

Resolution 2015-11
Exhibit "A"

Contract No. CM2116

CS-14-139

**INTERLOCAL AGREEMENT FOR A COMBINED
PUBLIC SAFETY AND E911 COMMUNICATIONS AND DISPATCH CENTER**

This Interlocal Agreement for a Combined Public Safety and E911 Communications and Dispatch Center (hereafter "Agreement"), which becomes effective on the 9th day of March, 2015 ~~XXXX~~ (hereafter "Effective Date"), is made and entered into, by, and between the SHERIFF OF NASSAU COUNTY, FLORIDA, a constitutional officer of the State of Florida, located at 76001 Bobby Moore Circle, Yulee, Florida, 32097 (hereafter "Sheriff"), the CITY OF FERNANDINA BEACH, a political subdivision of the State of Florida, located at 204 Ash Street, Fernandina Beach, Florida 32034 (hereinafter "City"), and NASSAU COUNTY, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, 32024 (hereinafter "County").

RECITALS

WHEREAS, the City currently funds and continuously operates on a twenty four (24) hour per day basis a law enforcement call taking and dispatch center for law enforcement response within the City;

WHEREAS, the City's continuous operation of a law enforcement call taking and dispatch center is vital to the protection of the health, welfare and safety of its citizens;

WHEREAS, the Sheriff currently operates on a twenty four (24) hour per day basis a law enforcement, fire and emergency medical E911 communications call center and dispatch service for all of Nassau County, including fire dispatch services for the City;

WHEREAS, the Sheriff is currently installing for future implementation a computer aided dispatch ("CAD") and communications system;

WHEREAS, the Sheriff is willing to provide law enforcement, fire and emergency medical CAD and E911 communications and dispatch services to the City;

WHEREAS, the Sheriff, City and County each desire to promote the health, safety and general welfare of all citizens within Nassau County and Fernandina Beach and desire to improve efficiency and technical capabilities of E911 and law enforcement, fire, and medical emergency call taking and dispatch services;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by Sheriff, County and City as having been given and received in full, the Sheriff, County and City intend to be legally bound and hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct, and are incorporated herein by reference as a material part of this Agreement.

2. **OBLIGATION OF SHERIFF; DESCRIPTION OF SERVICES.** The City hereby engages the Sheriff to manage and operate law enforcement, fire and medical emergency and non-emergency receiving and dispatch communications services to include a computer aided dispatch (CAD) system for the City with the same level of service as provided to citizens in the unincorporated area of Nassau County and as outlined in any Sheriff's Office policies and procedures.

Such services shall be provided for, and include, all current jurisdictional limits of the City and any future areas of growth or expansion which may become within the jurisdiction of the City through annexation. These services shall operate and be provided on a continuous, twenty four (24) hour a day basis. The Sheriff agrees to supply such services in an efficient and effective manner. The Sheriff shall provide necessary instruction and training concerning the proper radio or CAD system use to City staff. Sheriff will maintain numbered zones or reporting areas for identifying calls originating within the City, and through the New World CAD system, keep adequate records pertaining to City calls for service. The Sheriff will attempt, to the extent practical, to maintain staffing levels to allow the Fernandina Beach Police Department to be dispatched on an independent radio channel or frequency. The City shall have the right with reasonable notice and cause to inspect, examine or monitor the operations of the unified communications dispatch center operated by Sheriff. The Sheriff agrees to provide the City with law enforcement, fire and medical emergency and non-emergency E911 communications and dispatch services to include a computer aided dispatch (CAD) system for the City at no charge to the City.

3. **POLICE, FIRE AND RESCUE RESPONSE; MUTUAL AID.** Subject to the establishment of any necessary and applicable mutual aid agreements or other agreements for law enforcement, fire and medical response, the Sheriff may dispatch the closest law enforcement, fire or rescue unit to an emergency call for service either in the City or the County. The terms, obligations, and responsibilities of any applicable mutual aid agreement or other agreement in force at the time will dictate all aspects of the response, including but not limited to, final command authority at any response scene and fiscal responsibility for personnel, assets or resources.
4. **COORDINATED LAW ENFORCEMENT, FIRE AND RESCUE DISPATCH PROTOCOLS AND PROCEDURES.** The Sheriff, City, and County have previously adopted the Nassau County Fire-Rescue Guidelines (11-15-2013) (hereafter "Guidelines") pursuant to the Agreement for Coordination of Fire/Rescue Calls for Service, effective May 21st, 2014, a copy of which is attached hereto as "Exhibit A." These Guidelines remain in effect and are incorporated by reference as part of this Agreement. The parties each agree to expand, augment, or supplement the Guidelines, from time to time, to coordinate law enforcement specific dispatch protocols and procedures. The Sheriff, City, and County each agree and authorize respectively the Nassau County Sheriff's Office Communications Manager, the Nassau County Fire Rescue Fire Chief and the Fernandina Beach Fire Department Fire Chief to mutually agree upon routine revisions to Guidelines, as needed from time to time, to accommodate changes in each agency's personnel, resources, technology or operations, without further action, vote or resolution of the Nassau County Board of County Commissioners or Fernandina Beach City Commission.

5. **CITY COMMUNICATIONS EMPLOYEE.** The City currently employs five (5) police communications officers. Upon implementation of this Agreement and unification of County and City E911 communications and dispatch services, the Sheriff agrees to provide employment preference over other applicants to these employees if the current City employees submit an application for employment to Sheriff and successfully complete the then existing hiring process. It is understood that if hired, City communications employees would become employees of Sheriff and operate solely under the direction of the Sheriff pursuant to all policies of the Nassau County Sheriff's Office. The City agrees to have an employee designated as a communications liaison that will serve as the primary point of contact for all communications related matters and City training requirements. This designated communications liaison may occasionally operate as a communications officer/dispatcher for the Sheriff, should the need arise, upon coordinated and mutual agreed between Sheriff and the Fernandina Beach Police Department command staff.

PERSONNEL AND EQUIPMENT. The Sheriff shall furnish management, supervisory, technical and operational personnel as may reasonably be required to manage and operate the unified law enforcement, fire and emergency medical E911 call center and dispatch communications services and computer aided dispatch (CAD) system. The Sheriff shall be the employer of all personnel necessary to conduct communications and dispatch operations. All equipment purchased and utilized by the Sheriff in performance of this Agreement is and shall remain the property of the Sheriff. The City agrees to provide, at its own cost, adequate radio and mobile data hardware compatible with communications and the computer aided dispatch (CAD) system implemented by the Sheriff and to observe all instructions and procedures concerning the use of such communications equipment. The City shall be responsible for the maintenance of all City communications equipment such as mobile radios, portable radios, and laptop computers, etc. All costs or expenses associated with the entities or units of City accessing the New World integrated and unified CAD system, such as site to site interconnectivity, will be the sole responsibility of, and borne by, the City, including but not limited to, the installation and maintenance of servers, firewalls, virtual private networks (commonly know as VPNs) or other necessary network infrastructure.

6. **COMMUNICATIONS REPORTS AND COMPLAINTS.** The Sheriff and City will mutually agree upon the format and content of any reports desired or required by either party pertaining to the unified law enforcement, fire and emergency medical E911 call center, dispatch communications services, or the computer aided dispatch (CAD) system, or this Agreement. The Sheriff and City shall each provide to the other party a copy of any complaint received by either party pertaining to communications or dispatch services affecting or relating to the City. It shall be the responsibility of the Sheriff and the City to coordinate and assure that appropriate action has been taken to remedy the cause of any complaint(s). The determination that a complaint is founded or unfounded, as well as the outcome, corrective measure, or remedy of the complaint, shall be reported to the other party once complete.
7. **CJIS/FCIC COMPLIANCE:** The Fernandina Beach Police Department shall be entitled to access and utilize FCIC Information Systems through the agents or employees of the

Nassau County Sheriff's Office or through the integrated unified CAD system of the Nassau County Sheriff's Office. The Fernandina Beach Police Department 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 regards to the use of said computer systems. The Fernandina Beach Police Department agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the Florida Department of Law Enforcement ("FDLE") and the Nassau County Sheriff's Office and dated May 9, 2014 by the final signing party, a copy of which is attached to this Agreement as "Exhibit B." The Fernandina Beach Police Department agrees that it shall make use of the information technology systems only for the administration of criminal justice.

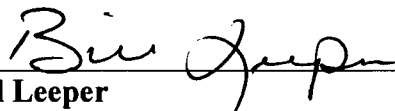
8. **EXECUTION OF AGREEMENT.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be duly filed with the Clerk of the Court of Nassau County before the Effective Date enumerated herein.
9. **LIABILITY.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
10. **ENTIRE AGREEMENT AND PRIOR UNDERSTANDINGS.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.
11. **CONSTRUCTION AND APPLICATION.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against any party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of all parties.
12. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
13. **AMENDMENT.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by the Sheriff, the Chairman of the Nassau County Board of Commissioners, the Fernandina Beach City Manager, the Fernandina Beach Police Department Police Chief, the Nassau County Fire Rescue Fire Chief, and the Fernandina Beach Fire Department Fire Chief. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.
14. **TERM OF AGREEMENT.** The term of this Agreement begins on the Effective Date indicated in the first paragraph of this Agreement and ends on December 31, 2016. This

Agreement will automatically renew for successive two year terms unless notice of termination is tendered to all other parties thirty (30) days before end of the initial term or any renewal term of Agreement. Notice shall be delivered by certified mail, return receipt requested to the address of the parties first listed herein.

15. **TERMINATION.** This Agreement may be terminated by any party, for any reason, with or without cause, upon one hundred and twenty (120) days written notice to the other parties. Notice shall be delivered by certified mail, return receipt requested to the address of the parties first listed herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

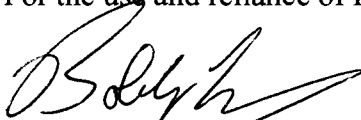
ATTEST:



Bill Leeper
Sheriff
Nassau County, Florida

2-20-15
Date

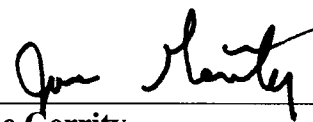
For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:



Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

2/20/15
Date

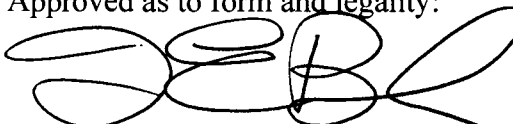
CITY OF FERNANDINA BEACH



Joe Gerrity
City Manager

2.4.15
Date

Approved as to form and legality:



Tammi E. Bach
Fernandina Beach City Attorney

1/22/15
Date

ATTEST:

Caroline Best
Caroline Best
Fernandina Beach City Clerk

2/3/15
Date

James T. Hurley
James T. Hurley
Chief of Police, Fernandina Beach Police Department

2/3/15
Date

Jim McE for
Jason Higginbotham
Fire Chief
Fernandina Beach Fire Department

2/3/15
Date

NASSAU BOARD OF COUNTY COMMISSIONERS

Pat Edwards
Pat Edwards, Chairman
Nassau Board of County Commissioners

John A. Crawford
John A. Crawford
Ex-Officio Clerk

Date: 3-9-15

MES
03-10-15

As authorized for execution by the Nassau Board of County Commissioners at its meeting on this 9th day of March 20142015

For the use and reliance of Nassau County, only approval as to form and legal sufficiency:

Michael S. Mullin
~~XXXXXXXXXX~~ Michael S. Mullin
~~XXXXXXXXXXXXXXXXXXXX~~ County Attorney
~~XXXXXXXXXXXXXXXXXXXX~~

EXHIBIT A

RESOLUTION 2015-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A COMBINED PUBLIC SAFETY AND E911 COMMUNICATIONS AND DISPATCH CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Nassau County Board of County Commissioners and Nassau County Sheriff's Office seek to establish and implement combined law enforcement, fire, medical emergency and non-emergency E911 dispatch communications services provided by the Nassau County Sheriff's Office to include a computer-aided dispatch (CAD) system for the City with the same level of service as provided to citizens in the unincorporated area of Nassau County and as outlined in policies and procedures agreed upon by all parties; and

WHEREAS, the parties wish to enter into an interlocal agreement to consolidate these services through December 31, 2016 with renewal options for 2-year terms with mutual agreement of the parties thereafter; and

WHEREAS, the City Commission desires to enter into this Interlocal Agreement in the best interests of the citizens of Fernandina Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

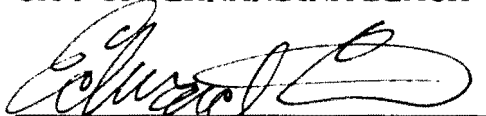
SECTION 1. The City Commission of the City of Fernandina Beach, Florida hereby approves the Interlocal Agreement with the Nassau County Sheriff's Office for a Combined Public Safety and E911 Communications and Dispatch Center, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement upon review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

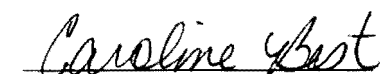
ADOPTED this 20th day of January, 2015.

CITY OF FERNANDINA BEACH




Edward E. Boner
Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**AGREEMENT FOR COORDINATION OF
FIRE/RESCUE CALLS FOR SERVICE**

This Agreement for Coordination of Fire/Rescue Calls for Service (hereafter "Agreement"), which becomes effective on the 21st day of May, 2014 (hereafter "Effective Date"), is made and entered into, by and between the SHERIFF OF NASSAU COUNTY, FLORIDA, a constitutional officer of the State of Florida, located at 76001 Bobby Moore Circle, Yulee, Florida 3209 (hereafter "Sheriff"), the CITY OF FERNANDINA BEACH, a political subdivision of the State of Florida, located at 204 Ash Street, Fernandina Beach, FL 32034 (hereafter "Fernandina Beach") and NASSAU COUNTY, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter "County").

WHEREAS, the Nassau County Sheriff's Office ("NCSO"), Nassau County Fire Rescue ("NCFR"), and the Fernandina Beach Fire Department ("FBFD") each seek to establish and implement fire and rescue dispatch guidelines governing coordinated and standardized protocols and procedures for all aspects of dispatch operations throughout Nassau County;

WHEREAS, the Sheriff, NCFR, and FBFD have previously adopted the Nassau County Fire-Rescue Dispatch Guidelines ("Guidelines") last updated on November 15, 2013;

WHEREAS, the parties to this Agreement recognize the need for the NCFR Fire Chief, the FBFD Fire Chief, and the Nassau County Sheriff's Office Communications Manager to revise Guidelines, as needed from time to time, to accommodate changes in each agency's personnel, resources, technology or operations, without the need for vote or resolution of the Nassau County Board of County Commissioners or Fernandina Beach City Commission;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Sheriff, Nassau County, and City of Fernandina Beach as having been given and received in full, the Sheriff, Nassau County, and City of Fernandina Beach intend to be legally bound and hereby agree as follows:

- 1. Agreement of Parties to Implement Coordinated Fire/Rescue Dispatch Protocols and Procedures.** The Sheriff, NCFR, and FBFD will initially adhere to the mutually agreed upon Guidelines attached hereto as Attachment "A." Guidelines serve as an operational framework to assist in coordination between NCFR and FBFD personnel, as well as NCSO communications and dispatch personnel, when handling fire or rescue related calls for service. While Guidelines do not cover every possible situation or scenario, the parties agree the Guidelines serve as a foundation on which to base sound judgment and discretion.

