

Criminal Justice Agency and Vendor CJIS Security Addendum Contract

This document constitutes an agreement between the

North Port Police Department

FL0580300

(Criminal Justice Agency)

AND

(ORI)

ProPhoenix Corporation

(Contractor/Vendor)

Hereinafter referred to as the vendor.

The North Port Police Department and ProPhoenix Corporation have a written agreement in which ProPhoenix Corporation will provide services to access the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III) all hereafter referred to as FCIC, via network connectivity to the Florida Department of Law Enforcement (FDLE).

ProPhoenix Corporation, who performs criminal justice functions shall abide by all aspects of the Federal Bureau of Investigations CJIS Security Policy, CJIS Security Addendum, and the rules and regulations set forth by FCIC and the terms and conditions of the Criminal Justice User Agreement, both executed by FDLE. The vendor shall meet the same training and certification criteria required by governmental agencies performing a similar function and be subject to the same extent of audit review as are local user agencies. All private contractors who perform criminal justice functions shall acknowledge, via signing of the CJIS Security Addendum Certification page, which is presented in Appendix H. Modifications to the CJIS Security Addendum shall be enacted only by the FBI. A copy of Appendix H is attached and made part of this agreement.

The vendor shall maintain a list of personnel with access to CJI and provide a copy to the Criminal Justice Agency. The vendor shall also maintain a current network topology diagram to meet the FBI CJIS Security Policy requirements and provide a copy to the Criminal Justice Agency.

The Criminal Justice Agency reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule of regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.


CJA Signature


Contractor/Vendor Signature

TODD R. GARRISON, CHIEF
Print Name

Paul Hoppe – Executive Vice President
Print Name

02/25/2026
Date

01/14/2026
Date

Vendor Address:

502 Pleasant Valley Ave Moorestown, NJ 08057

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Approved by the City Commission of the City of North Port, Florida on _____, 20__.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY