

INTERAGENCY AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA AND APOPKA POLICE DEPARTMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND COMPUTER USAGE

THIS AGREEMENT is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (County), on behalf of its Orange County Corrections Department (OCCD), and the Apopka Police Department.

RECITALS

WHEREAS, OCCD and Apopka Police Department are criminal justice agencies formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, OCCD is the Orange County, Florida department responsible for maintaining electronic databases and applications for the creation and storage of records regarding Orange County jail inmates, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, both the County and Apopka Police Department 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 more specifically defined by the CSP; and,

WHEREAS, the parties agree to routinely share CJI for the administration of criminal justice.

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. The County shall provide Apopka Police Department with access to its Integrated Criminal Justice Information System (ICJIS) for the administration of criminal justice.
2. Access to ICJIS will be provided with the least privileged rights, and for business-related functions only.
3. Apopka Police Department agrees to manage the accounts and retain the training records of its users. Users must maintain CJIS compliance and complete all required security awareness training: prior to gaining access to agency CJI or systems; when required by system changes; or within 30 days of any security event for individuals involved in the event.
4. Apopka Police Department agrees to immediately revoke a user's access when required because of a change in employment, assignment, or role.
5. Apopka Police Department agrees all its users with access to ICJIS are required to maintain the confidentiality, and prevent the unauthorized disclosure, of any confidential or exempt data or information accessed or obtained from the system.

6. Apopka Police Department agrees all its users with access to ICJIS are responsible for safeguarding this access and ensuring access is not provided to persons outside of the agency.
7. Apopka Police Department is responsible for making sure security provisions are being enforced for its users of the system.
8. Apopka Police Department users may only access ICJIS via Apopka Police Department owned devices. All connections to the system must be encrypted to ensure security of the data.
9. The parties agree to abide by all terms and conditions of the Criminal Justice User Agreement executed between FDLE and each party, including but not be limited to the FBI CJIS Security Policy.
10. The parties agree to abide by all applicable federal, state, and local laws, rules, and regulations regarding the use of ICJIS and the information it contains.
11. Apopka Police Department 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.
12. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
13. Apopka Police Department 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.
14. Personnel from Orange County Information Systems and Services (ISS) working with Apopka Police Department 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.
15. Apopka Police Department agrees to have a written policy for Incident Response/Plan and discipline of personnel who access CJI via the County's ICJIS 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 this policy will be provided to the County for its records. Should staff from either Apopka Police Department or the County become aware of a security violation by Apopka Police Department personnel, notification will be made to a designated point of contact with Apopka Police Department to address the matter.

16. The County reserves the right to deny access to ICJIS 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.
17. The term of this Agreement shall be for a period of five (5) years from the date the last party signs the Agreement, unless otherwise terminated by either party.
18. Either party may terminate this agreement, without cause, upon thirty (30) days' written notice, which shall be provided in accordance with paragraph 21 herein. Either party may terminate this Agreement immediately, upon finding the terms of this Agreement have been violated.
19. To the extent provided by the laws of Florida, 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.
20. This Agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.
21. 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 Administration
3723 Vision Blvd.
Orlando, Florida 32839

As to Apopka Police Department

Apopka Police Department
Attn: Chief of Police
112 East 6th Street
Apopka, Florida 32703

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

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioner

By: _____
Jerry L. Demings
Orange County Mayor

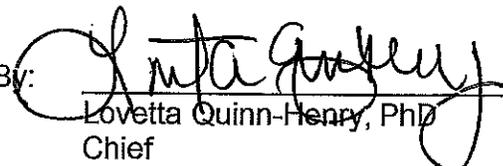
Date: _____

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

By: _____
Deputy Clerk

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

Date: _____

By:  _____
Lovetta Quinn-Henry, PhD
Chief
Apopka Police Department

Date: 1/8/2024