

**MEMORANDUM OF UNDERSTANDING
AND MANAGEMENT CONTROL AGREEMENT**

BETWEEN THE COLUMBIA COUNTY SHERIFF'S OFFICE, THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, THE CITY OF LAKE CITY, AND THE LAKE CITY POLICE DEPARTMENT, FOR THE PURPOSES OF PROVIDING CRIMINAL JUSTICE INFORMATION TECHNOLOGY SERVICES, INFORMATION EXCHANGE, DISPATCH SERVICES, AND CRIMINAL JUSTICE AGENCY OVERSITE

WHEREAS, this Memorandum of Understanding ("MOU" or "agreement") by and between the Columbia County Sheriff's Office ("CCSO"), hereinafter referred to as the Oversight Agency ("OA"), the City of Lake City Police Department ("LCPD"), the Columbia County Board of County Commissioners ("BOCC"), 9-1-1 Combined Communications Center ("DISPATCH") is intended to establish and identify the specific roles that each party shall fulfill in furtherance of the operation of a combined dispatch facility with respect to the matters set forth herein;

WHEREAS, this MOU provides guidelines for the creation, viewing, modification, transmission, dissemination, storage, and destruction of Criminal Justice Information ("CJI"), pursuant to the Federal Bureau of Investigations ("FBI") Criminal Justice Information Systems ("CJIS") Security Policy ("CSP");

WHEREAS, this agreement outlines the roles and responsibilities of each party in relation to screening and training of DISPATCH personnel, DISPATCH third-party vendor requirements, DISPATCH adherence to the FBI CJIS CSP Addendum Process, and general oversight responsibilities and

WHEREAS, this agreement applies to every individual, contractor, vendor, private entity, non-criminal justice agency representative, and/or member of the OA, LCPD, and DISPATCH.

NOW, THEREFORE, in consideration to the mutual promises and covenants herein, the Parties hereby agree as follows:

I. ACCESS TO CRIMINAL JUSTICE INFORMATION

- a. DISPATCH is a Non-Criminal Justice Entity that performs a criminal justice function for the OA and LCPD.
- b. DISPATCH shall meet the minimum requirements as outlined by the FBI CJIS-CSP in regards to access, modification, transmission, dissemination, storage, and destruction of any and all Criminal Justice Information.
- c. DISPATCH shall not disseminate any Criminal Justice Information to any entity other than the OA and the Law Enforcement Agencies as provided by this agreement.
- d. DISPATCH shall not enter into any contracts or agreements with other Criminal Justice Agencies or Non-Criminal Justice Agencies for the exchange of Criminal Justice Information unless all parties hereto consent in writing to such contract or agreement.

- e. DISPATCH shall ~~will~~ work with the Local Agency ~~Coordinator~~ Security Officer ("LASO") of the OA and the LASO for LCPD. Each LASO shall ensure that all technical controls to secure Criminal Justice Information for OA or the LCPD, respectively, are in place and in working order.
- f. In the event of any network intrusion or breach to either OA or LCPD Criminal Justice Information, DISPATCH shall immediately contact the LASO for the affected agency and report the intrusion or breach immediately. Each LASO will notify the other of anythe intrusion to the system.

II. DISPATCH PERSONNEL VETTING

- a. All DISPATCH staff that have physical and/or logical access to the DISPATCH room(s) and/or network must undergo a fingerprint-based records check under the OA's ORI. These records will be retained by the OA until such a time that an individual is no longer working for DISPATCH. The fingerprint-based records check must occur prior to granting access to the DISPATCH building and/or network.
- b. In the event that dispatch personnel are employed by the other covered Law Enforcement Agency within this agreement, the fingerprint results of those employees will remain with the employing agency. The OA will have the final approval for all personnel working in DISPATCH.
- c. The OA and LCPD will provide guidance to DISPATCH if an individual does not meet the requirements for access or if a retained individual is arrested during their employment.
- d. The OA is required to have an FCIC Agency Coordinator ("FAC") who will work with DISPATCH to ensure each individual with physical or logical access, has and maintains, current Security Awareness Training and/or Limited/Full Access Training. All individuals must have current training within six months of assignment. LCPD will allow the OA to maintain records and the OA shall allow LCPD access to those records.

