

CITY COUNCIL RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH ITS POLICE DEPARTMENT, TO RENEW ITS INTERAGENCY AGREEMENT WITH THE SANTA ROSA COUNTY SHERIFF'S OFFICE TO CONTINUE THE USE OF CRIMINAL JUSTICE INFORMATION FOR VENDOR PERSONNEL AND SECURITY SCREENING SERVICES.

WHEREAS, the Santa Rosa County Sheriff's Office (hereinafter "SRCSO"), and the City of Lake City (hereinafter the "City"), by and through its Lake City Police Department (hereinafter the "LCPD"), are bona fide law enforcement agencies; and

WHEREAS, the SRCSO presently has the benefit of a SmartCOP governmental interface, operated and maintained by CTS America, which provides access to the Criminal Justice Information Services (hereinafter "CJIS"), the National Crime Information Center (hereinafter "NCIC") and The Florida Crime Information Center (hereinafter "FCIC").

WHEREAS, the City entered into an Interagency Agreement with the SRCSO, authorized by Resolution 2016-022 and subsequently renewed by Resolution 2019-083, for access to the SmartCOP interface for access to CJIS, NCIC, and FCIC Information Systems for law enforcement purposes; and

WHEREAS, the City desires to renew the Interagency Agreement for continued access to the SRCSO systems; and

WHEREAS, the City finds it is in the best interest of its citizens for the LCPD to renew the Interagency Agreement with SRCSO, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "Agreement"), for a term of four (4) years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is authorized to renew the Interagency Agreement with SRCSO.

Section 3. The Mayor and Chief of Police are authorized to execute the Agreement for, and on behalf of, the City and the LCPD.

PASSED AND ADOPTED by the City Council on the ____ day of February 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney



Santa Rosa County Sheriff's Office
Sheriff Robert Johnson

INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL
Security Screening Requirements

WHEREAS, the Santa Rosa County Sheriff's office, hereafter referred to as Lead Contract Agency (LCA), and Lake City Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formerly recognized by the Federal Bureau of Investigation (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; and

WHEREAS, both the LCA and CA have entered into the 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 SCP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA recurrently contracting with SmartCop (vendor) a private vendor for services supporting the administration of criminal justice and systems containing CJI; 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. 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 CSP and UA.
2. 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.
3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

4. 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.
5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every year, the LCA shall perform a name based check via the FCIC message switch, to include but not limited to, hot files and state/national criminal history record information searches on all Vendor employees authorized access to CJI.
7. 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's activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
9. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized access to CJI.
10. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJIO access eligibility as required by the CSP and the UA.
11. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
12. The LCA will forward a copy of the Agreement to the FDLE CSO.
13. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
14. 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.
15. 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 the loss of access to CJI.

IN WITNESS WHEREOF, the below signed parties have caused the Agreement to be executed by their authorized representatives, effective on the date last signed for a term of 4 years, or until cancelled by either party in writing.

Santa Rosa County Sheriff's Office

Agency Name

Sheriff Robert Johnson, Agency Head

Date

Lake City Police Department

Agency Name

Chief Gerald Butler

Agency Head

Signature, Agency Head

Date