# SECURITY AGREEMENT BETWEEN OCALA POLICE DEPARTMENT AND COMPUTER INFORMATION SYSTEMS, INC.

This AGREEMENT is entered into this <u>13</u> day of <u>September</u>, 2018 by and between the <u>CITY OF OCALA</u>, by and through OCALA POLICE DEPARTMENT ("OPD") and <u>COMPUTER INFORMATION SYSTEMS</u>, INC., an Illinois corporation (EIN: 36-3539010), located at 7840 Lincoln Avenue, Suite 201, Skokie, Illinois 60077 ("Vendor").

### 1. BACKGROUND

The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.6 mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors.

The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy.

#### 2. PURPOSE

This Agreement establishes procedures and policies that will guide the parties to comply and adhere to the CJIS Security Policy pertaining to non-governmental personnel and private vendors.

## 3. OCALA POLICE DEPARTMENT RESPONSIBILITY

OPD will provide connectivity to all applicable systems needed by the Vendor according to the system and services provided. Additionally, Vendor will be provided with operational support to reduce the burden of CJIS compliance.

- A. **Fingerprint-Based Background Check.** OPD shall ensure that fingerprints submitted for background checks mandated by the CJIS Security Policy, section 5.12.1.2, are processed and results will be made available to the Vendor upon request. This will ensure each Vendor employee submit one set of fingerprints.
- B. **Audit.** OPD shall conduct audits of each criminal justice vendor on an annual basis. As part of those audits, OPD shall review services and systems provided by the vendor. Consolidated findings of policy violations by the Vendor shall be reflected in the audits of the CJIS vendor support.
- C. Sanctions of Violations. The Ocala Police Department may sanction any vendor for failure to meet the standards of the policies referenced in this document. Sanctioned agencies shall work with vendors to develop and report plans and timelines to achieve compliance.

#### 4. VENDOR RESPONSIBILITY

Vendor shall comply with all applicable standards of the CJIS security policy. These standards may apply differently to different vendors depending on the services provided. Vendor shall work proactively with the Ocala Police Department to ensure responsibilities related to CJIS compliance are appropriately assigned and maintained.

- A. Incorporated Standards. Vendors with direct access or indirect access to CJI shall handle all information following the requirements of the laws and policies of the CJIS Security Policy. Vendors supporting systems which provide direct access to CJI shall also follow the regulations listed in the Interstate Identification Index and National Fingerprint File Operational and Technical Manual.
- B. **Fingerprinting.** Vendor shall ensure fingerprints are submitted for background checks of each Vendor employee working with CJI. Vendor is responsible for all fees associated with fingerprint processing.
- C. **Audit Responsibilities.** Audit information requested by OPD shall be provided in a complete and timely manner.
- D. Access to CJIS Information Security Awareness Training. All Vendor staff members shall be trained in information security awareness pursuant to the

CJIS security policy within six months of hiring and shall recertify biennially thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

**ATTEST:** 

City Clerk

CITY OF OCALA

Bill Kauffman

Assistant City Manager

Approved as to form and legality:

COMPUTER INFORMATION SYSTEMS, INC.

Robert W. Batsel, Jr.

**Assistant City Attorney** 

Vice-President or higher