III. DISPATCH VENDORS AND CONTRACTORS

- a. All DISPATCH vendors and contractors that have physical and/or logical access must undergo a fingerprint-based records check under the OA's ORI. These records will be retained by the OA until such a time that the vendor/contractor personnel no longer have access. The fingerprint-based records check shall occur prior to gaining physical or logical access.
- b. The OA will provide guidance to DISPATCH if an individual from the DISPATCH vendor/contractor does not meet the requirements for access or if vendor/contractor personnel are arrested during their employment.
- c. DISPATCH will ensure that all vendor/contractor personnel have completed the required level of training based off of the work they are performing, prior to being given access to the system, network, and/or physical location. DISPATCH will work with the OA FAC to ensure all training is complete and kept current.
- d. The OA and LCPD reserves the right to terminate this agreement, with or without notice, upon determining DISPATCH or DISPATCH personnel have violated any applicable law, rule of regulation or has violated the terms of this agreement.

IV. OVERSIGHT AGENCY RESPONSIBILITIES

The OA shall be solely responsible for the following matters of compliance with FDLE User Agreements and FBI CJIS Security Policies:

- a. Ensure that the OA and LCPD have each designated a FAC and LASO and that all associated trainings for those positions are in place and kept current.
- b. Ensure all DISPATCH personnel and DISPATCH vendors/contractors are retained under the OA's ORI.
- c. Ensure that Access Reviews are done on behalf of DISPATCH.
- d. Work with the DISPATCH FAC and LASO to ensure all DISPATCH personnel and DISPATCH vendors/contractors have and maintain current training.
- e. Maintain a signed Security Addendum Certification Page for all DISPATCH personnel and vendor/contractor personnel.
- f. Ensure that all CJI is secured throughout its lifecycle.
- g. Ensure that DISPATCH does not ~~run~~ query or provide driver's license, CHRI, tag checks, or any such related information, for any other entity other than the OA and LCPD pursuant to this agreement.
- h. Ensure that the OA and LCPD LASOs and/or FAC are available for any audits conducted on the DISPATCH site.
- i. In the interest of maximizing efficiency, it is agreed that the OA's ~~Liaison~~ASO and FAC shall maintain fulltime position at DISPATCH, and that the OA's ~~LASO~~ Liaison and FAC shall immediately report any observed issues or matters of concern affecting both the OA and/or LCPD to the respective agency heads in a diligent and timely manner. The OA's provision of a full-time ~~Liaison~~ASO and FAC is a material consideration of the LCPD in entering into this agreement.

V. MANAGEMENT CONTROL OF INFORMATION TECHNOLOGY SERVICES ON BEHALF OF THE OA AND DISPATCH

This part may be referenced as the "Management Control Agreement" ("MCA") to govern CCSO, ~~OA IT~~, LCPD, and the BCC Information Technology Department ("~~BCC~~ IT"). This part covers the overall supervision of information technology and other technical services provided by ~~(OA IT)~~ for or on behalf of CCSO, LCPD, and DISPATCH for data transport, network services used to access equipment, systems design, programming and operational procedures associated with the development, implementation, and maintenance of the CCSO and LCPD systems to include the National Crime Information Center ("NCIC") and the Florida Crime Information Center ("FCIC") programs that may be subsequently designed and/or implemented within the County's Emergency Operations Center ("EOC") building and the Columbia County 911 Communications Center.

Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network (FCIC/NCIC) located within the EOC building for the interstate exchange of criminal history/criminal justice information, the CCSO shall have the authority, via managed control, to set, maintain, and enforce:

- a. **Priorities.** In the event of a County-wide infrastructure failure, BCC IT will work with CCSO's Information Technology ("OA IT") section to ensure that County ~~Law Enforcement~~ Emergency Services network services are restored as a priority to ensure public safety response as needed.
- b. **Standards for the selection, supervision, and termination of personnel access to CJI.** BCC IT and DISPATCH will provide to CCSO's FAC a list of personnel who will have physical and/or logical access to the network accessing, processing, storing or transmitting CJI. Prior to giving those individuals access to the network or any component thereof, the individual will have a fingerprint-based record check completed under CCSO's ORI and Role Based Awareness Training. If the BCC terminates a member of the IT team, or terminates any other employee with access to DISPATCH, then CCSO will be immediately notified and all rights and privileges for that individual will be immediately revoked. CCSO's FAC will notify LCPD of the termination of access. The IT will update and keep current a list of individuals with key card access and immediately provide an update to CCSO any time a change occurs.
- c. **Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.** The OA will ensure the 911 Communications Center network is monitored at all times for any security related incident sees or intrusions. If an incident or intrusion is found, IT, DISPATCH, or any other party hereto will notify CCSO and LCPD immediately and work to contain the breach and limit the loss of data or system integrity. If BCC or DISPATCH outsources any services hereunder to any third-party vendor, they will consult with CCSO and LCPD for guidance regarding personnel vetting and access prior to allowing the third-party any physical or logical access to the criminal justice network and/or physically secured location.
- d. **Restriction of unauthorized personnel from access or use of equipment accessing the State network.** OA will monitor and control all access to the network and/or CJI System. Access will only be given to those individuals that have been approved in the selection process. CCSO and LCPD will also terminate access to any vetted personnel who voluntarily or involuntarily leave the agency.
- e. **Compliance with all rules and regulations of CCSO and LCPD Policies and CJIS Security Policy in the operation and administration of all information received.** BCC and DISPATCH will comply with all rules, regulations and

procedures outlined by the CCSO, LCPD, and CJIS Security Policy in regards to personnel and the maintenance and upkeep of the criminal justice network.

f. **General Services:**

- (1) BCC and OA IT agree that only authorized IT personnel will conduct and/or witness the destruction of devices used to access, process, and/or store criminal justice information.
- (2) BCC IT personnel will escort vendor personnel who may have access to the -EOC building and the Columbia County 911 Communication Center hardware and/or software, or to the physical location of such hardware.
- (3) BCC IT will confer with CCSO prior to implementing any technologies or utilizing a vendor that is not currently under contract with CCSO prior to providing any access to the network or network components.
- (4) Vendors under contract with BCC that provide access and/or services to the EOC building and the Columbia County 911 Communication Center must adhere to the requirements as outlined within the FBI CJIS Security Policy Security Addendum Process as outlined in Appendix H of the FBI CJIS Security Policy.
- (5) If the Columbia County Fire Rescue Department (“CCFD”) or Lake City Fire Department (“LCFD”) have access to the Criminal Justice CAD, then the devices utilized to access the CAD must meet the requirements of the CSP and the FDLE User Agreement. The Emergency Medical Services vendor employed by the county to provide emergency response services will also have access to the Criminal Justice CAD, then the devices utilized to access the CAD must meet the requirements of the CSP and the FDLE User Agreement. The Columbia County Sheriff's Office is the responsible party for any Fire Department and EMS personnel with physical and/or logical access to the Criminal Justice CAD/RMS system(s). All vetting will be conducted under the OA's ORI.

It is further understood that “...management control of the criminal justice function remains solely with the Criminal Justice Agency.” As per Section 5.1.1.4 of the CJIS Security Policy.

This agreement covers the overall supervision of all CCSO, LCPD, BCC, and the EOC division of 911 systems, services, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any CCSO or LCPD system to include FCIC and NCIC Programs that may be subsequently designed and/or implemented within the Criminal Justice Agencies.

