MEMORANDUM OF UNDERSTANDING BETWEEN THE WALT DISNEY WORLD RESORT SECURITY DIRECTOR AND THE CENTRAL FLORIDA INTELLIGENCE EXCHANGE REGARDING SHARED RESOURCES

1. **PARTIES:** The parties to this Understanding are **The Walt Disney World Resort Security Director and the Central Florida Intelligence Exchange (CFIX).**

2. **AUTHORITY**: The 'Intelligence Reform and Terrorism Prevention Act of 2004', Section 7402. (8) Coordinating industry efforts, with respect to functions of the Department of Homeland Security, to identify private sector resources and capabilities that could be effective in supplementing Federal, State, and local government agency efforts to prevent or respond to a terrorist attack.

3. **PURPOSE**: The purpose of this Agreement is to set forth terms by which Walt Disney World Security and CFIX will jointly utilize personnel, equipment, facilities and resources to facilitate the mutually beneficial exchange of information between Walt Disney World Security, other private sector entities and agencies participating with CFIX.

The Walt Disney World Security Intelligence Team responsibilities include receiving, assessing and distributing intelligence information related to infrastructure security of business assets located in Florida, domestically and internationally. To facilitate effective performance of that responsibility the Walt Disney World Security Director intends to station one of its employee at CFIX.

There is a recognized benefit for the participating agencies of the Region 5 Domestic Security Task Force, as well as all other Local, State and Federal agencies, to be able to freely share information within CFIX on a day-to-day basis to support the mission. CFIX operates as a multi-jurisdictional entity staffed with law enforcement analysts, government representatives, and grant position personnel, from the various participating agencies.

Participating agencies include, but are not limited to:

- Orlando Police Department
- Orange County Sheriff's Office
- Florida Department of Law Enforcement
- Florida Highway Patrol
- Seminole County Sheriff's Office
- Volusia County Sheriff's Office
- Brevard County Sheriff's Office
- Indian River County Sheriff's Office
- Martin County Sheriff's Office
- St. Lucie County Sheriff's Office
- Lake County Sheriff's Office
- Orange County Corrections Department
- Osceola County Sheriff's Office
- Federal Bureau of Investigation
- Transportation Security Administration
- Internal Revenue Services
- Walt Disney World
- Department of Homeland Security (DHS) - Office of Intelligence & Analysis (I&A)
- Department of Homeland Security (DHS) - Immigration and Customs Enforcement (ICE)

4. **UNDERSTANDING OF INTENTIONS:**

Walt Disney World Security Director

a. The Walt Disney World Security Director intends to station one of its Intelligence personnel at the CFIX facility to serve as an analyst focusing on the receipt, assessment and distribution of information relating to private sector security. The position may be canceled at any time by either the Walt Disney World Security management and/or the management at CFIX. This Memorandum of Understanding shall not be considered a binding commitment of resources. Walt Disney World Security will provide, at their discretion, personnel on a part-time or full-time basis and shall retain full responsibility for payment of salary (including overtime compensation or compensatory time), travel and per diem reimbursement, retirement/pension, insurance disability, worker's compensation benefits, etc.

b. Walt Disney World Security retains liability and responsibility for the acts, omissions or conduct of their members while such members are engaged in activities pursuant to the Memorandum of Understanding.

c. All Walt Disney World Security sharing of terrorism information, homeland security information, or law enforcement information related to terrorism will be pursuant to

Federal, Department of Homeland Security (DHS) and Walt Disney World Security requirement, directives and guidance.

CFIX:

a. Will provide oversight, equipment and work space location for Walt Disney World personnel and oversee the day to day work to perform the following general duties related to the private sector.

- Provide information and knowledge, in the form of actionable intelligence, to policy and decision makers.
- Collect, analyze, produce and disseminate intelligence in order to support regional efforts to detect, deter, disrupt and deny terrorist activity.
- Provide investigative support, through analytical products and both tactical and strategic intelligence through various intelligence products.

