

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 28, 2023

Consent

Regular

Ordinance

Public Hearing

Department: Office of Inspector General

Submitted By: Inspector General

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Interagency Agreement (IA) between the Palm Beach County Sheriff Office (PBSO) and Palm Beach County, on behalf of the Inspector General Office (OIG), for access to the Florida Crime Information Center (FCIC) and state/national criminal justice information for the administration of criminal justice.

Summary: Under this IA, the PBSO will provide access to the FCIC to the OIG. In exchange for access to the FCIC, the OIG has agreed to comply with the U.S. Department of Justice, FBI Criminal Justice Information Services (CJIS) Security Policy. The Investigations unit uses this information when needed as cases are investigated. In addition, FCIC may be used to get additional information to protect investigators during field work when working on an investigation. Countywide (MJ)

Background and Policy Issues: In accordance with CJIS security policy, the OIG must undergo an audit of the security policy every three years. The OIG has agreed to comply with all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC with regards to the use of said network connection provided to the OIG by the PBSO.

Attachments:

- 1) IA with Palm Beach County Sherriff's Office

Recommended By:		2/1/2023
	Department Director	Date
Approved By:		2/8/23
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE)	0	0	0	0	0

Is Item included in current budget? Yes No

Does this Item include the use of federal funds? Yes No

Budget Account No.:

Fund _____ Agency _____ Organization _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: N/A

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

Lisa M. ... 1/31/2023
 OFMB QA 1/31
 EJM
 1-31-23

Ann J. ... 2/3/23
 Contract Dev. & Control
 Ann 2/3/23

B. Legal Sufficiency

[Signature] 2/6/23
 Assistant County Attorney

C. Other Department Review

_____ Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

INTERAGENCY AGREEMENT

This Interagency Agreement (“Agreement”) is made on _____, 2023, between the Palm Beach County Sheriff’s Office (hereinafter the “PBSO”) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (County) , for and on behalf of the Palm Beach County Office of Inspector General (“OIG”).

W I T N E S S E T H

WHEREAS, PBSO and the OIG, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, PBSO presently has the benefit of access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III), all hereafter collectively referred to as FCIC, via network connectivity to the FDLE; and,

WHEREAS, the OIG wishes to access FCIC and state/national criminal justice information for the administration of criminal justice;

WHEREAS, in exchange for access to the FCIC, the OIG has agreed to comply with the U.S. Department of Justice, FBI Criminal Justice Information Services (CJIS) Security Policy; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following,

1. The Recitals to this Agreement are incorporated herein by this reference with the same force and effect as if set forth in full.
2. PBSO agrees to provide the OIG with use and access to the FCIC Information Systems, via a network connection through E-Agent.
3. The OIG agrees to comply with 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 said network connection.
4. The OIG agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and PBSO, dated June 16, 2021, a copy of which is attached hereto as Exhibit A.
5. The OIG agrees that only authorized OIG personnel shall access FCIC information and the network connection for the review of criminal justice information.
6. This Agreement shall take effect on April 2, 2023, and shall govern the parties’ relationship until April 1, 2028.

7. Either party may terminate this agreement upon thirty (30) days written notice. Notwithstanding the foregoing, PBSO may terminate this Agreement immediately and without notice upon finding that the OIG has violated the terms of this Agreement or upon notice by the FBI or FDLE that it no longer recognizes the OIG as a criminal justice agency.
8. This Agreement shall be construed by and governed by the laws of the State of Florida.
9. This Agreement represents the entire understanding between the parties, and supersedes all prior negotiations, correspondence, understandings, representations, or agreements, either written or oral, relating to the issues set forth in this Agreement.
10. This Agreement may not be modified except in writing and executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

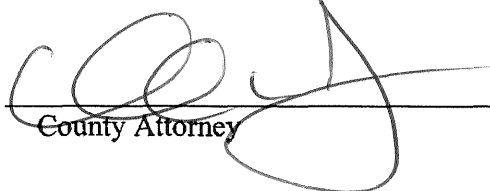
ATTEST:
Joseph Abruzzo, Clerk & Comptroller

**PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County
Commissioners:**

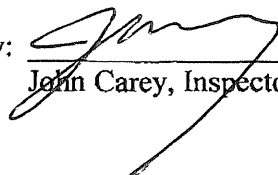
By: _____
Deputy Clerk

By: _____
Greg Weiss, Mayor


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
County Attorney

PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

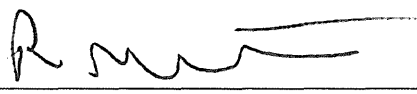
By: 
John Carey, Inspector General

PALM BEACH COUNTY SHERIFF'S OFFICE

By: 

Ric Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Attorney

PALMIS Exhibit A

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Palm Beach County Sheriff's Office

with headquarters at

3228 Gun Club Rd. West Palm Beach Florida 33406

with the primary ORI of: FL0500000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEX), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEX, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III
ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, Requirements Document.

	YES	NO		
N-DEx (via FDLE CJIS)	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
Red Light Camera Program	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
License Plate Reader Program	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
Critical Infrastructure Program	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
Registered Livescan Submitter	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>

Microsoft Cloud Computing Lead Agency Agreement with FDLE

Azure	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
Office 365	<input checked="" type="radio"/>	<input type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>
Dynamics	<input type="radio"/>	<input checked="" type="radio"/>	Initial <u>GF</u>	CSO Initial <u>GF</u>

- 2 As lead agency for Microsoft cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJJ.

Users participating in this service shall execute appropriate agreements with third party vendors or directly with Microsoft which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name _____

Noncriminal justice ORI _____ N/A _____ Initial GF
GF

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Traci Lapierre Email lapierret@pbso.org
Phone 561-688-3161 Cell Phone 561-629-3412

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. **Legal and Policy Requirements** - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. **Penalties and Liabilities** - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. **Termination** - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. **Termination of Services** - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. **Modifications** - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. **Accountability** - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.
7. **Acknowledgement of Duties and Responsibilities** - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these

duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Palm Beach County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Chief Operating Officer TITLE

George Forman
(PLEASE PRINT)

George Forman
George Forman (Jun 16, 2021 15:11 EDT)
(SIGNATURE)

DATE Jun 16, 2021

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer TITLE FBI CJIS Systems Officer
(PLEASE PRINT) (CSO) for the State of Florida

[Signature]
(SIGNATURE)

DATE Jun 28, 2021

ID&T Review SM

Signature: Traci Lapierre
Traci Lapierre (May 20, 2021 12:49 EDT)
Email: lapierret@pbso.org

Signature: Susie Murphy
Susie Murphy (Jun 16, 2021 15:16 EDT)
Email: susiemurphy@fdle.state.fl.us