2. **Routine Revisions to the Nassau County Fire-Rescue Dispatch Guidelines.** The Sheriff, Nassau County, and City of Fernandina Beach each agree and authorize respectively the NCSO Communications Manager, NCFR Fire Chief and, FBFR Fire Chief to mutually agree upon routine revisions to Guidelines, as needed from time to time, to accommodate changes in each agency's personnel, resources, technology or operations, without further action, vote or resolution of the Nassau County Board of County Commissioners or Fernandina Beach City Commission.
3. **Liability and Sovereign Immunity.** Should any liability arise from the establishment, execution, modification, revision, implementation, or adherence to this Agreement or Guidelines, each party expressly agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
4. **Entire Agreement and Prior Understandings.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.
5. **Construction and Application.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against any party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of all parties.
6. **Severability.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
7. **Amendment.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by the parties. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.

[Remainder of page intentionally left blank]

8. **Termination.** This Agreement may be terminated by any party upon ninety (90) days written notice to all other parties hereto. Any required notice shall be delivered by certified mail (return receipt requested) to all other parties hereto at the addresses first stated in this Agreement.

Sheriff of Nassau County:

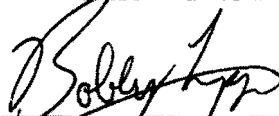


Bill Leeper
Sheriff of Nassau County, Florida

4-1-14

Date

For the use and reliance of Sheriff Leeper only, approval as to form and legal sufficiency:

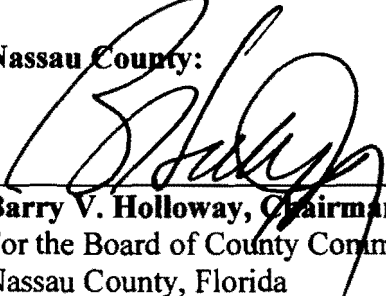


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

4/1/14

Date

Nassau County:

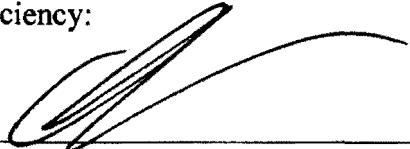


Barry V. Holloway, Chairman
For the Board of County Commissioners
Nassau County, Florida

5-21-14

Date

For the use and reliance of Nassau County only, approval as to form and legal sufficiency:



David Hallman
County Attorney
Nassau County, Florida

5-21-14

Date

City of Fernandina Beach:



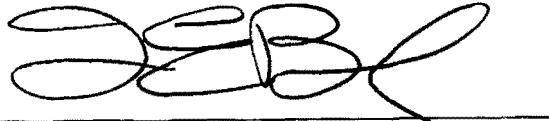
Joe Gerrity, City Manager

5-7-14

Date

MES
5-21-14

Approved as to form and legality:



Tammi E. Bach, City Attorney

4/24/14

Date

ATTEST:



Caroline Best, City Clerk

May 7, 2014

Date

RESOLUTION 2014-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT FOR COORDINATION OF FIRE/RESCUE CALLS FOR SERVICE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Fire Department ("FBFD"), the Nassau County Sheriff's Office ("NSO"), and Nassau County Fire Rescue ("NCFR") each seek to establish and implement fire and rescue dispatch guidelines governing coordinated and standardized protocols and procedures for all aspects of dispatch operations throughout Nassau County; and

WHEREAS, the Sheriff, FBFD, and NCFR have previously adopted the Nassau County Fire-Rescue Dispatch Guidelines ("Guidelines") last updated on November 15, 2013; and

WHEREAS, the parties to this Agreement recognize the need for the FBFD Fire Chief, the NCFR Fire Chief, and the NSO Communications Manager to revise Guidelines, as needed from time to time, to accommodate changes in each agency's personnel, resources, technology or operations, without the need for vote or Resolution of the Fernandina Beach City Commission or the Nassau County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

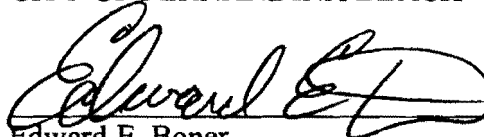
SECTION 1. The City Commission of the City of Fernandina Beach, Florida hereby approves the Agreement for Coordination of Fire/Rescue Calls for Service, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement upon review and approval by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 6th day of May, 2014.

CITY OF FERNANDINA BEACH



Edward E. Boner
Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



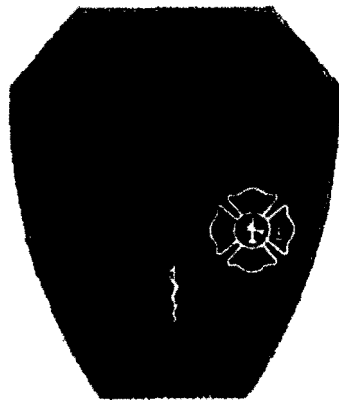
Tammi E. Bach
City Attorney



NASSAU COUNTY FIRE-RESCUE DISPATCH GUIDELINES

**11-15-2013
(Update)**

(FINAL)



FIRE-RESCUE DISPATCH
TABLE OF CONTENTS

SECTION 4.1 RESPONSIBILITIES

- 4.1.1 FIRE-RESCUE DISPATCHER
- 4.1.2 CALL PROCESSING RESPONSIBILITIES
- 4.1.3 PROCESSING TIME
- 4.1.4 INCIDENT REVIEW

SECTION 4.2 RADIO COMMUNICATIONS PROTOCOL

- 4.2.1 SYSTEM LICENSING
- 4.2.2 PLAIN TEXT
- 4.2.3 UNIT IDENTIFICATION
- 4.2.4 RADIO TRAFFIC FORMAT
- 4.2.5 UNIT ACKNOWLEDGMENT
- 4.2.6 UNIT STATUS
- 4.2.7 TONES AND PAGING
 - 4.2.7.1 ALERT TONES
 - 4.2.7.2 EMERGENCY PAGING
 - 4.2.7.3 NON-EMERGENCY PAGING
- 4.2.8 DRILLS AND TRAINING EXERCISES
- 4.2.9 MOVE-UPS
 - 4.2.9.1 FIRE APPARATUS
 - 4.2.9.2 RESCUE UNITS

SECTION 4.3 DISPATCH PROCEDURES

- 4.3.1 RECEIVING CALLS FOR SERVICE
- 4.3.2 DISPATCH FORMAT
- 4.3.3 SELECTING UNITS FOR CALLS
- 4.3.4 RECOMMENDED UNITS IN STATION
- 4.3.5 RECOMMENDED UNIT(S) AVAILABLE ON RADIO
- 4.3.6 CONFIRM UNITS ARE RESPONDING
- 4.3.7 DIRECTING UNITS TO ASSIGNED OPERATIONAL CHANNEL
- 4.3.8 SUMMARIZING SITUATION
- 4.3.9 DELAYED RESPONSE
- 4.3.10 SELF DISPATCHED CALLS
- 4.3.11 SECOND INCIDENT IN SAME FIRST RUN TERRITORY
- 4.3.12 MODIFYING THE CALL TYPE
- 4.3.13 DIVERTING UNITS
- 4.3.14 ASSIGNING REPORT NUMBERS
- 4.3.15 TIMER(s)

- 4.3.16 CANCELING UNITS
- 4.3.17 ROLL CALL
- 4.3.18 SPECIAL EVENTS
- 4.3.19 REDUCED RESPONSE
- 4.3.20 FIRE ALARM CALLS

SECTION 4.4 ON-SCENE PROCEDURES

- 4.4.1 ARRIVAL REPORT
- 4.4.2 INCIDENT COMMAND
- 4.4.3 INCIDENT COMMAND RESPONSIBILITIES
- 4.4.4 OPERATIONAL MODES
- 4.4.5 COMMAND POST
- 4.4.6 OPERATIONAL/ADMINISTRATIVE GROUPS
- 4.4.7 PHYSICAL LAYOUT
- 4.4.8 STAGING
- 4.4.9 STATUS REPORTS
- 4.4.10 BENCHMARKS
- 4.4.11 INITIAL STRUCTURE FIRE ALARM
- 4.4.12 ADDITIONAL ALARMS
- 4.4.13 EVACUATION ORDERS
- 4.4.14 SPECIAL CALL
- 4.4.15 NASSAU COUNTY SCHOOL BOARD TRANSPORTATION
- 4.4.16 PUBLIC INFORMATION OFFICER
- 4.4.17 FIRE INVESTIGATOR
- 4.4.18 AMERICAN RED CROSS
- 4.4.19 RELEASING UNITS FROM CALLS
- 4.4.20 RAPID INTERVENTION TEAM (RIT)
- 4.4.21 EMERGENCY PROCEDURES
 - 4.4.21.1 EMERGENCY TRAFFIC
 - 4.4.21.2 EMERGENCY CALL BUTTON "ECB"
 - 4.4.21.3 "10-34" PROCEDURES

SECTION 4.5 MEDICAL CALLS

- 4.5.1 EMERGENCY MEDICAL DISPATCH (EMD) PROTOCOL
- 4.5.2 EMS CALL PROCESSING SEQUENCE
- 4.5.3 PATIENT INFORMATION
- 4.5.4 PATIENT STATUS REPORTS
- 4.5.5 ALERTS
 - 4.5.5.1 TRAUMA ALERT
 - 4.5.5.2 STROKE ALERT
 - 4.5.5.3 STEMI ALERT
- 4.5.6 MEDICAL HELICOPTERS
- 4.5.7 FIRE RESPONSE TO PHYSICIAN OFFICES

- 4.5.8 PATIENT TRANSFERS
- 4.5.9 BY-PASS PROTOCOL
- 4.5.10 PARAMEDIC TO HOSPITAL COMMUNICATIONS
- 4.5.11 PATIENT REPORTING
- 4.5.12 RELAY OF PHYSICIAN'S ORDERS
- 4.5.13 ARRIVAL AT MEDICAL FACILITIES
- 4.5.14 CALL DISPOSITION
- 4.5.15 MUTUAL AID

SECTION 4.6 NOTIFICATIONS

- 4.6.1 CHIEF NOTIFICATION
- 4.6.2 RESPONSIBILITY FOR CONDUCTING CHIEF NOTIFICATIONS
- 4.6.3 FORMAT FOR NOTIFICATIONS
- 4.6.4 ROAD CLOSURE
- 4.6.5 FLORIDA FOREST SERVICE NOTIFICATION

SECTION 4.7 VEHICLE CONDITIONS

- 4.7.1 FUEL REQUESTS
- 4.7.2 APPARATUS BREAKDOWN
- 4.7.3 VEHICLE CRASH

4.1 RESPONSIBILITIES

4.1.1 SHERIFF'S OFFICE DISPATCHER

The Sheriff's Office Dispatcher is trained to provide a multitude of support services for Fire Rescue. Their services include:

1. Provide accurate information to response units, and provide as much information as may be known about the situation.
2. Provide support to units on scene, including additional resources, and communications of information to other agencies.
3. Account for the status and availability of all units.

The Sheriff's Office Dispatcher is charged with performing his/her duties in accordance with the Communications Division SOP, Sheriff's Office Policies and Procedures, FCC rules, and supervisory instructions.

4.1.2 CALL PROCESSING RESPONSIBILITIES

Call Takers: Call Takers are responsible for ensuring emergency calls are processed and routed to Fire-Rescue Dispatch. Once the location and nature of problem are obtained emergency calls must be routed to Fire-Rescue Dispatch.

Sheriff's Office Dispatchers: All Dispatchers assigned to the Fire-Rescue radio positions are responsible for ensuring the appropriate Fire-Rescue apparatus is dispatched to all calls in accordance with this SOP and its appendices. Dispatchers assigned to a Fire-Rescue position must continually monitor CAD status to ensure compliance and detect any need to make adjustments. Dispatchers must work together as a unit to monitor all other positions to ensure all calls are paged and dispatched appropriately, the dispatched units respond, and that the correct compliment is dispatched.

Communication Shift Supervisors/Ops Managers: Supervisory personnel are responsible for oversight of the Call Processing and Dispatch process. Supervisors must continually monitor CAD status to ensure all calls are routed appropriately. Supervisors must also monitor to ensure calls are dispatched in appropriate time frames and in accordance with this SOP. Supervisory personnel will intervene, give direction, or make adjustments when necessary to ensure compliance. Any time questions exist as to the correctness of a dispatch, the Fire Rescue Shift Commander shall be contacted for direction.

4.1.3 PROCESSING TIME

All emergency medical calls should be processed and dispatched within one (1) minute ninety 90% of the time. The National Fire Protection Association (NFPA) also has a similar standard for fire-rescue call processing. The Communications Division will strive to apply

this level of service requirement to all emergency fire-rescue calls for service. Communications will monitor this benchmark

Call processing time is defined as the amount of time between the receipt of the telephone call in the Communications Center, and the first fire-rescue apparatus being dispatched to the call. Dispatched is defined as the point where the designated fire-rescue apparatus have been alerted and provided with the nature and location of the call. Fire-Rescue Dispatchers will show the unit(s) dispatched once paging/alert tones have completed, and the initial incident type and location have been provided.

Call Takers and Dispatchers must carefully and accurately document transactions in CAD at the time they occur. Status changes, benchmarks, operational modes, dispatch times, status reports, and other narrative comments will be entered in CAD as they are reported by radio.

4.1.4 INCIDENT REVIEW

If the NCFD requests to have an incident regarding a Sheriff's Office Dispatcher investigated, such request shall be made to the Communications Manager. The Communications Manager or his or her designee will process the request and determine the appropriate action to take.

4.2 RADIO COMMUNICATIONS PROTOCOL

4.2.1 SYSTEM LICENSING

The public safety radio system used for fire-rescue communications is licensed for operation with the Federal Communications Commission (FCC).

It is not necessary to broadcast the call sign on any of the 800 MHz channels.

4.2.2 PLAIN TEXT

Fire-rescue communications utilizes "plain text", a series of standardized English phrases designed to provide concise and accurately understood messaging.

Guidelines for radio dispatching are included in the examples listed below:

ALWAYS use plain English.

ALWAYS use the standard military phonetic alphabet.

ALWAYS be brief and concise with transmissions.

DO NOT use non-standard plain text phrases.

DO NOT use signals or ten codes except for "10-34". Do not use "please" or "thank you"

DO NOT use "yes" or "OK", instead use "affirmative"

DO NOT use "say again", use "repeat"

DO NOT use "copy" in place of "message received" use "acknowledge"

DO NOT sacrifice accuracy and completeness for brevity.

A listing of the standard plain text phrases is contained in the RESOURCE section of this manual.

4.2.3 UNIT IDENTIFICATION

Fire-rescue apparatus types were defined previously. Apparatus will be identified via radio according to its type. Individual Fire Rescue employees or command personnel will identify themselves by their unit ID number. The valid types of apparatus for radio and CAD identification are:

<u>Unit Type</u>	<u>Radio ID</u>
Beach Truck	Utility
Car	Car
Chief Officer	Chief
Engine	Engine
Hazmat	Hazmat
Pumper	Pumper

Rescue	Rescue
Squad	Squad
Quint	Quint
Tanker	Tanker
Tower	Tower

4.2.4 RADIO TRAFFIC FORMAT

The format for communications between two units, or between a unit and the Fire-Rescue Dispatcher is as follows:

Use the radio designator of the unit or station calling and if needed the radio designator of the unit or station being called. Pause slightly between identifiers.

Do not insert the word “from” or “to” when calling a unit.

The Fire Rescue Dispatcher and field units must always use the complete unit identifier when communicating with fire-rescue units. The identifier includes both the unit type and unit number. The use of unit numbers only without the type is not permitted.

