signature: _____

By: _____
Printed Name

Title: _____

Date: _____

Pflugerville Police Department

Signature: _____

By: _____
Printed Name

Title: _____

Date: _____