

FLORIDA FUSION CENTER
Participating Agency
Memorandum of Understanding

The FLORIDA DEPARTMENT OF LAW ENFORCEMENT ("FDLE"), a state agency with headquarters located at 2331 Phillips Road, Tallahassee, Leon County, Florida, 32308, and the DEPARTMENT OF FINANCIAL SERVICES ("Participating Agency"), located at 200 East Gaines Street, Tallahassee, Florida, 32399, enter into this Memorandum of Understanding ("MOU") as the parties hereto, for collaborative efforts involving the FLORIDA FUSION CENTER ("FFC").

WHEREAS, the Florida Department of Law Enforcement (FDLE), collects, analyzes, investigates, and disseminates information and intelligence pertaining to threats to public and private assets and resources in Florida and has formed the Florida Fusion Center ("the Center") within its Office of Statewide Intelligence, located at FDLE's headquarters in Tallahassee, Florida, for enhancement of FDLE services, collaboration with participating agencies, and other purposes specified herein;

WHEREAS, the Participating Agency is a governmental entity which provides public services; meets the criteria for participation in the Florida Fusion Center as required by the Center's governing authority; and seeks to provide resources and services to the Florida Fusion Center in a collaborative effort with other participating agencies;

The Parties agree to the following:

MISSION

The mission of the Florida Fusion Center, which operates within the Florida Department of Law Enforcement, is to protect the citizens, visitors, resources, and critical infrastructure of Florida by enhancing intelligence and information sharing capabilities and preparedness operations for public and private sector entities, related to Florida's statewide domestic security strategy.

The Florida Fusion Center is a collaborative effort of FDLE and multi-disciplinary, participating entities, which provide resources, expertise, and/or information to the Center, with the goal of maximizing the ability to prevent, detect, and respond to terrorist and other criminal activity, utilizing an all crimes/all hazards approach, by a process of managing the flow of information and intelligence across levels and sectors of government and the private sector to support the rapid identification of emerging terrorism-related threats and other circumstances requiring intervention by government and private-sector authorities, while ensuring that the civil rights and privacy of Florida's citizens and visitors are protected.

PARTICIPATION COMMITMENT

The Participating Agency will participate in the collaborative efforts of the Florida Fusion Center, as described herein, to achieve the goals, and objectives of the Center as identified, approved, and disseminated to the Parties by the Center's Executive Advisory Board.

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The Participating Agency will assign at least one of its employees to work with the Florida Fusion Center, to participate in a capacity as deemed appropriate by the Participating Agency, this MOU, the Center's Standard Operating Procedures, and applicable law, and who meet(s) the criteria required by the Center's Executive Advisory Board.

The Participating Agency will ensure that its employee(s) assigned to work with the Center can virtually connect to the Center at FDLE headquarters in Tallahassee, Florida, from the location where such employee(s) will be assigned to work.

STANDARD OPERATING PROCEDURES

The Participating Agency and each of its employees assigned to work within the Florida Fusion Center shall sign and agree to abide by the terms of the User Agreements for applications used by Florida Fusion Center members (such as dFacts, InSite, ThreatCom and HSIN).

The Participating Agency shall abide by the Florida Fusion Center Concept of Operations, which are incorporated herein by reference and which relate to the Center's security protocols, documentation and dissemination of information, audits, liability, disclaimer for accuracy of records, training, etc.

LIABILITY

Each Party agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees in relation to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and subject to other relevant state and federal law.

FUNDING AND COSTS

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties to commit resources to the Florida Fusion Center. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOU, including but not limited to payment of salaries, overtime, and per diem. Expenditures by each Party will be subject to such Party's own budgetary processes and to the availability of funds and resources, pursuant to applicable laws, regulations, and policies.

CONTACTS

DFS (Participating Agency)

Contact Person: Eric Miller
Address: 200 East Gaines Street
Tallahassee, FL 32399

Office Phone: 850-413-2922
Fax: 470-386-8100
E-mail: eric.miller@fldfs.com

FDLE

Contact Person: Jennifer Pritt
Address: 2331 Phillips Road
Tallahassee, FL 32308

Office Phone: 850-410-7060
Fax: 850-410-7069
E-mail: jenniferpritt@fdle.state.fl.us

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EFFECTIVE DATE, DURATION, AMENDMENTS, AND TERMINATION

This MOU shall be effective on the date the last Party properly executes this MOU and shall be effective until terminated by either or both of the Parties as provided herein or as otherwise provided or required by law, policy, or procedure.

This MOU may be amended only in writing, signed by both Parties, and as otherwise authorized by policies or guidelines issued by the Center's Executive Advisory Board.

Either Party may terminate this MOU with at least thirty (30) days written notice provided to the other Party; however, FDLE may terminate this MOU immediately, without prior notice, for a violation of this MOU or of the Florida Fusion Center Operating Guidelines by the Participating Agency, or as otherwise necessary or required by law, policy, or procedure.

Upon termination of this MOU, the Parties shall return all equipment to the supplying agency (ies) and comply with all applicable Florida Fusion Center Guidelines and agreements, and all applicable laws, policies, or procedures.

WHEREFORE, the Parties agree to abide by the terms hereof, as reflected by the acknowledgements of their duly-authorized officials below.

Participating Agency

Florida Department of Law Enforcement

Agency Name

Signature of Agency Head

Title

Date

Witness Signature



Signature of Agency Head

Commissioner

Title

12.3.07

Date

Cindy Burdges

Witness Signature