4.2.5 UNIT ACKNOWLEDGMENT

Fire-rescue units will be acknowledged using their complete unit designator. This includes unit type and unit number. Answering with only “GO AHEAD” or with ONLY the unit number (e.g.: answering with “20” instead of “Engine 20”) is not permitted. When a unit calls the Fire-Rescue Dispatcher, they will be acknowledged with their designator only.

EXAMPLE A: Fire-Rescue Dispatcher acknowledging Engine 70

E70: “Engine 70,”
FRD: “Engine 70”

Following the message or status given by the unit, the Fire-Rescue Dispatcher will respond with the unit designator, repeating the message given, and announcing the time.

EXAMPLE A: Fire-Rescue Dispatcher acknowledging Engine 40 in station

E40: “Engine 40 in quarters”
FRD: “In quarters Engine 40”

4.2.6 UNIT STATUS

Unit status refers to the current condition of a unit as it relates to activity or availability. Unit status is not the same as an operational mode or benchmarks, both of which are defined in other sections.

Unit status is continuously provided to the Fire- Rescue Dispatcher by field units as they handle operational responsibilities, move to different locations or response zones, and respond to incidents. The Fire-Rescue Dispatcher will record unit status changes in CAD and use this information to effectively manage the response to calls for service.

Standard unit status phrases are defined below.

Available: The unit is available to respond to calls. An available unit may either be ON RADIO or checked out at a location. The status and location are to be recorded in CAD to assist in determining the closest unit to a call. Unless specified otherwise, an available fire unit is in its first due territory.

Delayed Response: This means that the apparatus is available but not able to respond immediately.

Enroute: The unit is traveling from one location to another. This includes from the scene to the hospital.

In Quarters: The unit is checked out in their assigned station and is available for response.

On Scene: The unit has arrived at the location of a call. This should be followed by an arrival report that describes conditions observed if appropriate.

Out: The crew is away from the vehicle with a portable radio at an announced location. This can be a named location such as Fire Rescue Headquarters, Winn Dixie, or Woody's. Numerical addresses can be used as well but seldom provide the same clarity of location

Out of Service: The unit is not available to respond to calls. Reasons include mechanical failure, extensive unit decontamination, illness/injury to crew member, equipment/supply problem, fuel status, etc. The unit will advise the reason for being out of service and length of status approved by the Shift Commander.

Reduced Crew: One or more crew members are off the unit. If the unit still has one person it can be dispatched on medical emergency calls with appropriately staffed engine and rescue.

Responding: The unit is committed to and proceeding to an emergency or non-emergency call for service.

4.2.7 TONES AND PAGING

4.2.7.1 ALERT TONES

Alert tones are generated at the dispatch console and may precede messages from Dispatch. These tones are selected based on the urgency of information. ALERT TONES will be sounded for 2-3 seconds. ALERT tone 1 is a steady single tone. It is used for urgent traffic. ALERT 2 is a two tone alternating tone. ALERT 2 will precede all calls for service. It will be sounded after the VHF tones have been sounded for responding units, and before the dispatch information is given. ALERT 3 is a two part same tone. This tone will be used for less urgent information.

4.2.7.2 EMERGENCY PAGING

The VHF paging channels are used primarily for emergency paging purposes to dispatch fire rescue units to calls. It provides station and volunteer notification of calls for service. Additional or alternative paging information may be sent via alpha-numeric paging or Mobile Data Terminals (MDT) if available. Dispatch will simulcast VHF Fire 1 and Talk Group A-1.

4.2.7.3 NON-EMERGENCY PAGING

Non-Emergency paging will be used as needed, calls for service and dispatch load permitting. It should be reserved as a last resort to contact an individual.

1. Activate pager tones
2. Broadcast the ID of the unit or person being paged followed by the message.
3. Repeat the message.

EXAMPLE A: Rescue 60 calls to request Chief 2 contact them at UF Health Medical Center emergency department

FRD: (TONES: Chief 2) "Chief 2 call Rescue 60 at UF Health JAX ER, Chief 2 call Rescue 60 at UF Health JAX ER. (time)"

The message content is to be a brief phrase with as few words as possible.

4.2.8 DRILLS AND TRAINING EXERCISES

Fire-rescue personnel frequently conduct drills and training exercises. The extent of simulation varies from event to event, sometimes requiring Communications Division participation.

Training simulations involving the Communications Center will be coordinated through the Training Coordinator of Communications and/or the on duty Communications supervisor.

If the Fire-Rescue Dispatcher is required to dispatch apparatus or personnel to a training exercise, "THIS IS A DRILL" will precede and conclude the dispatch information:

Additional units or personnel dispatched following the initial page will contain this same phrase.

Units assigned to a training drill are available for dispatch unless instructed otherwise.

4.2.9 MOVE-UPS

Move-ups involve the redistribution of available fire-rescue apparatus when resources become diminished or depleted.

Move-ups for Fire and Rescue apparatus are initiated and directed by the Shift Commander or higher officer.

4.2.9.1 MOVE-UPS - FIRE APPARATUS

Move-ups of available fire apparatus are directed by a Shift Commander or higher officer. During major incidents the Shift Commander may re-position apparatus. Move-up assignments will remain in place until otherwise directed by a Shift Commander or higher officer.

All move-ups shall be paged on VHF Fire 1 and the message simulcast on VHF Fire 1 and 800 MHz A-1. Move-up notification should not be done by phone. Move-ups requested by anyone other than a Shift Commander or higher officer must be authorized by a Shift Commander.

Fire-Rescue report numbers are the same as the incident that required the move up.

Move-ups must occur in a timely manner in accordance with this procedure to enhance EMS response times to either the East or West side of the county respectively.

4.2.9.2 MOVE UPS - RESCUE

Move-ups of available fire apparatus are directed by a Shift Commander or higher officer. During major incidents the Shift Commander may re-position apparatus. Move-up assignments will remain in place until otherwise directed by a Shift Commander or higher officer.

All move-ups shall be paged on VHF Fire 1 and the message simulcast on VHF Fire 1 and 800 MHz A-1. Move-up notification should not be done by phone. Move-ups requested by anyone other than a Shift Commander or higher officer must be authorized by a Shift Commander.

Fire-Rescue report numbers are the same as the incident that required the move up.

Move-ups must occur in a timely manner in accordance with this procedure to enhance EMS response times to either the East or West side of the county respectively.

4.3 DISPATCH PROCEDURES

4.3.1 RECEIVING CALLS FOR SERVICE

Fire-Rescue calls for service are received via multiple sources.

1. Reported by telephone to Call Takers.
2. Requested by law enforcement.
3. Discovered by or reported directly to fire-rescue personnel.

4.3.2 DISPATCH FORMAT

When dispatching emergency or non-emergency calls, the Fire Rescue Dispatcher will use the format and provide the information listed below. There will be no deviation from this format. All Calls will be preceded by the fire-district for the call.

1. Fire district
2. Unit(s) assigned: Assigned units will be toned and voiced in the order listed as applicable:

Chiefs
Engine
Rescue
Volunteer Stations in order

If all equipment from a station is being dispatched; Then "STATION" may be used for the dispatch. (i.e., STATION 30 instead of Engine 30 and Rescue 30)

2. Incident type: The incident type will be a specific description of the call type (e.g.: Cardiac Patient, Building Fire, etc.), rather than a generic description ("medical emergency", "miscellaneous fire"). A listing of call types is located in the resource guide.
3. Incident Location: Includes numerical address, business/complex/subdivision name if applicable.
4. Cross Street
5. Radio channel assignment if needed

4.3.3 SELECTING UNITS FOR CALLS

The closest available Fire-Rescue unit(s) will be dispatched to emergency calls in accordance with this response guide. Although there are established first run territories for each rescue unit and fire station, these are to be used only as a guide when units are in station. Due to the normal movement of fire-rescue vehicles between calls and other operational responsibilities, they are not always within their first run territory, or closer to the call location.

If the incident location validates in the CAD system, a unit recommendation will be provided.

It is imperative that the Fire-Rescue Dispatchers maintain a constant situational awareness of the status of all units.

Fire apparatus will inform Dispatch when they change territories. Dispatch will modify the appropriate unit status in CAD to reflect the current territory. Fire-Rescue Dispatchers must be familiar with and utilize all available resources in order to make the most effective unit assignments. Resources to be used include:

1. CAD recommendation.
2. Awareness of county wide geography, fire-rescue station locations, and territory boundaries.
3. AVL system. (When operational)

Unit status information, along with the territory boundaries will serve as important tools in determining which units will be closest to an emergency call. Travel routes, road closures and traffic conditions must also play a part in the selection of the closest available units.

4.3.4 RECOMMENDED UNITS IN STATION

If all units to be dispatched on a call are in station, the Fire-Rescue paging dispatcher will select the console paging ICONS for the appropriate apparatus. The console will automatically select the designated paging channel based on pre-programming configurations.

4.3.5 RECOMMENDED UNIT(S) AVAILABLE ON RADIO

If any of the units recommended for dispatch to a call are available on radio or out of station (including training), the following modification to the dispatch process will be utilized:

1. To dispatch a unit(s) that is available on radio, activate ALERT TONE 2 for approximately 1-2 seconds and call the unit(s) on their current channel. Paging tones will NOT BE ACTIVATED for fire-rescue units out of their station. The Fire-Rescue Dispatcher will activate the appropriate station pagers and Chiefs.

If there is a question as to which units are closer to an incident, call the units first and they will respond with their location (see example below).

After the units to be dispatched respond with their location, instruct them to standby for response followed by the location of the call.

2. Activate paging tones for remainder of the units to be dispatched (those in station). The paging tones will automatically be transmitted on VHF Fire 1.
3. When all units to be dispatched have been identified, the call will be dispatched using the format contained in the previous section.

4.3.6 CONFIRM UNITS ARE RESPONDING

The Fire-Rescue Dispatcher will confirm response for any units that have not advised "enroute" within two minutes from the time of dispatch.

If a dispatched unit reports an inability to respond, the Fire-Rescue dispatcher will dispatch the next closest available unit in accordance with the response guide.

If a unit does not answer the radio, the Fire-Rescue Dispatcher will re-dispatch the unit and dispatch the next closest available unit and state "second tone". After the unit has been replaced, the Fire-Rescue Dispatcher will attempt to locate any units that failed to respond or answer the radio. Attempt to contact the unit by phone. The Shift Commander shall be alerted of the situation immediately the last known location of the unit. If this is unsuccessful, dispatch LEO to the last known location of the unit.

4.3.7 DIRECTING UNITS TO ASSIGNED OPERATIONAL CHANNEL

The Fire-Rescue dispatcher will document the Talk Group Channel assignment on the first line of narrative at the time the units are dispatched

Units which fail to respond on the assigned radio channel will be directed to the correct channel.

EXAMPLE: Situation: Multiple units are dispatched to a building fire assigned to A-2. Engine 20 advises responding on A-6.

E20: (On A-6), "Engine 20 enroute."

FRD: "Engine 20 selects A-2."

4.3.8 SUMMARIZING SITUATION

As soon as all dispatched units are responding, the Fire-Rescue Dispatcher will repeat the units responding, the numerical address, the location name, (building, complex, business, or subdivision name). The Fire-Rescue Dispatcher will provide the responding units with a description of the situation as documented in CAD.

The summary will include a minimum of the following where applicable and available:

- a. Information in CAD
- b. Information from hazard/premise flags displayed on CAD call screen
- c. Information from Call Questions as appropriate or obtained from LEO on scene
- d. Duplicate call information for law enforcement call in same area, which may present safety hazard for Fire-Rescue personnel responding to the vicinity.
- f. Any other information available to the Fire-Rescue Dispatcher

4.3.9 DELAYED RESPONSE

Delayed response refers to a condition where a Fire-Rescue unit is not able to respond immediately when dispatched to an emergency call. This may occur while a unit is refueling, water supply, training, vehicle problems, re-stocking, or restoring apparatus following a call, and crew/vehicle decontamination.

If the unit advises that they will have a delayed response greater than five (5) minutes, the crew will advise the Fire-Rescue Dispatcher to replace them with the next closest unit in accordance with the response guide and notify the Shift Commander. If a unit on delayed response advises they are able to respond but have been replaced with another unit, the units will briefly discuss locations and will determine which one is closest. The other unit will cancel.

Another example of delayed response may occur while a unit is actually responding to a call. Conditions such as adverse weather conditions, poor visibility, grid-locked traffic, or train traffic are examples of when this occurs. In these cases, a replacement unit will NOT be dispatched unless it can be determined that another unit could access the location quicker than the unit(s) already responding.

Whenever a unit advises they have a delayed response, the Fire-Rescue Dispatcher will update the CAD with an explanation.

Refer to SOP Section 4.5.13 ARRIVAL AT MEDICAL FACILITIES for policy instructions on AUTOMATIC DELAYED RESPONSE STATUS for Rescue units arriving at medical facilities or other locations after transporting a patient.

4.3.10 SELF DISPATCHED CALLS

Self initiated calls refer to incidents reported to the Fire-Rescue Dispatcher directly from fire-rescue apparatus. These incidents typically involve calls reported to Fire-Rescue stations either in person or by telephone, as well as calls discovered by fire-rescue apparatus as they are traveling between destinations or responding to another call. This category also includes fire-rescue apparatus involved in a vehicle crash (requires administrative notifications in accordance with notification matrix).

Self initiated calls fall into several broad categories:

1. Reporting Fire-Rescue Unit Committed to Another Call - Remaining on Scene:
 - a. Replace the fire-rescue unit(s) on the original call with the closest available apparatus in accordance with the response guide.
 - b. Create a new call in CAD and show the reporting unit(s) on scene.
 - c. Dispatch any other resources to the self initiated call as appropriate.

4.3.11 SECOND INCIDENT IN SAME FIRST RUN TERRITORY

When another call is received in the same first run territory where fire-rescue units are committed to another call, the Fire-Rescue Dispatcher will do the following:

1. Dispatch the next closest available apparatus in accordance with the Response Guide.
2. Medical Calls:

If responding units are not on scene, divert the furthest responding unit to the second call. Then complete the response according to the Response Guide.

If the affected company officer or higher ranking officer instructs the Fire-Rescue Dispatcher to divert or split units among calls, their status in CAD accordingly and dispatch another unit of the same type to the original incident.

4.3.12 MODIFYING THE CALL TYPE

After dispatching units to a call, the Fire-Rescue Dispatcher may receive information indicating an incident should be classified differently than initially dispatched. The Call Taker may also change the incident type during the questioning sequence with the caller as new information is received. Fire Rescue Dispatchers are responsible for reviewing all call updates entered by Call Takers. If a call should be reclassified based on information entered by the Call Taker, the Fire-Rescue Dispatcher will change the call type to reflect the appropriate category and change level of dispatch as indicated by the updated information.

4.3.13 DIVERTING UNITS

Diverting units from one call to another is a difficult situation and is normally directed by a Shift Commander or higher. Situations where this may occur include times when a unit responding to an emergency call drives up on another call or when they will have to pass an emergency call to get to the one to which they were dispatched. Company Officers will generally address this to dispatch. However, the Fire-Rescue Dispatcher will contact the Shift Commander for direction if any questions exist.

If a unit on a call becomes available and is closer to a call that another unit is responding to, the unit can be diverted, and unit with the greater ETA can be canceled.