VI. ACCESS TO CJI SYSTEMS/APPLICATIONS AND SERVICES PROVIDED

- a. DISPATCH will facilitate dispatching functions for the OA and LCPD.
- b. DISPATCH will facilitate dispatching functions for CCFD and LCFD.
- c. ~~DISPATCH~~ The OA hosts the Computer Aided Dispatch (CAD) ~~and the OA's Record Management System (RMS).~~

Commented [B1]: The OA (SO) has nothing to do with LCPD's records management system. This needs to be clear. CAD only....LCPD has it's own RMS server at PD and that will remain so.

- d. Access to the CAD and RMS will be provided to the OA and LCPD via site to site encrypted tunnels. Fire ~~Personnel~~ and EMS personnel have access to the FIRE Module of the CAD interface only. The access is via a FIPS 140-2 encrypted path.
- e. Additional exchange of CJI between parties include Voice and Physical Paper Exchange.
- f. Each agency will be provided with Audit Logs for their users on a weekly basis for the CAD ~~and RMS~~. Each agency will review their own logs as required by the FBI CJIS Security Policy.
- g. The OA maintains managed control of the CAD ~~and RMS~~ as related to FDLE and FBI CJIS requirements only. All other aspects of RMS control and access reside with the respective agencies.
- h. All parties agree to abide by applicable federal and state laws as well as the terms and conditions of the Criminal Justice User Agreement executed between FDLE and the respective agencies.
- i. All parties agree to make, use, and disseminate CJI related records for authorized criminal justice purposes only and maintain any information in a secure place. All destruction of CJI related information will follow all applicable federal and state laws.

VII. **TERM.** This agreement shall become effective upon the recording of this agreement in the Public Records of Columbia County and shall continue in full force and effect until terminated as provided herein.

VIII. **TERMINATION.** Any party to this agreement may terminate this agreement after giving 120 days prior written notice to the other party. The agreement shall be reviewed by the parties before June 1 of each year. Based upon that review and the concurrence of the parties, this Agreement may be renewed each year on the same terms as set forth herein. Renewal shall be effectuated by approval of the Sheriff and the Board of County Commissioners in the same manner as this Agreement.

IX. **AMENDMENTS.** Any party who may desire to amend this interlocal agreement must notify the other parties in writing with type of amendment and reasons for same. This agreement may be amended only by mutual written agreement of all of the parties.

X. **INDEMNIFICATION.** Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

XI. **NOTIFICATION.** Except as provided herein, any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

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BCC: David Kraus
County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

911/EOC: Thomas Brazil
County 911 Coordinator
tbrazil@columbiacountyfla.com
263 NW Lake City Avenue
Lake City, Florida 32055

OA/CCSO: The Honorable Mark Hunter
Columbia County Sheriff
mark.hunter@columbiasheriff.org
4917 East Highway 90
Lake City, Florida 32055

LCPD: Gerald Butler
Chief of Police
butlerg@lcfla.com
225 NW Main Blvd
Lake City, Florida 32055

- XII. **THIRD PARTY BENEFICIARIES.** This agreement does not create any relationship with, or any rights in favor of, any third party.
- XIII. **ASSIGNMENT OF INTEREST.** No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.
- XIV. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.
- XV. **PREVIOUS AGREEMENTS INCORPORATED.** This agreement shall, upon being recorded, control as to conflicting provisions of prior agreements between the parties hereto. Any prior agreements not in conflict with this agreement shall continue to have force and effect. If conflict exists between this and any prior agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes set forth therein.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
ROCKY FORD, Chairman

APPROVED AS TO FORM:

ATTEST:

Joel F. Foreman
County Attorney

James M. Swisher, Jr.
Clerk of the Court

COLUMBIA COUNTY SHERIFF'S OFFICE

By: _____
Mark Hunter, Columbia County Sheriff

CITY COUNCIL FOR THE CITY OF LAKE CITY, FLORIDA

By: _____
STEPHEN WITT, Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas J. Kennon
City Attorney

Audrey Sikes
City Clerk

LAKE CITY POLICE DEPARTMENT

By: _____
Gerald Butler, Chief