

Regular Workshop – December 14, 2015
Agenda Item 9
Consent Agenda

Agenda Item: Proposed Renewal of Interlocal Agreement with Leon County Sheriff's Office for IT Support Services

Presenter: Town Manager and IT Director

Summary: The Town of Longboat Key currently has an Interlocal Agreement with the Leon County Sheriff's Office which expires on December 31, 2015. This agreement allows the Town to utilize Diverse Computing, Inc (DCI) software that provides police vehicles access to FDLE resources. FDLE has strict requirements that all Police agencies must adhere to. The services utilized through the Leon County Sheriff's Office enables the Town to stay in compliance and for Police Officers to have full access FDLE data.

Attachments: 12-7-15 Memo, IT Director to Manager;
Proposed Interlocal Agreement with Leon County Sheriff's Office for IT Support Services

Recommended Action: Approval of Consent Agenda will forward this item to the December 14, 2015 Special Meeting for formal action.

M E M O R A N D U M

Date: December 7, 2015

TO: Dave Bullock, Town Manager
FROM: Jason Keen, IT Director
SUBJECT: Proposed Renewal of Interlocal Agreement with Leon County Sheriff's Office for IT Support Services

The Town of Longboat Key currently has an Interlocal Agreement with the Leon County Sheriff's Office which expires on December 31, 2015. This agreement allows the Town to utilize Diverse Computing, Inc (DCI) software that provides police vehicles access to FDLE resources. FDLE has strict requirements that all Police agencies must adhere to. The services utilized through the Leon County Sheriff's Office enables the Town to stay in compliance and for Police Officers to have full access FDLE data.

Diverse Computing, Inc. is in the process of moving their servers from Tallahassee Community College Police Department to the Leon County Sheriff's Office, located in Tallahassee, FL. Due to this change, FDLE requires the Interlocal Agreement to be renewed and updated for the Town.

Although we are proceeding with moving our dispatch and replacing the vehicle software, the Town still needs these services until we go live with Sarasota County. At that time, we will no longer require the services of the Leon County Sheriff's Office.

This item has been placed on the December 14, 2015 Regular Workshop Meeting for Commission consideration.

Interlocal Agreement and
Interagency Information Sharing Agreement
for Vendor Personnel Security Screening Requirements

WHEREAS, The Leon County Sheriff's Office, hereafter referred to as Lead Contract Agency (LCA), and Town of Longboat Key, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Florida;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA are currently contracting with Diverse Computing, Inc. (Vendor), a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHEREAS, the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, The parties agree as follows,

1. Authorized CA users will access Vendor servers and software hosted at LCA.
2. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of Vendor servers and software hosted at LCA.
3. The CA agrees that it shall make use of the information technology systems only for the administration of criminal justice.

4. The LCA will fingerprint and submit the requisite identification information on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
5. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.
6. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.
7. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.
8. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every 1 year, the LCA shall perform a name-based check via the FCIC message switch, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
11. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
12. The LCA shall ensure Vendor employees complete appropriate security awareness training as identified in the CSP.
13. The LCA shall maintain copies of the Vendor employee signed security addendum certification pages, and make them available upon request to the CA and/or FDLE.
14. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.
15. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the U/A.
16. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.

17. The LCA will forward a copy of this agreement to the FDLE CSO.
18. Either party may terminate this agreement upon thirty (30) days written notice to the other.
19. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
20. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed.

Leon County Sheriff's Office

Agency Name

Sheriff Mike Wood

Agency Head Printed Name

Agency Head Signature

Date

Witness Printed Name

Witness Signature

Date

Town of Longboat Key

Agency Name

Agency Head Printed Name

Agency Head Signature

Date

Witness Printed Name

Witness Signature

Date



End of Agenda Item