When a unit is diverted, the Fire-Rescue Dispatcher will adjust their status in CAD accordingly and if necessary, dispatch another unit of the same type to the original incident.

On a multiple unit response, the responding ranking officer is in charge of all responding units until they are released. If the Shift Commander or a Chief is not responding the first due company officer is considered in command. That officer will communicate all orders directly to responding units and not relay orders through the FRD.

Important Note: Units assigned to lower priority calls (non-emergency responses, service calls, salvage calls, patient transfers, staging for LEO, etc.) will be diverted to a higher priority emergency call. If this occurs, the next closest unit(s) of the same type will be dispatched to replace them. If the unit or Shift Commander advises they cannot be diverted, the Fire-Rescue Dispatcher will dispatch the next closest available apparatus in accordance with the Response Guide.

A unit in "staging" is considered on scene and should be reported as such in CAD. Additionally, staged units are under the control of the Incident Commander. Requests to divert must be requested through the Incident Commander.

4.3.14 ASSIGNING REPORT NUMBERS

Each call for service will receive one report number assigned by the CAD system.

4.3.15 TIMERS

A manual event timer is available for use by Command to establish time on scene and/or IDLH tactical time upon request thru communications.

4.3.16 CANCELING UNITS

The Fire-Rescue Dispatcher will not direct any units to cancel once they have been dispatched to a call unless the incident was dispatched in error, the original location of the call is incorrect, a closer unit responds, no patient exists/patient transported POV, or a cancellation order is received from a Fire-Rescue unit.

If another agency or a citizen requests that Fire-Rescue units cancel a call, the Dispatcher receiving the cancellation request will attempt to determine a reason. The explanation will be documented in the CAD and relayed to the Shift Commander. In this instance the function of the Fire-Rescue Dispatcher is to provide as complete information as possible, but allow the officer to make the decision to cancel. It is the responsibility of the Shift Commander or higher authority whether to continue or cancel.

4.3.17 ROLL CALL

Certain situations will require all units/apparatus to confirm that they have received a message, or that they are alright. A frequent situation will be the roll call following the order to cancel a response. Because this will take up "air time", units/apparatus are to follow the model below so that air time used will be kept to a minimum.

FOLLOWING THE ORDER TO CANCEL:

Dispatch: "Engine 30"
Engine 30: "Engine 30 Available"
Dispatch: "Rescue 30"
Rescue 30: "Rescue 30 Available"

Other times a roll call may be necessary include special information vital for responding or on-scene units/apparatus to know (subject with a gun, change of attack from offensive to defensive, etc.), or to verify that all personnel are accounted for after a structural failure or the rapid evacuation of crews out of a building or area. While it is necessary for the Incident Commander to maintain a list of crews on scene, dependent upon dispatch activity, it may be easier for the Incident Commander to request dispatch do the actual roll call. It is incumbent upon the personnel in charge of companies to verify that each of their assigned people is accounted for during such a roll call. (**PAR – Personnel Accountability Report, see Firefighter Accountability SOP**).

If the Fire-Rescue Dispatcher needs to cancel dispatched unit(s) before they respond to the call, it will be classified as a "Disregarded Call", no disposition codes will be required nor will any fire or EMS report be generated. The unit will acknowledge the disregarded call. This only applies if the dispatched unit never responds to the call.

4.3.18 SPECIAL EVENTS

Fire-Rescue units frequently handle special events and functions. These include sporting events, educational presentations, public relations activities, "show and tell", and career days, etc.

Fire rescue units assigned to these functions may be on-duty units, or specially staffed units with crews called in specifically for this purpose. All special events are entered into CAD system as a Special Detail and assigned the appropriate report number.

If an on duty EMS or Fire unit is assigned to handle a special event, they are available or possibly a delayed response. The unit will give the disposition codes upon arriving at the special event. Unavailable for response requires authorization from the shift commander. The disposition code shall be given upon completion of the assignment to signify the return to service.

If a Rescue unit at a special event transports a patient or requests another Rescue unit to transport a patient, a second EMS report number will be assigned to the unit that handles the transport. If the unit assigned to the special event also handles the transport, then they will actually receive a report number separate from the one assigned to the detail.

Off duty units handling special events are not normally available for calls. If directed to do so by the Shift Commander or higher, they may be utilized for an emergency call. If the unit offers to respond to an emergency call either as the primary unit or as backup, they will be removed from their detail incident and attached to the call they respond. In this instance, a "cover" unit will be sent to the special detail unless instructed not to do so.

Based on contractual requirements, fire-rescue unit(s) enroute to a special event may not be dispatched to a call. While available in transit after completing the detail, they may be utilized if necessary as the closest available unit to an emergency call. This may be in a backup capacity only if they advise that another Rescue unit needs to be dispatched to handle the call.

Units assigned to a special detail will inform the Fire-Rescue Dispatcher they are available on the radio. If operating on an alternate radio channel, the Fire-Rescue Dispatcher will be notified and will document the information in the CAD.

4.3.19 REDUCED RESPONSE

Reduced response refers to a reduction of fire response to residential and commercial fire alarms (does not include Institutional Alarms). Call Takers will continue to classify and enter fire alarm calls based on the information received unless they are absolutely certain fire-rescue is operating on Reduced Response. Once the calls are routed, Fire-Rescue Dispatchers will modify the call type when appropriate.

Reduced Response is declared due to severe inclement weather or unit availability. Reduced Response must be initiated by a Shift Commander or higher.

When Reduced Response is authorized, the Fire-Rescue Dispatcher shall do the following:

1. Simulcast VHF Fire 1 and Fire Dispatch.
2. Activate ALERT TONE-1 for three (3) seconds.
3. Announce "All units, Fire-Rescue is on Reduced Response. Fire-Rescue is on Reduced Response due to (*reason*), (*time*)."

During reduced response, residential and commercial alarms will be dispatched with the phrase "Reduced Response" following the incident type.

When authorized to terminate Reduced Response, the Fire-Rescue Dispatcher shall do the following:

1. Simulcast VHF Fire 1 and Fire Dispatch A-1.
2. Activate ALERT TONE-1 for three (3) seconds.
3. Announce "All units, Fire-Rescue is off Reduced Response, Fire-Rescue is off Reduced Response, (*time*)."

4.3.20 FIRE ALARM CALLS

Nassau County has adopted a False Fire Alarm Ordinance. There is no change in the way Dispatch will handle fire alarm calls.

4.4 ON-SCENE PROCEDURES

4.4.1 ARRIVAL REPORT

An arrival report will be provided by the first arriving apparatus on any fire call, HAZMAT incident or traffic accident. The arrival report will contain the following information:

1. Unit ID "on scene."
2. Visual description of the scene
3. Visual description of hazard or injury
4. Report of operational mode
5. Establishment of command as appropriate

The Fire-Rescue Dispatcher will repeat the arrival report on the assigned channel. The Fire-Rescue Dispatcher will also enter the arrival report in the CAD.

The Fire-Rescue Dispatcher will document the unit currently serving as Incident Command.

Units reporting "on scene in the area" or "on scene, staged" will be recorded as "on scene" with the associated information.

4.4.2 INCIDENT COMMAND

Incident Command is a management system used at an incident scene to best utilize personnel and resources and to develop and implement an action plan. The person in charge of a specific incident is referred to as Incident Command or the Incident Commander. Upon arrival of the first Fire-Rescue unit, that unit's officer generally ESTABLISHES command.

When a higher-ranking officer arrives, s/he may assume command after receiving a pass-down from the current Incident Commander. If this occurs, s/he will then be assigned command. The Incident Commander will be referred to by the appropriate command designation rather than their normal unit designation. After command is assigned to another unit, the unit that had originally assumed command will again be referred to by their normal unit designation or may receive an additional assignment within the Command Structure. Normally, the first relieved Incident Commander will maintain the Operations Branch.

In summary, the first unit to establish command at a scene will ESTABLISH command and name it by location. Subsequent units who function as command will be ASSIGNED COMMAND. The Incident Commander may voice the assignment of command as "Command is assigned to (unit ID)." As command changes, the Fire-Rescue Dispatcher will update the status in CAD.

The title of command is determined based on a unique designation for the incident location.

If no command assumption has been announced, all command responsibilities rest with the first unit on scene (including single company responses).

Once Incident Command has been established, all radio communications relating to the incident will flow between the Incident Commander and the Fire-Rescue Dispatcher. Other on-scene units will communicate to the Incident Commander, not the Fire-Rescue Dispatcher. If a unit other than the Incident Commander begins communicating with the Fire-Rescue Dispatcher after command has been established, that unit will be advised to contact Incident Command after their transmission has been acknowledged. The only exception to this may be the TRANSPORTATION sector advising departure of Transport units, number of patients on board and color designation.

If unit(s) other than Command provides instructions, request information, or additional resources, etc., the Fire-Rescue Dispatcher shall refer the request to the Incident Commander or responding Chief Officer, identifying the requesting unit. There are valid instances where someone other than the Incident Commander will communicate with the Fire-Rescue Dispatcher (emergencies, Command Aide, commanders of other functions, groups, or divisions; Logistics Group, Medical Group, etc.) and this must be taken into consideration.

The Fire-Rescue Dispatcher will not prompt or solicit the Incident Commander or any other responding units to dispatch additional units or resources. The Fire-Rescue Dispatcher will provide all pertinent incident details and the Incident Commander or responding units will make decisions on additional resources based on the information they are given.

4.4.3 INCIDENT COMMAND RESPONSIBILITIES

Much planning is required and many decisions must be made, especially during major incidents. Once Incident Command has been designated, it is up to him or her to direct operations as well as direct the Fire-Rescue Dispatch to provide additional support or resources. (This does not imply that modifications to the unit assignment, additional support or resources will not be requested while units are still responding to a call.) The following list describes the types of support an Incident Commander may require.

1. Modifying the response to incidents
2. Requesting additional alarms
3. Designating Incident Command Aide
4. Special calls
5. Fire Investigators
6. Tanker Support
7. Public Information Officer
8. American Red Cross
9. Mutual Aid

4.4.5 OPERATIONAL MODES

Upon arrival, an operational mode is established. The operational modes provide a standardized label for common activities performed by units on the scene of various types of calls for service. Often, the operational mode will change as the incident progresses.

Operational Modes:

Defensive Mode: Conducting an exterior attack, while protecting exposures.

Extrication Mode: Person(s) entrapped in vehicle(s), by machinery, in a building collapse, or some other physical confinements are being extricated. The extrication process typically involves the use of specialized tools.

Investigative Mode: Looking for the patient on an EMS call, checking a building for fire, checking for injuries at an accident, etc.

Offensive Mode: Conducting an interior fire attack must have RIT identified.

Offensively Defensive: An initial exterior attack is made to slow progress of the fire until such time that sufficient personnel will allow for an offensive interior attack.

Overhaul Mode: Checking the structure to ensure the fire is completely out and securing the scene so that it is safe to leave.

Salvage Mode: Conducting activities such as smoke removal and covering of furniture to reduce damage from water/smoke.

Search/Rescue Mode: Searching for victims and removing them from unsafe areas.

Ventilation Mode: Smoke and heat are being removed from the structure by either natural airflow or forced air through existing or intentionally created openings in the structure.

4.5.6 COMMAND POST

The Command Post (CP) is a stationary location used for observation, organization, and communications. The location of the CP shall be given to the Fire-Rescue Dispatcher, who shall advise the other agencies already involved as well as any agencies subsequently requested. For local resource incidents, the CP is typically located with the Incident Commander's vehicle.

The Command Post location will be documented in the CAD. This will allow all personnel to be aware of the CP location when viewing the call.

If the location of the Command Post changes, the information shall be updated in accordance with the procedures in this section

4.4.6 OPERATIONAL/ADMINISTRATIVE GROUPS

To provide a manageable organizational structure, Engine, Truck Companies, Rescue Crews, and individuals may be assigned to groups or divisions. The divisions are identified by geographical location (Roof Division, Division 3, and Interior Division). The group is identified by function (ventilation, search, medical, etc.), and is not restricted to a specific area. Each group/division will have a Group/Division Chief who reports to the Incident Commander.

Each Group/Division/Branch has specific teams with team leaders.

EXAMPLES:

Medical Branch

Triage

Treatment

Transport

Morgue

Ventilation Group (function not restricted to a specific area)

Roof Team

Second Floor Team

Inside Team

Outside Team

Interior: fire attack (function) inside the structure (geographical area).

The Incident Command System (ICS) is structured to apply to emergency incidents. The ICS will change as the incident changes (expand and reduce). The Incident Commander determines expansion or reduction of the ICS.

The communications should flow from Groups/Divisions to the Incident Commander to the Fire-Rescue Dispatcher.

EXAMPLES:

Hazardous Materials (HazMat):

Directs the hazardous materials functions

Public Information Officer (PIO):

Manages and supervises the media representatives on the scene, and provides news releases to the media.

Liaison:

Coordinates between the Incident Commander and other agencies and organizes the activities of all agencies

Logistics Branch:

Manages the Command Post and Support Services; has responsibility for Liaison, Rehab, and Communications.

Medical Branch:

Reports to Operations or Incident Commander; supervises all medical operations such as extrication, evacuation, triage, treatment, transportation, and morgue at a multiple casualty incident

Operations Branch:

Directs the specific operation such as fire extinguishing or extrication

Planning Branch:

Collects, evaluates, and disseminates tactical information; documents action taken, and prepares plan for a developing incident.

Reconnaissance Group (Recon):

Surveys the incident and reports information to the Incident Commander.

Rehabilitation (Rehab):

Reports to Logistics or Incident Commander; arranges for food, beverages, and rest areas

Safety:

Reports to Incident Commander; supervises all operations from a safety perspective; responsible for stopping any unsafe act or condition.

Staging:

Organizes all units dispatched to a staging area; then directs them to the scene as requested by the Incident Commander.

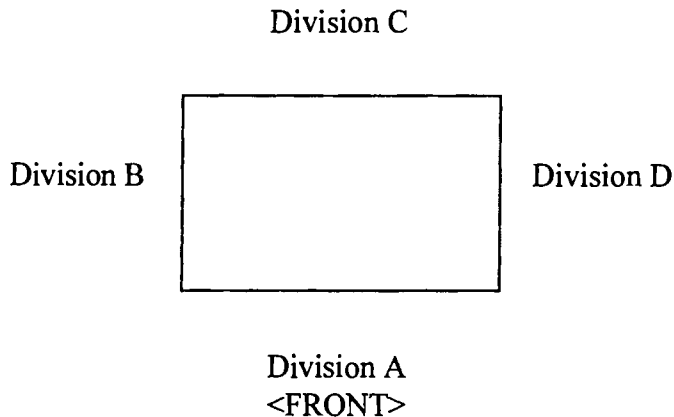
Water Supply:

Develops a water supply plan for the incident

4.4.7 PHYSICAL LAYOUT

For efficient communications and for standardization in describing the physical layout of a scene, the following designations shall be used. Alpha designation always begins at the front of the structure and proceeds clockwise.

DIAGRAM 1: Division Designations



Numerical designation applies to multi-story structures. The numerical assignment will match the floor designation of the building.

Numerical Designations

- 4th Floor - Division 4
- 3rd Floor - Division 3
- 2nd Floor - Division 2
- 1st Floor - Division 1

4.4.8 STAGING

SAFETY STAGING

Fire-Rescue personnel are often sent to calls where potentially hazardous conditions exist which could impact the safety of the crew members. Based on the information placed in the CAD call and relayed by Fire-Rescue Dispatchers, Fire-Rescue units may elect to stage in the area prior to arrival and await scene clearance from law enforcement. Law Enforcement units responding or on scene of a call may also request Fire-Rescue units to stage until a scene is secure. The Fire-Rescue Dispatchers will provide as much information as possible regarding the scene and potential hazards to allow fire-rescue crews to make as informed a decision as possible.