5. **OTHER RESPONSIBILITIES**:

a. ***Operations*** – CFIX will operate according to guidelines established and agreed upon by the participating agencies on the Executive Steering Committee and ratified by the Governance Board. These "guidelines" are included in the CFIX Standard Operating Procedures (SOP) Manual. Changes to any guidelines must be approved by the Executive Steering Committee. Each member from a participating agency shall continue to comply with the policies and procedures of that agency. If a conflict arise because an activity is perceived to be detrimental to the goal of CFIX, the issue shall be taken up by the Governance Board and an attempt shall be made to resolve the conflict in a manner that will allow this Memorandum of Understanding to continue in full effect.

b. ***Information Dissemination*** – CFIX will operate as a multi-jurisdictional entity similar to those described in 28 CFR Part 23, for the purpose of sharing information among participating agencies.

- All investigative intelligence and information developed within or generated by the CFIX remains the property of that agency from which it was obtained. However, in conjunction with the national directorate toward intelligence sharing through the Fusion Center process, CFIX will disseminate intelligence information to the Florida Fusion Center in Tallahassee, as the oversight of all intelligence sharing within the State of Florida.

- The parties recognized the U.S. Department of Homeland (DHS) and CFIX maintain a Memorandum of Agreement which provides for the detail of a DHS representative to the CFIX facility. The MOA reflects that it was entered into by

DHS pursuant to 6 USCC § 121 (d) and 124h, sections 201 (d) and 210A of the Homeland Security Act of 2002, as amended, the Intelligence Reform and Terrorism Prevention Act (hereinafter "IRTPS") of 2004, Executive Order (hereinafter "E.O.") 13311 of July 29, 2003, Homeland Security Information Sharing E.O. 13356 of August 27, 2004, Strengthening the Sharing of Terrorism Information To Protect Americans, and E.O. 13388 of October 25, 2005, Further Strengthening the Sharing of Terrorism Information to Protect Americans. The parties acknowledge that this MOU shall not replace or alter information sharing at that level, but rather will simply facilitate the process at the local level.

- CFIX will obtain permission from the controlling agency prior to the disclosure of information outside of CFIX and FDLE.

c. ***Security*** - Personnel assigned to CFIX may be required to obtain a clearance level sufficient to allow them to access law enforcement sensitive information. CFIX personnel requiring access to national security information must have the appropriate clearance, based on a current background investigation required for access to that information. As necessary, the Department of Justice will perform background checks on those CFIX personnel requiring access to nation security information. Personnel assigned to, either part-time or full-time, will be required to sign a Non-Disclosure and Confidentiality Agreement.

6. POINTS OF CONTACT

Melissa Merklinger
Security Director
Walt Disney World Resort
P.O. Box, 10000
Lake Buena Vista, FL 32830
Phone: 407-827-1445

Bob Geeslin
Security Manager
Walt Disney World Resort
P.O. Box, 10000
Lake Buena Vista, FL 32830

Captain/Director Al Rollins
Orange County Sheriff's Office/Central Florida Intelligence Exchange
2500 West Colonial Dr.
Orlando, FL 32804
Phone: 407-858-3889

7. **EFFECTIVE DATE:** The terms of this agreement will become effective as of the date of signature.

8. **MODIFICATION:** This agreement may be modified upon mutual (written) consent of the parties.
9. **SEVERABILITY:** Nothing in this (MOU/MOA) or any of the annexes (if appropriate) is intended to conflict with current laws or regulations or the directives of DHS or any other Executive Department. If a term of this MOU/MOA, or any of its annexes, is inconsistent with such authority, then that term shall be invalid but the remaining terms and conditions shall remain in full force and effective.

10. **RIGHTS AND BENEFITS:** Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, or offices, state agencies, or officers caring out program authorized under federal law, or any other person.

11. **TERMINATION:** The terms of this agreement, as modified with the consent of both parties, will remain in effect until terminated by either of the parties. The agreement may be extended by mutual written agreement of the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement.

APPROVED BY:

Date:

SHERIFF DENNIS LEMMA
Seminole County Sheriff's Office
Chair of CFIX Governance Board

Date: 10/15/2019

AL ROLLINS
Captain/Director
Orange County Sheriff's Office
Central Florida Intelligence Exchange

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

DATE: 10/11/19

Date: 06/12/2019

MELISSA MERKLINGER
WDW Director of Security
Walt Disney World

Date: 06/12/2019

BOB GEESLIN
Security Manager
Walt Disney World