



Legislation Text

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**File #:** 24-1133, **Version:** 1

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**Interoffice Memorandum**

**DATE:** July 18, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Daniel P. Banks, Deputy County Administrator

**FROM:** Louis A. Quiñones, Jr., Chief Corrections Department

**CONTACT:** Andrea Lowery, Manager, Corrections Fiscal and Operational Support Division

**PHONE:** 407-836-3511

**DIVISION:** Fiscal and Operational Support Division

**ACTION REQUESTED:**

Approval and execution of Interagency Agreement Orange County, Florida and Office of the State Attorney Ninth Judicial Circuit of Florida to provide access to Orange County Corrections Department's Inmate Management System to the State Attorney's Office for informational use only. (Fiscal and Operational Support Division)

**PROJECT:** N/A

**PURPOSE:** The purpose of this Interagency Agreement is for sharing information with the Office of the State Attorney, Ninth Judicial Circuit of Florida, by allowing access to inmate records via its Inmate Management System in order to facilitate the performance of its duties pursuant to the Constitution and laws of the state of Florida

**BUDGET:** N/A

## INTERAGENCY AGREEMENT

### ORANGE COUNTY, FLORIDA AND OFFICE OF THE STATE ATTORNEY NINTH JUDICIAL CIRCUIT OF FLORIDA

#### **PARTIES**

This Interagency Agreement (Agreement) is between Orange County, Florida, a charter county and political subdivision of the State of Florida (County) and the Office of the State Attorney, Ninth Judicial Circuit of Florida (SAO), which are parties hereto.

#### **PURPOSE**

This Agreement is entered into for the purpose of sharing information with the SAO, for the Ninth Judicial Circuit, by allowing access to inmate records, in order to facilitate the SAO in the performance of its duties pursuant to the Constitution and laws of the State of Florida.

**WHEREAS**, the Orange County Corrections Department (OCCD) is the Orange County, Florida Department responsible for maintaining records regarding Orange County jail inmates ("Inmates"); and

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

**WHEREAS**, both the OCCD and the SAO have entered into Criminal Justice User Agreements (UA) with FDLE, and are required to abide by the FBI Criminal Justice Information Systems (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and,

**WHEREAS**, the SAO presently has the benefit of access to the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC), via connectivity to the Florida Department of Law Enforcement; and seek use of the County's computer system, through OCCD, to obtain Inmate information for the use in the performance of its duties; and

**WHEREAS**, the parties agree that providing SAO access to the County's Inmate records and information shall serve a public purpose.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OCCD will provide access to its Inmate Management System (IMS) to the SAO for informational use only. The system will continue to be maintained and updated by OCCD.
2. Access to the OCCD's system will be provided with the least privileged rights only. Access is granted for business-related functions only. Users are required to maintain confidentiality and prevent the unauthorized disclosure of any data or information that is

accessed or obtained from the system that is otherwise confidential or exempt from disclosure pursuant to law or court rules.

3. The SAO recognizes that IMS may contain Personally Identifiable Information (PII) and Criminal Justice Information (CJI) and agrees this information will be extracted for the purpose of criminal justice/law enforcement business use only. Personal use is strictly prohibited.

4. The SAO agrees all its users with access to IMS are responsible for safeguarding this access and ensuring access is not provided to persons outside of the agency. The SAO is responsible for making sure security provisions are being enforced within its agency for users of the system. SAO users may only access IMS via SAO owned devices. All connections to the system must be encrypted to ensure security of the data.

5. The SAO will receive CJI from OCCD via Secure File Transfer Protocol (SFTP) site. The SFTP is FIPS 140-2 certified to ensure encryption levels meet the requirements of secure CJI transfer. The SAO shall provide the FIPS 140-2 certificate to OCCD for reference, upon request.

6. The SAO and OCCD may also exchange CJI, as needed for criminal justice purpose, via voice and/or physical paper dissemination.

7. The parties agree to abide by all applicable local, state, and federal laws, rules, and regulations with regard to the use of IMS and the information it contains. The parties further agree to abide by all terms and conditions of the Criminal Justice User Agreement executed between FDLE and each party, to include but not limited to the FBI CJIS Security Policy.

8. The SAO agrees any information or records it receives or accesses pursuant to this agreement will only be used or disseminated for authorized criminal justice purposes. Such information or records shall be maintained in a secure manner and destroyed in compliance with all applicable federal and state laws.

9. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.

10. The SAO agrees to ensure all devices with connectivity to CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after necessary testing, upon such patches becoming available.

11. Personnel from Orange County Information Systems and Services (ISS) working with the SAO may be allowed access to CJI provided all requirements of the FBI CJIS Security Addendum are complied with and security training is current as required by the FBI CJIS Security Policy.

12. OCCD will provide the SAO with a complete list of users that require access to the SFTP site and will notify the SAO if any changes in the personnel occur.

13. THE SAO will have a written policy for discipline of personnel who access CJI via OCCD's IMS for unauthorized purposes, or otherwise disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations, or operating

procedures. A copy of such policy will be provided to OCCD for its records. Should staff from either the SAO or OCCD become aware of a security violation by SAO personnel, notification will be made to a designated point of contact with SAO to address the matter.

14. The parties understand they both have an obligation, in compliance with the FBI CJIS Security Policy, to report instances of misuse of CJI and IMS to FDLE for follow-up regarding applicable investigations and any resulting discipline.

15. OCCD reserves the right to deny access to IMS and CJI, or related records, to any individual, based on articulable concerns for the security and integrity of CJIS and any related program/system information.

16. The term of this Agreement shall be for a period of three (3) years from the date the last party signs the Agreement, unless otherwise terminated by either party.

17. Either party may terminate this agreement, without cause, upon thirty (30) days written notice, which shall be provided in accordance with paragraph 20 herein. Either party may terminate this Agreement immediately, upon finding the terms of this Agreement have been violated.

18. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

19. The Agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.

20. Any notices required to be delivered pursuant to this agreement shall be in writing and may be: (a) hand delivered; (b) sent by recognized overnight courier; or (c) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to the other party as set forth below:

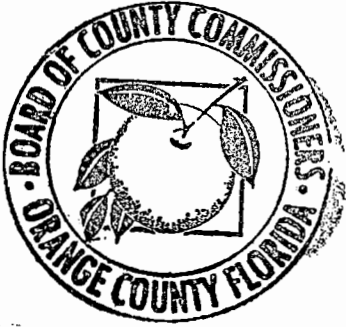
As to County:

Orange County, Florida  
Attn: Chief of Corrections  
Orange County Corrections Administrative Bldg.  
3723 Vision Blvd.  
Orlando, Florida 32839

As to State Attorney:

Office of the State Attorney  
Attn: State Attorney  
415 North Orange Avenue  
Orlando, Florida 32801

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*  
Jerry L. Demings  
for Orange County Mayor

Date: *13 August 2024*

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
for Deputy Clerk

By: *Andrew A. Bain*  
Andrew A. Bain  
State Attorney  
Ninth Judicial Circuit  
Orange and Osceola Counties

Date: *6/25/24*

By: *Louis A. Quiñones, Jr.*  
Louis A. Quiñones, Jr.  
Chief  
Orange County Corrections Department

Date: *7/12/24*