Fire-Rescue staging status and location shall be relayed to the appropriate law enforcement dispatchers. Responding law enforcement officers may increase their response mode to allow faster scene access by fire-rescue units, or may request a different staging location for tactical purposes.

When law enforcement secures the scene, the Fire-Rescue Dispatcher will be notified by the appropriate LEO Dispatcher that the scene is secure. If the incident is being handled by another law enforcement agency not dispatched through the NCSO Dispatch Center, the Fire-Rescue Dispatcher will receive notification from that agency when the scene is secure.

When the Fire-Rescue Dispatcher is notified that the scene is secure and relays the information to the staging units, the information will be documented in the CAD.

Level One Staging

On Fire Call assignments, units other than first arriving Engine, Tower/Ladder and Incident Commander Stage close enough to immediately begin work upon receiving orders. They stage approximately 1 block away in the direction of travel to the scene or closest hydrant short of the scene. This will avoid bottle-necking at the scene, interfering with deployment of first arriving units, and to discourage becoming committed or "free lancing" prior to receiving orders.

The Fire-Rescue Dispatcher will document Level One staging for the appropriate units in the CAD as on scene.

Level Two Staging

Level Two is used for high hazard to personnel incidents such as hazmat or explosive devices. It is also routinely used by units not on the first alarm that have not been assigned to a designated staging area.

If a staging area is designated, units will report "in staging" when arriving at that location and will report to the staging officer. The staging officer is normally the officer on the first unit in the staging area until relieved by the Incident Commander designating another officer.

4.4.9 STATUS REPORTS

Status Reports are given throughout an incident to keep Fire-Rescue personnel and the Fire-Rescue Dispatcher aware of the situation. Status Reports are usually announced by the Incident Commander and may include information on the progress of the incident, patients involved, operational modes, Benchmarks, and special orders.

The Fire Rescue Dispatcher will repeat status reports on the assigned channel. The Fire-Rescue Dispatcher may alter the report when necessary to utilize correct terminology.

The Fire-Rescue Dispatcher will document all status reports in CAD.

4.4.10 BENCHMARKS

A benchmark is a type of status report that indicates a significant milestone in the incident has been reached and/or that the urgency of the situation has been reduced. Below is a list of common Benchmarks:

Primary Search All Clear: Primary search has been completed and all savable occupants have been removed (when it is not possible to conduct a primary search the Incident Commander shall advise that "No all clear will be given").

Fire Out: The fire has been extinguished.

Fire Contained: Utilized for wild land fires. Indicates the fire is within established fire line.

Secondary Search All Clear: A thorough search of the structure was completed.

Task Completed: The specific task assigned to a unit or sector has been completed. Examples are the completion of ventilation, triage, evacuation or extrication.

Under Control: The fire or situation can be contained within its present area and can be extinguished with the resources on the scene.

Water on the Fire: means the first hose line has water flowing directed to the fire.

The Fire-Rescue Dispatcher will document all benchmarks in CAD.

4.4.11 INITIAL STRUCTURE FIRE ALARM

The initial dispatch alarm for a structure fire will be three career stations consisting of three career engine or ladder companies and three rescue units as well as the appropriate Chief Officers. Mutual aid may be a component of this alarm. Volunteer Fire Departments are to be toned only in the towns of Callahan and Hilliard and as requested by the Shift Commander or Chief Officer.

4.4.12 ADDITIONAL ALARMS

An Incident Commander (or first unit on-scene) may determine that the resources assigned are not sufficient to handle the incident and may request additional alarms.

A Second alarm will consist of the next two career stations or a specific assignment requested by the Incident Commander. Mutual aid may be a component of this alarm.

A Third alarm will bring all available career resources or a specific assignment as requested by the Incident Commander. Mutual aid will be a component of this alarm.

The Fire-Rescue Dispatcher must be aware that additional units could be required at any time.

4.4.13 EVACUATION ORDERS

The Incident Commander or the Safety Officer at the scene of an incident may give an evacuation order. Evacuation orders are generally given to immediately remove all fire/rescue personnel from a hazardous area. This would include exposure to extremely toxic fumes, a possible explosion, or deteriorating building conditions which suggest an imminent collapse.

When the decision to evacuate personnel is made, the Incident Commander or the Safety Officer shall do the following:

1. Notify all personnel of the order.

2. Notify the Fire-Rescue Dispatcher of the order.
3. Designate a person to sound the air horn for four (4) short blasts and one (1) long blast, and make the announcement.

Upon notification, the Fire Rescue Dispatcher will:

1. Transmit Alert Tone 1 for FIVE (5) seconds on all operational channels and the paging channels.
2. Announce the evacuation order on all operational channels and the paging channels, including the address of the incident.
3. Repeat steps 1 and 2 (Alert Tone 1 needs to be transmitted a second time).
4. Document the order in the CAD.

EXAMPLE Situation: E70, 30, 20, Tower 20, Ladder102, Rescue 30 and 70 and Chief 1 are on scene of a commercial building fire at Gateway to Amelia. C-1 is Gateway Command.

Command: "Gateway Command, announce building evacuation for this location."

FRD: (Alert Tone 1 on all operational channels and the paging channels) "All units on scene at Gateway, Command has ordered a building evacuation. (Alert Tone 1 on all operational channels and the paging channels) "All units on scene at Gateway, Command has ordered a building evacuation. (time)."

When an evacuation order is given, all fire/rescue personnel shall immediately leave the building or indicated location and move to a safe area. "Immediately leave" means that personnel shall stop what they are doing, unless performing a rescue, rapidly exit the building, and leave equipment that cannot be carried out without impeding a rapid exit.

4.7.14.1 Personnel Accountability Report Procedure (PAR)

Immediately following an evacuation, each company officer shall account for his/her personnel and shall report, in person, to his/her Group/Division Leader. All Division and Group leaders shall report the status of all companies under their command to the Incident Commander. This accounting of personnel shall be the first and only action of officers until all personnel are accounted for and present. This process is called a Personnel Accountability Report (PAR).

At any time during the course of an incident, the Incident Commander (IC) has the option of directing units to account for the personnel operating with that company by calling for a PAR. The Incident Commander may announce a PAR check by either calling for a PAR of a single unit or for all units assigned to an incident. The Incident Commander may call for a PAR check at benchmarks (all clear, fire out, fire under control), changes in conditions (offensive to defensive, flashover, collapse) or no more than thirty (30) minute intervals during a working incident.

4.4.14 SPECIAL CALL

An Incident Commander may require the capabilities of specific types of apparatus, specialized units or personnel. This is termed as a Special Call and will be announced as such upon dispatch.

4.4.15 Nassau County School Board Transportation

Nassau County School Board Transportation can provide large capacity vehicles which can be used transport multiple patients from an MCI that do not require ambulance transport. These busses and mini-busses may also remain stationary at a scene be used as a "rehab" area for emergency personnel and patients.

If Incident Command requests a Special Call for Nassau County School bus, the Fire-Rescue Dispatcher will contact Nassau County School Board Transportation supervisor by phone and relay the request. Provide detailed information, directions and staging area. Make sure they have the correct phone number to re-contact the Communications Center if they require further information. Obtain the ETA and advise the Incident Commander of the information. Document the notification and all other pertinent information in the CAD.

4.4.16 PUBLIC INFORMATION OFFICER

The Public Information Officers (PIO) is responsible for serving as a liaison between Fire-Rescue and the various media representatives. All media requests for news release information should be referred to the PIO. Dispatch may confirm the incident type and location upon inquiry by the media. Additional information must be obtained directly from the PIO or their designee.

4.4.17 FIRE INVESTIGATOR

A Fire Investigator has specialized training in the investigation of the point of origin and cause of fires and in criminal investigations related to fires.

Fire Investigators are dispatched at the direction of the Incident Commander. Based on information contained in an administrative notification or an arrival report, Fire Investigators may choose to respond prior to being requested.

The request and the time of page for a Fire Investigator will be noted in the CAD. The Fire Investigator dispatched will be added to the CAD call and their status documented in the same manner as other apparatus assigned to the call.

Some specific events make it necessary for the State Fire Marshall investigator to assist with or perform an independent investigation. This request will be generated by the Incident Commander.

4.4.18 AMERICAN RED CROSS

The American Red Cross (ARC) is an agency designed to provide various types of support for people in need. During fire incidents the Red Cross may be called upon to provide any of the following services:

1. Support for the victims - providing clothing and temporary lodging for families who have lost their homes.
2. Evacuation/shelter support - assists in evacuating citizens to a safe place and provides support at shelter locations.

Red Cross will need to know how many persons to provide for. They will also need to know the number, age, and sex of all persons needing clothing and will need to know the number and sizes of families displaced. In order to avoid lengthy radio transmissions, this information will be relayed via cellular telephone when possible.

1. Once ARC is requested, the Fire-Rescue Dispatcher will call 904-358-8091 or 1-800-843-5748
2. Document the notification and ETA in the CAD.
3. Inform Incident Command of the notification and ETA for ARC response.

4.4.19 RELEASING UNITS FROM CALLS

The Incident Commander will direct the release of fire-rescue apparatus and personnel assigned to an incident.

If the Incident Commander advises to cancel all units, all units can become available, or that all units are released, all support agencies (other fire-rescue apparatus, LEA, Utilities, etc.) are released as well.

If the Incident Commander is not releasing all units, they will specify which units will continue and which units can become available.

The Fire-Rescue Dispatcher will document all status changes in CAD. As units become available, they will switch to the paging channel.

4.4.20 RAPID INTERVENTION TEAM (RIT)

The Two In/Two Out protocol is a safety measure to insure that all fire ground operations that involve entering into an atmosphere of Immediate Danger to Life or Health (IDLH) will have two firefighters in a back-up role (RIT) for immediate rescue of the first two firefighters entering into the IDLH condition.

The purpose of a Rapid Intervention Team (RIT) is to locate and initiate a rescue of firefighters who are lost or missing, or trapped while working in an IDLH atmosphere

General Guidelines:

RIT shall be established on any incident where firefighters are operating in an IDLH atmosphere and the potential for being lost or missing, or trapped exists. Incident Commanders shall ensure that sufficient equipment/personnel are available to staff a RIT. Depending on incident size, more than one RIT may be assigned. This group may be assigned to peripheral duties and shall perform rescue operations for lost/missing, trapped or injured fire and rescue personnel when deployed.

If on arrival there are signs of a trapped person or reports of persons in the structure, with life threatening potential, then every attempt shall be made to rescue those individuals without delay.

The rapid rescue to save life shall be carefully considered by the first arriving officer on the incident or the IC using proper fire ground indicators (IE: Time of day, accountability of persons present on the scene, type of structure involved, the amount of fire present, etc.).

Rapid Intervention Team Deployment Phase:

The RIT will be activated by the IC when it is determined that a firefighter is lost/missing, or trapped. When deployed, the RIT will be assigned to the same channel or talk group as the lost or trapped firefighter(s). This channel will be placed on emergency traffic.

A second alarm will be automatically assigned when the RIT is deployed. When the RIT is deployed, a replacement RIT will need to be staffed and staged for deployment. However, the call for a replacement RIT will not delay deployment of initial RIT for rescue purposes.

4.4.21 EMERGENCY PROCEDURES

4.4.21.1 Emergency Traffic

Emergency traffic is a condition where a radio channel is restricted only for units involved in a particular incident. During emergency traffic, all other units are to be assigned to alternate channels. Until Emergency Traffic is cleared, the Fire-Rescue Dispatcher responsible for the channel will exclusively monitor and operate that channel.

Other Fire-Rescue Dispatchers or Shift Supervisors will provide additional support at the Fire-Rescue Dispatch positions until the Emergency Traffic situation has cleared.

Emergency Traffic may be initiated for various reasons. Fire-Rescue units, Incident Commanders, or higher officers may request Emergency Traffic in order to have restricted use of that channel and/or to keep the channel clear to effectively handle an emergency situation.

The Fire-Rescue Dispatcher receiving the request for Emergency Traffic will do the following:

1. Transmit an ALERT-1 tone on the channel(s) to be placed on Emergency Traffic.
2. Announce Emergency Traffic and prompt the requesting unit to provide a situation report if a reason has not been given.
3. Reallocate other dispatch functions to the remaining channel(s), which includes reassigning for existing calls for service.

The Shift Commander will be notified any time a channel is placed on emergency traffic. If a Shift Commander or Chief Officer is responding or on scene of the incident requiring emergency traffic, the notification is not necessary.

4.4.21.2 EMERGENCY CALL BUTTON (ECB) ACTIVATION (“10-34 button”)

An ECB is used when Fire Rescue personnel are in imminent danger or needing urgent assistance. To activate an ECB, the person has to physically activate it by depressing a button located on top of their radio. When the ECB is pressed the radio will stay on the channel which it was pressed. When the FRD receives activation, the following steps will be immediately taken:

1. Select the arrow button on the effected channel.
2. Select the “red cross” button; this will bring up a window with the Unit ID
3. Transmit a three second Alert 1 tone on the effected channel.
4. Call the unit and attempt to ascertain status.
Example: “(Alert-1 tone) Nassau, Engine 40, ECB Activation.”
If the unit advises the ECB was activated in error, no further action is required.
5. If the unit fails to respond appropriately, announce “(Channel) is on Emergency Traffic for (Unit) ECB activation.”
6. The FRD will generate a LEO call and send additional resources if needed.
7. If the unit is assigned to a call where an IC has been established, notify the Incident Commander. If the unit is not assigned to a call, or if there is no IC established, notify the Shift Commander.
8. When convenient, follow the procedures to silence and reset the ECB alarm on the console.
9. When notified that Emergency Traffic is no longer required, the FRD will follow the procedures for clearing emergency traffic and resume normal operations.

4.4.21.3 PERSONNEL SAFETY EMERGENCY “10-34”

The code “10-34” is used when Fire-Rescue personnel are confronted with an immediate threat to their safety requiring emergency law enforcement response.

When a fire-rescue unit broadcasts “10-34”, and or activates the “10-34” button, the Fire-Rescue Dispatcher receiving the request shall:

1. Place the channel where the request was made on Emergency Traffic.
2. Dispatch law enforcement. (Refer to related procedures in Law Enforcement Dispatch section). If in the jurisdiction of a law enforcement agency NOT dispatched by the NCSO Dispatch Center, the appropriate law enforcement agency will also be contacted by telephone to respond emergency, along with the closest NCSO unit will be dispatched until the other agency's unit is on scene.
3. Dispatch the Shift Commander and Chiefs (if not already responding or on scene).
1. Dispatch the closest Rescue unit to stage (if not already responding).

“10-34” situations are processed as Priority 1 law enforcement calls resulting in an automatic emergency response.

4.5 MEDICAL CALLS

4.5.1 EMERGENCY MEDICAL DISPATCH (EMD) PROTOCOL

Medical Priority Consultants, Inc. based in Salt Lake City, UT developed the Emergency Medical Dispatch (EMD) system used by the Sheriff's Office Communications Division.

This program establishes a standard of care which is the initial segment of the Emergency Medical System in Nassau County. The NCFR Medical Director is responsible for overseeing this program and monitoring the quality assurance process to ensure that our agency is performing in accordance with the established standards.

Telephone Pre-arrival instructions from the Call Takers are not utilized for medical emergencies at doctor's offices, emergency medical clinics or hospital facilities.

4.5.2 EMS CALL PROCESSING SEQUENCE

Communications Division personnel will adhere to the EMD protocol when processing medical emergency calls as appropriate. This document is not meant to serve as an EMD protocol.

4.5.3 PATIENT INFORMATION

The Fire-Rescue Dispatcher will provide a minimum of the following patient information to responding Fire-Rescue units.

1. Relay details of call location and routing instructions. Include names of subdivisions, apartment complexes, mobile home parks, or businesses.
2. Basic details of patient condition
 - a. Chief Complaint.
 - b. Patient's age/sex.
 - c. Status of consciousness.
 - d. Status of breathing.
 - e. Inform responders of possible hazards.
 - f. Inform responding fire-rescue units what other units or agencies are also responding.

Should additional information become available to Fire-Rescue Dispatchers after responders have been mobilized, this will be relayed to responding units. Do not delay the dispatch of additional calls to deliver secondary information.

4.5.4 PATIENT STATUS REPORTS

On medical calls, a status report will be given within 5 minutes of arrival on scene. This may request additional resources, Cardiac Red, Trauma Red, Sierra 7, or will handle with units assigned or on-scene.

4.5.5 ALERTS

4.5.5.1 Trauma Alert

A Trauma alert is an urgent notification given to an emergency department at the request of fire-rescue units on scene of a medical emergency call. Trauma alerts provide advance notification to a hospital emergency department so they can expect and prepare to receive a critically injured patient. There are a variety of circumstances under which a fire-rescue unit will issue a Trauma Alert. Below are some examples:

Multi-system Trauma

Unconscious trauma patient

Head injuries

Multiple fractures

Blood pressure less than 80

Pulse greater than 120

Respirations greater than 30

The Trauma Alert must include the name of the receiving hospital and the reason for the trauma alert, (head injury, etc.).

The Fire-Rescue Dispatcher is responsible for making the hospital notification and documenting the notification in the CAD and unit status record for the requesting unit.

4.5.5.2 Stroke Alert

Patients who fail any leg of the Cincinnati Stroke Test and have exhibited symptoms for less than 3 hours qualify for "Stroke Alert" status. A "Stroke Alert" shall be issued to the hospital designated by the requesting unit. If a Stroke Alert is issued, the Fire-Rescue Dispatcher is responsible for making the hospital notification and documenting the notification in the CAD and unit status record for the requesting unit.

4.5.5.3 STEMI Alert

This alert is reserved for patient with positive objective sign of an evolving Acute Myocardial Infarction (Heart Attack). If a STEMI Alert is issued, the Fire-Rescue Dispatcher is responsible for making the hospital notification and documenting the notification in the CAD and unit status record for the requesting unit.

4.5.6 MEDICAL HELICOPTERS

There is currently one medical helicopter service within Nassau County. Trauma One / UF Health is located in Yulee. The Incident Commander must approve any other ATU from another location (St. Augustine, Lake City, Gainesville, or Green Cove).

When a Fire-Rescue unit requests helicopter response, the Fire-Rescue Dispatcher will make contact with the helicopter dispatch at 1-800-BAD-HURT or 350-0001 and provide the following information:

1. Incident type.
2. Incident location.
3. Scene landing zone or Base Flight.
4. ID number of ground unit coordinating landing zone.
5. Radio channel for contact with ground units. (normally A4)
6. The patients estimated weight

BASE FLIGHT

A "base flight" will occur when the Trauma 1 ATU is available in their quarters and NCFR or FBFR units will be transporting to the air base as opposed to a scene or LZ landing. Dispatchers should ascertain the availability of the ATU and advise them of the approximate arrival time of the ground transport unit.

SCENE LANDINGS

If law enforcement units are coordinating the landing zone, the appropriate LEA Dispatchers must console patch for this purpose.

Air Transport Units should make radio contact via 800mhz channel A-4 to establish communications with the ground contact unit.

The coordination of a landing zone is a critical function which must be established prior to the arrival of the helicopter. It may be handled by any of the public safety agencies on the scene of an incident but two essential items must be identified. One is a clear landing location and the other is a radio channel (A4) where the helicopter **MUST** communicate with someone on the ground prior to landing. It is the responsibility of Incident Command to designate these ground contact responsibility and relay them to the Fire-Rescue Dispatcher. If this does not occur prior to the helicopter asking for it, the Fire-Rescue Dispatcher will make contact with Incident Command to obtain the information.

If an ATU is not available to respond because of weather, the requesting unit or Incident Command is to be advised and the patient will be ground transported. If the unavailability is because of mechanical reasons or on another mission, the alternative service will be requested

4.5.7 FIRE RESPONSE TO PHYSICIAN OFFICES

Fire apparatus will be dispatched with Rescue units in accordance with the Response Guide.

4.5.8 PATIENT TRANSFERS

This procedure will facilitate the timely and appropriate response to the requests for medical transfers from Baptist Medical Center –Nassau.

1. Emergency transfers shall be dispatched and handled as an emergency. The Medical Director will be contacted for authorization prior to transfer being approved. STEMI's or Acute MI's from BMC-N do not require pre-approval.

2. The assignment of units for transfers will be the closest unit available. Normally, this is Rescue 101.
3. Hospital personnel (Nurse, Respiratory Therapist, and/or a Physician) may assist in the transfer of patients requiring specialty handling, equipment, medications or procedures not covered or instructed by NCFR policy.

4.5.9 EMERGENCY ROOM BY-PASS PROTOCOL

Hospital By-Pass will only be recognized under the following two conditions:

1. The Emergency Department is on complete lock-down due to a security issue.
2. The entire hospital is experiencing an overwhelming event such as total electrical failure, flooding, fire, etc.

To declare a bypass condition, the Hospital Administrator or designee will contact the Dispatch Shift Supervisor and request to speak with Battalion 1. The Dispatch Shift Supervisor will do the following:

1. Obtain name, title, and call back telephone number for the requesting hospital representative.
2. Contact Battalion 1 and patch them through to the requestor.
3. If Battalion 1 authorizes the by-pass status, they will instruct Dispatch to notify all Rescue units.
4. The Dispatch Supervisor will have the Fire-Rescue Dispatcher initiate the notification to all Rescue units informing of which facility is on by-pass status. Notification will be completed using the console paging system.
5. The same process will be utilized when the hospital notifies Dispatch they are no longer on by-pass status.

Rescue units will continue to transport to the facility requested by the patient, or as dictated by the patient's medical condition.

4.5.10 PARAMEDIC TO HOSPITAL COMMUNICATIONS

Fire-Rescue paramedic personnel will make radio or telephone phone contact with the appropriate hospital emergency department to provide patient reports and/or to receive treatment orders. Patient information calls to Emergency Departments should be provided as soon as possible, rather than later. This may allow adequate time for bed assignment etc.

In order to maintain patient confidentiality, information regarding the patient's name/identification will not be transmitted over the radio system. Dispatch should not be placed into a relay position for medical information or orders. Cross-patching Regional Med to A3 or A4 will accommodate transmission to Camden Medical Center.

4.5.11 PATIENT REPORTING

NCFR units will select the appropriate 800 talk group assignment, page and contact the desired hospital. Dispatch should not be a transfer point for medical information. This may

require that the FR Dispatcher call the receiving facility directly to come up on the radio to receive report from a unit.

Out of county EMS units may contact the Fire-Rescue Dispatchers on MED-8. Fire-Rescue Dispatchers are responsible for monitoring and answering MED-8 at all times.

The Fire-Rescue Dispatcher will direct the requesting unit to the appropriate MED channel for BMC-Nassau using the assignment below.

Alpha 6: Baptist Medical Center Nassau

MED-8: Statewide Mutual Aid Calling Frequency

If a unit is on stand by for a MED channel and it is evident that the frequency will not clear prior to the unit's arrival, the unit may request the Fire-Rescue Dispatcher to make notification to the appropriate facility by telephone.

If a Paramedic contacts the Communications Center by phone for a hospital patch, the Call Taker will make sure they are on a recorded telephone line. The Paramedic will be connected to the telephone line at the appropriate Emergency Department. THE CALL WILL NOT BE TRANSFERRED TO THE HOSPITAL. The call will be conferenced in a three-way format and then placed on hold. This will ensure that the patient report given and any treatment orders will be logged on the recording system. The Call Taker is to document the patch in the CAD system.

Fire-Rescue units should not usually request the Fire Rescue Dispatcher to relay information to hospitals. If a unit advises they are absolutely unable to switch channels to relay the patient report (due to radio problems, etc.), the Fire-Rescue Dispatcher may relay the report in the exact format and content provided by the fire-rescue unit.

4.5.12 RELAY OF PHYSICIAN'S ORDERS

Rescue units should not place the Fire-Rescue Dispatcher in a position to relay physician's orders over the radio based on phone instructions received from the hospital emergency department. If there are extenuating emergency circumstances where there is no other alternative but to relay physician's orders, the Fire-Rescue Dispatcher may be asked to handle this task. This should occur only in situations where direct contact with a hospital emergency department is not possible and patient care may be compromised if the information is not relayed.

If this occurs, the Fire Rescue Dispatcher must maintain direct phone contact with the receiving facility. Make sure all information is carefully repeated for verification PRIOR to relaying it to confirm accuracy. While transmitting the information or orders to the Rescue unit, make sure the hospital emergency department is monitoring to verify that the correct information is given. Obtain the name of the person relaying the information via phone as well as the physician giving the orders if they are not one and the same. Advise the Paramedic the name of the physician giving the orders.

Record the contact information along with the associated names of the physician and hospital staff in the CAD to document time of contact. Also document which radio channel the information was relayed on.

4.5.13 ARRIVAL AT MEDICAL FACILITIES

Rescue Units arriving at a Hospital or other destination will be back in service after 10 minutes. If the patient has not been transferred after 10 minutes, a call to dispatch is required with an estimated time of in-service. If the patient is still on our stretcher and has not been evaluated by hospital staff (physician) after 30 minutes, the affected unit will contact dispatch who will note the time in CAD and pass the information along to Battalion 1.

Battalion 1 is to be notified under the following circumstances:

1. Immediately when a unit advises out of service.
2. When a busy/delayed response status at a hospital or other facility exceeds 10 minutes.

4.5.14 CALL DISPOSITION

When the incident is closed out by the Rescue unit upon cancellation, clearing the scene, or arrival at a medical facility, they will provide the following information. This information is to be documented in the CAD call for the appropriate unit(s).

1. **CURRENT STATUS:** Available, Available/Delayed Response, Busy or Out of Service. If the unit is completing a patient transport, they will include their location and ending mileage.
2. **DISPOSITION CODE:** Describes what took place during the incident or how the incident was handled. Each unit on a call may advise separate disposition codes.

4.5.15 MUTUAL AID

A mutual aid request refers to a situation where assistance is provided to or from another department or agency. It normally involves a response out of their normal jurisdiction with specifically requested equipment or resources.

The Response Guide classifies mutual aid requests into two types:

1. Assist with medical calls for service
2. Assist with fire operations either structural or wildland.

If an adjoining agency requests mutual aid, dispatch will process and dispatch the call in accordance with the Response Guide. In the case of a generic mutual aid request, or request from other than immediately adjacent County, Dispatch will determine exactly what type of equipment or specialized resources are being requested and contact Battalion 1 or Chief 1, 2, or 3 for authorization.

4.6 NOTIFICATIONS

4.6.1 CHIEF NOTIFICATION

The Dispatch Center is responsible for initiating Administrative Notifications for specified types of fire-rescue incidents and situations.

There are many reasons that senior officers require early notifications:

1. Some incidents are likely to escalate in size and complexity. Examples: (1) A fire in a large apartment building may be small at the time it is reported, however could extend from one apartment to another, growing geometrically in size and complexity. First alarm units are within the span of control of a small command staff, but as more resources are added the command staff has to grow with it. The people forming this overhead team come from the senior officers and support staff. (2) A police event that results in civil unrest may require activation of additional resources. (3) On duty chief officers busy on the same or different incidents may require additional response chief officers. (4) High emergency traffic and call loads may require a pre-assigned chief officer respond to Dispatch to triage calls.
2. Senior officers are responsible for emergency events even when they are not present. To take appropriate action when such events occur, it is necessary that they be fully informed about significant events.
3. In supervising field employees it is important to evaluate that performance and provide coaching and feedback during the incident – not just afterwards. The department's senior officers have to see the performance of their shift personnel, both for evaluative and training reasons.
4. Senior officers bring numerous past experiences and expertise to the incident by responding or through communications with on-scene personnel. This is an important resource when solving field emergency problems that may be unique to the people on scene, but have been experienced before by senior officers. The sooner the notification, the more quickly reinforcement of correct action, and correction of error-prone action, can be implemented.
5. Adding a resource to an incident is not a matter of asking for it when it is needed – it requires the resource need be anticipated and requested before it is needed, to allow time for locating, dispatching and response time. Senior officers may be requesting resources early in anticipation of future actions – known in the street as “Plan B”. When it is possible that initial actions may fail, it is important to have the resources needed for the next plan either responding or staged close by.

If a unit gives an arrival report which meets the criteria for Chief Notification, or certain criteria are met prior to a unit's arrival, a Chiefs Notification will be initiated. This will announce to the command level and support units that a major incident is in progress and will prompt them to monitor its progression, respond to the scene, or provide additional

instructions. If dispatch is uncertain whether or not to initiate a Chief Notification, consult the Communications Supervisor or Battalion 1.

All notifications will be conducted in accordance with the Notification Matrix. Notifications are required for specific incident types and various other events.

The Communications Division has two methods for conducting administrative notifications:

1. Alpha paging system
2. Console voice paging system

Administrative notifications will be accomplished using both the Console Voice Paging System and the Alpha Paging System. If all systems are unavailable, telephone contact will be initiated.

Based on the incident type, Administrative Notifications are done either when the incident is initially reported or when the incident is confirmed. The Notification Matrix specifies when the notification should be initiated.

For the purpose of initiating a Chief Notification, an incident is confirmed when:

1. Notification is received from a Fire-Rescue unit.
2. Notification is received from a reliable source or any other public safety agency/unit on scene.
3. When multiple calls (three or more) are received reporting conditions which meet the criteria for notification (listed in the Notification Matrix).

Chief Notifications will also be initiated when requested by a Fire-Rescue Command Officer or as deemed appropriate by a Communications Supervisor.

4.6.2 RESPONSIBILITY FOR CONDUCTING CHIEF NOTIFICATIONS

Fire-Rescue Dispatchers are responsible for immediately initiating a Chiefs Notification once an incident qualifies in accordance with the Notification Matrix. The Fire-Rescue Dispatcher may request assistance from another Dispatcher or Communications Supervisor if unable to immediately initiate the notification.

Communications Supervisors are responsible for ensuring the Administrative Notifications are immediately initiated via the Console paging system, followed by an alpha numeric page. If necessary, Communications Supervisors may initiate the notification or direct another Communications Division employee to initiate the notification.

The person conducting the administrative notification pages will document the details in the corresponding CAD, specifying the type and time of notification (either alpha page or console page.)

Fire-Rescue Command Officers or Communications Supervisors will do follow up administrative notifications when significant changes/events occur during an incident such as

additional alarms, involvement of additional fire-rescue agencies, or any other occurrence as deemed significant.

4.6.3 FORMAT FOR ADMINISTRATIVE NOTIFICATIONS

The format and information included in all administrative notifications (alpha page or voice page) will be as follows:

1. Type of incident.
2. Incident location.

4.6.4 ROAD CLOSURE

The Dispatch Center will do a radio broadcast over the radio of all road closures as well as notifying Nassau County EOC and State Warning Point.

4.6.6 FLORIDA FORST SERVICE NOTIFICATION

When any BRF or BRF2 call is dispatched to any location in Nassau County, the Fire-Rescue Dispatcher will also notify the Florida Forest Service (FFS). This is notification only and NOT a request/dispatch for DOF to respond. The Fire-Rescue Dispatchers will contact DOF by telephone to request a response.

4.7 VEHICLE CONDITIONS

4.7.1 FUEL REQUESTS

Nassau County Road Department provides a refueling service for NCFR apparatus. NCFR units will inform the Dispatch Center when the need for a fuel truck is identified. The Call Taker or Fire-Rescue Dispatcher receiving the fuel request will contact the Road Department Supervisor and relay the request, the point of contact and the assigned talk group for contact (usually C-1). Log the request in CAD. The assigned road department unit will call the Dispatch on C-1 to advise enroute and confirm location.

4.7.2 APPARATUS BREAKDOWN

Dispatch will be notified when Fire-Rescue units experience mechanical problems with their vehicles that place them out of service. Dispatch should inquire as to failure and notify Battalion 1. The Fire-Rescue Dispatcher will update their status in CAD to show them out of service.

If a fire-rescue unit breaks down while responding to a call, they are to be replaced immediately with another unit of the same type. If a Rescue unit breaks down while transporting a patient, the closest available Rescue unit will be dispatched to transfer the patient and continue transport.

For all instances of apparatus breakdown, Battalion 1 will be notified with a cause if known..

If a wrecker is required, Battalion 1 will notify the Dispatch Center which service to call.

Fernandina Beach Fire Department:

For FBFD apparatus breakdown contact City of Fernandina Beach Headquarters.

4.7.3 VEHICLE CRASH

When Nassau County Fire Rescue apparatus is involved in a vehicle crash, the Fire-Rescue Dispatcher is responsible for the following:

1. Enter the vehicle crash as an incident in CAD.
2. If the unit was assigned to a call, replace the unit with the next closest available apparatus of the same type in accordance with the Response Guide.
3. If injuries are involved in the crash, dispatch the appropriate fire-rescue apparatus in accordance with the Response Guide. Do not include the involved fire-rescue apparatus as part of the response.
4. Dispatch Battalion 1 and make Chiefs notifications.

5. Dispatch the law enforcement agency with jurisdiction for traffic control and other scene support. Dispatch the Florida Highway Patrol to conduct the crash investigation:
6. Perform administrative notifications in accordance with the Notification Matrix.
7. Notify the Communications Supervisor.
8. Dispatch any other resources or make notifications as requested.

EXHIBIT B

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

Nassau County Sheriff's Office

with headquarters at

76001 Bobby Moore Circle, Yulee, FL 32097

with the primary ORI of: FL0450000, (hereinafter referred to as the User).

Whereas, FDLE is authorized by law 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 law to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and 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 Online (hereinafter LEO), the FBI's National Data Exchange (hereinafter NDEx) and the International Justice and Public Safety Network (hereinafter NIets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the interstate transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the continental United States, Alaska, Hawaii, U.S. Virgin Islands, Canada and Puerto Rico;

Whereas, the FDLE Director of Criminal Justice Information Services is recognized by the FBI as the 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 User requires access to intrastate and interstate CJI systems provided by FDLE through the CJNet in order to effectively discharge its public duties;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the information 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. 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 is designed for criminal justice agencies within Florida that have either direct or indirect access to FCIC/CJNet. If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

SECTION I FCIC/NCIC/CJNET FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure access to the criminal justice information services provided on CJNet and adhere to the following:

1. Serve as the CSA for the State of Florida and provide the User with access to CJI as is available in the FCIC/NCIC and III systems and NLETS through CJNet, and to serve as the means of exchanging CJI between the User and other criminal justice agencies on CJNet.
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 references herein to policies, operating procedures, operating instructions, operating manuals and technical memoranda with which adherence is required may be found on the CJNet CJIS Resource Center web page.
4. Provide state criminal history record check services for non-criminal justice purposes as provided by law.
5. Act as the central state repository; provide identification, record keeping, and exchange of Criminal History Record Information (CHRI) services.
6. Facilitate access, using CJNet, to other information applications or systems that the User may be authorized to access.

SECTION II FCIC/NCIC/CJNET USER REQUIREMENTS

By accepting access as set forth above, the User agrees to adhere to the following to ensure continuation of access:

1. **USE OF THE SYSTEM: Use of the CJNet and any system accessed via the CJNet is restricted to the administration of criminal justice or as otherwise specifically authorized or required by statute.** Information obtained from the FCIC/NCIC files, or computer interfaces to other state or federal systems, by means of access granted through CJNet, can only be used for authorized purposes in compliance with FCIC/NCIC and III rules, regulations and operating procedures, and state and federal law. It is the responsibility of the User to ensure access to CJNet is for authorized purposes only, and to regulate proper use of the

network and information at all times. The User shall establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy. Accessing information and systems provided via CJNet for other than authorized purposes is deemed misuse. The User shall notify the CSO of any sustained/confirmed cases of misuse by using the CJS Systems Misuse Reporting Form found on the CJNet CJIS Resource Center web page. In cases of sustained/confirmed misuse, the User shall identify disciplinary actions and the corrective actions taken to prevent future incidents. FDLE reserves the right to deny CJI access to individuals who have sustained cases of misuse.

- 1.1 If the User provides an interface between FDLE and other criminal justice agencies, the serviced agency(ies) shall abide by all of the provisions of this agreement. Serviced agencies that access CJNet, FCIC/NCIC and/or related applications by interfacing through the User shall, likewise, abide by all provisions of this agreement. Additionally, the User and the serviced agency shall enter into an interagency agreement when access to CJNet/FCIC/NCIC is provided by the User to a serviced agency.
- 1.2 **MESSAGES:** Only law enforcement and other criminal justice messages shall be sent over and through the CJNet and FCIC/NCIC. All messages shall be treated as privileged unless otherwise indicated. The User should be prudent in use of regional and statewide broadcast message requests. All messages shall use plain English language in the message.
- 1.3 **COMPLIANCE:** The User shall access FCIC/NCIC and other CJNet applications in strict compliance with applicable CJNet, FCIC, NCIC, III and Nlets policies including, but not limited to, policies, practices and procedures relating to:
 - 1.3.1 **TIMELINESS:** FCIC/NCIC records shall be entered, modified, located, cleared, and canceled promptly in order to ensure system accuracy and effectiveness. If the User performs FCIC/NCIC updates for other agencies, the User shall comply with timeliness requirements for the records entered for the serviced agencies as well.
 - 1.3.2 **HOT FILE ENTRIES:** In order to make entries into the FCIC/NCIC hot files, the User shall have personnel dedicated to maintain a 24-hour, seven-day a week FCIC/NCIC operation.
 - 1.3.2.1 If the User enters records into FCIC/NCIC for another agency, the User shall execute an interagency agreement with each serviced agency outlining each agency's responsibilities.

- 1.3.2.2 Adult Warrants, Missing Persons and all property records of the FCIC Hot File records, entered by state and local agencies, will be made available to the public on the Internet via the FCIC Public Access System (PAS), unless explicitly flagged by the User for exclusion.
- 1.3.3 **QUALITY ASSURANCE:** Appropriate and reasonable quality assurance procedures shall be in place, including second party verification during entry, to ensure all entries in FCIC/NCIC are complete, accurate, and valid.
- 1.3.4 **VALIDATION:** The User shall validate all records that the User has entered into the system for accuracy and retention. To be in compliance with FCIC/NCIC rules, regulations and operating procedures, the User shall ensure each record is modified to confirm the successful validation of each record on file in FCIC/NCIC. Failure to modify a record to indicate validation may result in its removal from the file. The User shall develop its own written validation procedures specifying the steps taken by the User to complete record validation.
- 1.3.5 **HIT CONFIRMATION:** The User shall comply with FCIC/NCIC rules, regulations and operating procedures by responding to the hit confirmations in a timely manner (within ten minutes or one-hour depending on priority).
- 1.3.6 **DISSEMINATION:** Information obtained from the FCIC/NCIC hot files, CJNet or computer interfaces to other state or federal systems, by means of access granted pursuant to Section 943.0525, F.S., shall only be used for the administration of criminal justice.
 - 1.3.6.1 Upon receipt of a public record request for CJI, the User shall confer with FDLE regarding the appropriate response. It is the responsibility of the User to ensure that access to the CJNet is for authorized criminal justice purposes only, and to regulate proper access to and use of the network and information at all times.
 - 1.3.6.2 The User will disseminate CHRI obtained or derived from federal records or systems only to criminal justice agencies and only for the administration of criminal justice. The administration of criminal justice includes criminal justice employment screening.
 - 1.3.6.3 The User, if functioning in the capacity of a pretrial release program or providing CHRI for a pretrial release program, may disseminate Florida public record information only, in compliance with Section 907.043 (3),

F.S., which requires "[e]ach pretrial release program [to] prepare a register displaying information that is relevant to the defendants released through such a program."

The authority to disseminate information for this purpose shall be restricted to county probation services offices and those criminal justice entities providing the probation offices with information obtained via the FCIC message switch for the administration of criminal justice.

1.3.7 **RETENTION:** CHRI which the User maintains, whether retrieved from III or Florida's criminal history record system, shall be kept in a secure records environment to prevent unauthorized access. Retention of CHRI is governed by the record retention schedule for law enforcement published by the Florida Department of State, GS2.

1.3.7.1 Retention of criminal history records, whether retrieved from III or the state system, for extended periods may be appropriate when the time sensitivity of the specific record is important.

1.3.7.2 When, in the sound judgment of the User, retention of criminal history records, whether retrieved from III or the state system, is no longer required, final disposition will be accomplished in a secure manner in compliance with state law, FCIC/NCIC and III rules, regulations and operating procedures to preclude unauthorized access.

1.3.7.3 Because CHRI may become outdated at any time, a current criminal history record check should be performed whenever CHRI is used or relied upon by the User. Entry or retention of criminal history records in a separate or local database would be inconsistent with this principle, and is therefore discouraged. The retention of criminal history records, whether retrieved from III or the state system, in a secondary (non-FDLE) database is not authorized by law.

1.3.8 **CRIMINAL HISTORY TRANSMISSION:** Any electronic device that uses wireless or radio technology to transmit voice data may be used for the transmission of CHRI only when an officer determines there is an immediate need for this information to further an investigation or there is a situation affecting the safety of an officer or the public.

1.3.8.1 A facsimile machine may be used to transmit criminal history information between criminal justice agencies, provided both agencies have an NCIC Originating Agency Identifier (ORI) and are authorized to receive

criminal history information. Appropriate measures shall be taken to prevent unauthorized viewing or receipt by unauthorized persons

1.3.9 TRANSACTION LOGGING: Each interface agency accessing FCIC/NCIC and III systems shall ensure that an automated transaction log is maintained. The FCIC/NCIC portion of this log shall be maintained for a minimum of twelve months, and the III portion shall be maintained for a minimum of four years.

1.3.9.1 Automated transaction logging is a feature included in the application software provided by FDLE, and local agencies are encouraged to retain these logs for future reference. Users purchasing or developing an interface to FCIC shall ensure transaction logging is an included feature.

1.3.9.2 The automated transaction log shall identify: the operator on all transactions, the agency authorizing all transactions, the requester and secondary recipient for all criminal history transactions. This information can be captured at log-on and can be a name, badge number, serial number, or other unique identifier.

1.3.9.3 The User may only disseminate CHRI to another authorized recipient and shall maintain a record of any dissemination of state or federal criminal history information. This record shall reflect at a minimum: (1) date of release; (2) to whom the information relates; (3) to whom the information was released; (4) the State Identification (SID) and/or the FBI number(s); (5) the purpose code and (6) the reason for which the information was requested.

1.3.10 INFORMATION ACCESS: The User shall allow only properly screened (as per Section III, paragraph 2 of this User Agreement), authorized personnel performing a criminal justice function who have received proper security awareness training to have access to information contained within the CJNet, FCIC/NCIC or other state or federal criminal justice information system accessed through the FCIC message switch, FBI CJIS Wide Area Network or Internet. The User will also provide assistance to other criminal justice agencies not equipped with direct FCIC access in compliance with FCIC/NCIC and III rules, regulations and operating procedures, but only to the extent that such assistance is not otherwise prohibited.

- 1.3.10.1 The User shall ensure that all personnel who initiate a transaction to the FCIC message switch are current in CJIS certification.
 - 1.3.10.2 Each individual user shall be properly authenticated prior to initiating a transaction to or requesting information from FCIC or other CJNet application.
 - 1.3.10.3 The User shall ensure that persons allowed to complete CJIS certification are at least 18 years of age and are U.S. citizens or have a valid immigration status/visa.
 - 1.3.10.4 FDLE reserves the right to deny FCIC, CJNet or related programs/ systems access to any individual based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/ systems.
- 1.3.11 WORKSTATION: FDLE is not responsible for the workstation acquisition, maintenance, operation, repair, supplies or workstation operation personnel costs. The User shall immediately notify the FDLE Customer Support Center, should an FCIC/NCIC workstation or device, associated with an FCIC/NCIC entry(ies), malfunction or become inoperable. All costs associated with returning the workstation to operation, other than CJNet costs, shall be the User's responsibility. FDLE will assist with executing trouble-shooting procedures.
- 1.4 Interface Operations: For systems implemented after December 31, 2008, the User shall ensure that all automated interfaces that programmatically (i.e., without human intervention) generate transactions to the FCIC message switch are restricted to no more than one transaction per second per interface.
2. AUDITS: The User shall permit an FDLE appointed inspection team to conduct inquiries with regard to any allegations or potential security violations, as well as for routine audits.
- 2.1 FDLE conducts regularly scheduled compliance and technical security audits of every agency accessing the CJNet to ensure network security, conformity with state law, and compliance with all applicable FDLE, CJNet, FCIC/NCIC and III rules, regulations and operating procedures. Compliance and technical security audits may be conducted at other than regularly scheduled times.
3. TRAINING: The User is responsible for complying with training requirements established in CSP and the rules, regulations, and policies established by FCIC/NCIC, III, FDLE and other CJNet applications. The User is responsible for

remaining current in the applications, procedures, and policies and ensuring personnel attend these training sessions.

- 3.1 All User personnel who access CJI for the administration of criminal justice shall complete security awareness training, including but not limited to criminal justice officials, e.g., Police Chiefs, Sheriffs, Judges, State Attorneys, etc.
 - 3.2 Only operators who have successfully completed CJIS certification shall be allowed to have unsupervised access to the FCIC/NCIC system.
 - 3.3 FCIC/NCIC operators who are in their initial six months of assignment may be permitted supervised access to FCIC/NCIC. Operators shall successfully complete CJIS certification within six months of appointment or assignment to duties requiring direct access to FCIC/NCIC.
 - 3.4 The User shall require all personnel who are authorized to initiate a transaction to the FCIC message switch to successfully complete CJIS Certification. The User agrees to remove from FCIC/NCIC access any employee who fails to achieve required certification standards, whose certification has expired, whose certification is otherwise rescinded or as directed by FDLE.
 - 3.5 The User shall require all information technology (IT) personnel, including any vendor or contracted staff who will in the course of their contracted criminal justice support duties initiate a transaction to the FCIC message switch, to successfully complete CJIS certification.
 - 3.6 The User shall maintain training records for all personnel with access to CJI, i.e., CJIS certification and security awareness training.
 - 3.7 The User shall require all IT personnel, including any vendor, responsible for maintaining/supporting any IT component used to process, store or transmit any unencrypted CJI, to successfully complete and maintain in current status the CJIS security awareness training provided by FDLE.
4. RELOCATION: Should the User desire to relocate the data circuit(s) and/or equipment connected to CJNet, the User shall provide FDLE written notice 90 days in advance of the projected move. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by the User unless FDLE has funding to make changes without charge. The repair and cost of any damages resulting from such relocation will be the User's responsibility.
 - 4.1 The User shall also provide 90 days advance notice when requesting additional access to FCIC.

5. **LIABILITY:** The User understands that the FDLE, its officers, and employees shall not be liable in any claim, demand, action, suit, or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information transmitted through CJNet or in the FCIC/NCIC and NLETS information systems.
6. **CRIMINAL HISTORY RECORDS:** FDLE is authorized to establish a statewide biometric identification system and an intrastate system for the communication of information relating to crimes, criminals and criminal activity.

To support the creation and maintenance of the criminal history files, the User, as appropriate, shall:

- 6.1 Provide for inclusion in criminal history records information systems, adult and juvenile criminal fingerprints on all felony arrests; adult criminal fingerprints on all misdemeanors and comparable ordinance violation arrests; and juvenile fingerprints on misdemeanor arrests specified at Section 943.051, F.S. The submission of other juvenile misdemeanor arrest fingerprints is optional.
 - 6.2 Provide security for CHRI and systems that process or store CHRI, and security training for personnel who receive, handle or have access to CHRI.
 - 6.3 Screen all personnel who will have direct access to CHRI and reject for employment personnel who have violated or appear unwilling or incapable of abiding by the requirements outlined in this agreement.
 - 6.4 Defer to FDLE on any determination as to what purposes qualify for criminal justice versus non-criminal justice designation, as well as with respect to other purposes that may be authorized by law.
 - 6.5 As authorized by Florida Statutes and/or federal regulations, the User may share state CHRI. Dissemination of information requires compliance with all applicable statutes, FCIC/NCIC and III rules, regulations and operating procedures, including logging. Agencies shall maintain the restriction on dissemination applicable to such record information, including but not limited to confidentiality or exemption from Section 119.07(1), F.S., as provided by law.
 - 6.6 Provide security and establish policies to prevent unauthorized access to or dissemination of sealed records, or unauthorized notification of expunged records.
7. As FALCON is a CJI system, the User shall adhere to all policies regarding access, use and dissemination of CHRI. The User shall comply with all training and other appropriate requirements associated with its criminal justice status. The

User shall review FALCON subscriptions to determine whether the User is still authorized to receive criminal history record information on an individual. The User shall indicate the continued authorizing relationship with that individual, i.e., the person is still employed, volunteering, etc., or is currently the subject of investigation or under supervision by the User. CHRI received as a result of a FALCON subscription may be disseminated for criminal justice purposes, and is subject to the same legal and policy restrictions associated with CHRI.

SECTION III SECURITY REQUIREMENTS

1. The User shall comply with the CSP and the rules, regulations, policies and procedures established for CJNet, FCIC/NCIC, III and NLETS, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records. By accepting access as set forth above, the User agrees to adhere to the following security policies in order to ensure continuation of that access:
 2. PERSONNEL BACKGROUND SCREENING: At a minimum, the User shall conduct a state and national fingerprint-based records check on 1) all personnel who are authorized to access state and/or national CJI data or systems, 2) IT personnel who maintain/support information technology components used to process, transmit or store unencrypted CJI, and 3) other personnel, including but not limited to support personnel, contractors and custodial staff, with unescorted physical or logical access to physically secure locations, as defined in the CSP and/or IT components used to process, transmit or store unencrypted CJI. The User is strongly encouraged to screen the applicant by other available means, e.g., local court records, in addition to the fingerprint-based record check.
 - 2.1 The User shall submit applicant fingerprints of persons described in Section III, paragraph 2, for positive comparison against the state and national criminal history and for searching of the Hot Files.
 - 2.2 The results of the fingerprint-based record check shall be reviewed prior to granting access to CJI or components used to process/store CJI, including access for IT support. The User may conduct a preliminary on-line criminal justice employment check using Purpose code "J" for this purpose.
 - 2.2.1 If a record of any kind exists, the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO for review. Upon notification from the User, the CSO shall review the matter to determine if access is appropriate and officially notify the User in writing of the CSO's decision regarding access.
 - 2.2.2 Once the original background screening has been completed, if the User learns that an employee with access to CJI, including any personnel as identified in Section III, paragraph 2, has a criminal

history or pending charge(s), the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO. The CSO shall review the facts and circumstances and notify the User in writing regarding access to CJI.

- 2.2.3 The User shall have a written policy for discipline of personnel who 1) access CJNet and/or CJI for purposes that are not authorized, 2) disclose information to unauthorized individuals, or 3) violate FCIC/NCIC or III rules, regulations or operating procedures.
 - 2.3 As the CSA for the State of Florida, the FDLE reserves the right to deny individual user access to any system or related program that is used to process, transmit or store CJI based on valid, articulable concerns for the security and integrity of the information and/or related systems.
 - 2.4 The User shall ensure the appropriate ORI is used for submission of applicant fingerprints. Fingerprints submitted for positions associated with the administration of criminal justice or as required by the CSP, shall include the User's criminal justice ORI. Fingerprints submitted for any other positions not related to the administration of criminal justice or required by the CSP shall include the appropriate and approved non-criminal justice ORI.
3. **PHYSICAL SECURITY:** The User shall identify facilities, areas, rooms, etc. where CJI is accessed, processed and/or stored to determine physical security requirements as identified in the CSP. The User may designate a facility, area, room, etc., either a physically secure location or a secured area, as defined in the CSP, provided the appropriate requirements are met. Access shall be limited to persons needing access for completion of required duties. The User shall have a written policy that ensures and implements security measures, secures devices that access FCIC/NCIC/CJNet and prevents unauthorized use or viewing of information on these devices. The use of password protected screen blanking software is recommended for devices that access FCIC/NCIC when the operator may leave the computer unsupervised. FDLE reserves the right to object to equipment location, security measures, qualifications and number of personnel who will be accessing FCIC/NCIC and to suspend or withhold service until such matters are corrected to FDLE's reasonable satisfaction.
4. **ADMINISTRATIVE SECURITY:** The User shall designate individual agency contacts, as described below, to assist the User and FDLE in ensuring compliance with this Agreement. Training for these positions is provided by FDLE, and the User shall ensure that its designee is keenly aware of the duties and responsibilities of each of the following positions. FDLE reserves the right to object to the Users appointment of a TAC, LASO, LAI or AAA based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/systems. The User shall provide FDLE with up-to-date contact information for these positions.

- 4.1 **TERMINAL AGENCY COORDINATOR:** The User shall designate a Terminal Agency Coordinator (TAC) to ensure compliance with FCIC/NCIC and III rules, regulations and operating procedures, and to facilitate communication between FDLE and the User. The TAC shall maintain a current CJIS Certification. TACs shall attend TAC training within six (6) months of being assigned to the position, and as often, as required by FDLE, thereafter.
 - 4.2 **LOCAL AGENCY SECURITY OFFICER:** The User shall designate a Local Agency Security Officer (LASO) to ensure compliance with the CSP. Within six months of assignment to the position, the LASO is encouraged to complete any appropriate LASO training made available by FDLE, including CJIS security awareness training.
 - 4.3 In addition to TAC and LASO, there are other points of contact and positions necessary to manage applications and facilitate communication between the User and FDLE. These positions are identified on the Agency CJIS Contact Form, which may be found on the CJNet CJIS Resource Center website under CJIS Forms and Publications.
5. **MANAGEMENT CONTROL AGREEMENTS:** In situations where data processing/information services, law enforcement dispatch functions or human resources functions are provided by a non-criminal justice governmental entity, the User shall enter into a management control agreement as required by the CSP. In situations where governmental structure or hierarchy does not support or permit an agreement between the parties involved, a directive which includes all of the provisions for a management control agreement identified in the CSP may be substituted.
6. **INTERAGENCY AGREEMENTS:** The User shall execute an Interagency Agreement with any other criminal justice agency to which criminal justice information services are outsourced, including but not limited to information technology related functions. The User shall consult with FDLE to determine if a given function requires an Interagency Agreement.
7. **TECHNICAL SECURITY**
 - 7.1 Remote access services to CJIS, including, but not limited to access to FCIC/NCIC and CJNet via the User's Network, will be permitted provided the User establishes appropriate security measures to ensure compliance with all rules, regulations, procedures, and the CSP.
 - 7.2 All FCIC/NCIC/III data transmitted over any public network segment shall be encrypted as required by the CSP. This requirement also applies to any private data circuit that is shared with non-criminal justice users and/or is not under the direct security control of a criminal justice agency.

- 7.3 The User shall maintain, in current status, and provide upon request by FDLE a complete topological drawing, which depicts the User's network configuration as connected to CJNet. As required by the CSP, this documentation shall clearly indicate all network connections, service agencies and interfaces to other information systems.
 - 7.4 The User shall ensure only authorized criminal justice agencies or agencies authorized by FDLE are permitted access to the CJNet via the User's CJNet connection.
 - 7.5 The User shall ensure all devices with connectivity to CJNet employ virus protection, anti-spam and anti-spyware software and such software shall be maintained in accordance with the software vendor's published updates.
 - 7.6 CJI, including but not limited to information obtained from the FCIC message switch and CJNet, may only be accessed via computers or interface devices owned by the User or by the contracted entity. Vendors under contract with the User to perform the administration of criminal justice may be allowed to use their own devices for access provided all requirements of the FBI CJIS Security Addendum are satisfied.
 - 7.7 The User shall ensure that CJNet-only devices have a Windows or network type password to prevent unauthorized access.
 - 7.8 Provided appropriate security precautions are in place, and upon approval from the FDLE Network Administration staff, the User may employ wireless network connectivity (for example the 802.11 wireless networking protocol).
8. **COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY:** The User shall have a written policy documenting the actions to be taken in response to a possible computer security incident. The policy shall include identifying, reporting, investigating and recovery from computer security incidents. The User shall immediately notify the CSO of any suspected compromise of the CJNet.
 9. **SECURITY AUTHORITY:** All policies, procedures and operating instructions contained in the CSP and FCIC/NCIC, III and NLETS documents, operating manuals and technical memoranda, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
 10. **CLIENT SOFTWARE LICENSE:** The FCIC Client Software (eAgent) license from Diverse Computing, Incorporated is located in the Help menu of the eAgent client software. The FCIC Client Software (eAgent) license is made a part of and incorporated by reference into this User Agreement and shall be binding on the User upon acceptance of the software. The User is allowed up to one hundred (100) eAgent Subswitch mnemonics. The User is not permitted to install eAgent, as provided by FDLE, on laptops for use in a mobile environment, including tablets, netbooks and other "handheld" devices. The User is not permitted to use the eAgent client software as an interface to the FCIC message switch for another application.

11. PRIVATE VENDORS: Private vendors which, under contract with the User, are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum.
 - 11.1 The contract between the User and the vendor shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJI.
 - 11.2 The User shall ensure all vendor employees are appropriately screened prior to granting the vendor employees access to CJI. Vendor employee fingerprints submitted by the User to FDLE as required by the CSP shall be taken/rolled/printed by a recognized law enforcement agency or an FDLE approved third party vendor. NOTE: A vendor may not fingerprint its own employees.
 - 11.3 The User shall maintain the Security Addendum Certification form for each member of the vendor staff with access to information systems that processes CJI.
 - 11.4 The User shall ensure all vendor employees with access to CJI have received the appropriate security awareness training via the CJIS Online application and are in current status.
 - 11.5 The User shall ensure private vendors permitted such access are aware of the provisions of Section 817.5681, F.S. regarding breach of security of personal information.
 - 11.6 The User shall contact FDLE for review prior to entering into a contract or agreement with a private vendor in the course of which state or national CJI is processed, stored or transferred from the User's physically secure location to a vendor owned or operated facility(s) (e.g., cloud services.)
 - 11.7 The User shall maintain and keep current a list of all vendor employees who have been authorized access to CJI.
12. USERNAMES and PASSWORDS/AUTHENTICATION: The User shall ensure that all personnel, including IT support and vendors, who initiate a transaction to the FCIC message switch have a separate and distinct username and password/ authentication for the software/interface used to initiate the transaction.
 - 12.1 The User shall ensure that all User-operated interfaces, including but not limited to computer aided dispatch systems, record management systems, jail management systems and mobile data systems with the FCIC message switch or other systems that contain CJI, follow the password requirements as outlined in the CSP.
 - 12.2 Individual users shall refrain from sharing passwords and/or other authenticators, including but not limited to smart cards, tokens, public key

infrastructure (PKI) certificates, etc., used to access CJI or CJNet related systems.

- 12.3 Individual users shall refrain from using another individual's account or session for the purpose of accessing CJI or other CJNet applications.
 - 12.4 Individual users shall refrain from caching credentials/passwords for access to systems/applications used to process or store CJI.
 - 12.5 All personnel with access to any system or application that processes or stores CJI for maintenance or administration purposes shall be uniquely identified.
13. **INDIVIDUAL USER ACCESS:** The User shall deactivate individual user access to eAgent and/or other FCIC interfaces, other CJNet applications and other state/federal systems containing CJI, including but not limited to LEO and/or NDEx, upon separation, reassignment or termination of duties, provided individual user access is no longer required for the administration of criminal justice.
 14. **OFF SITE STORAGE/PROCESSING OF CJI:** The User shall contact and receive approval from the CSO prior to entering into an agreement with a noncriminal justice governmental agency for off-site storage or processing of CJI (often referred to as cloud computing or cloud services.)

SECTION IV MISCELLANEOUS REQUIREMENTS

1. 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 adhere to US Code (28 U.S.C. section 534), State Statute (Chapter 943 F.S.), Code of Federal Regulations (28 C.F.R. Part 20), Florida Administrative Code (Chapter 11C-6, F.A.C.), FCIC/NCIC and III rules, regulations and operating procedures which this agreement incorporates both present and future.
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. **PROVISIONS INCORPORATED:** The User shall be bound by applicable federal and state laws, federal regulations and the rules of FDLE to the same extent that the User would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.

4. **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.
 - 4.1 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, regulation or rule.
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 negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through CJNet, FCIC/NCIC, III and NLETS.
7. **ACKNOWLEDGEMENT:** 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 the CJNet, including the FCIC/NCIC System. 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:** 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 Nassau County Sheriff's Office

USER CHIEF EXECUTIVE or OFFICIAL

Bill Leeper TITLE Sheriff
(PLEASE PRINT)

Bill Leeper
(SIGNATURE)

DATE 4-29-14

WITNESS Mary S. Mercer TITLE Executive Assistant

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Jennifer Cook Pritt TITLE Director
(PLEASE PRINT)

J C Pritt
(SIGNATURE)

DATE 5/9/14

WITNESS Steele Kinnahan Pugh TITLE Admin. Asst.