



Legislation Text

File #: 24-1312, **Version:** 1

Interoffice Memorandum

DATE: August 2, 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 Information Sharing Agreement for Information Technology Personnel Security Screening Requirements Orange County, Florida And Orlando Police Department. (Fiscal and Operational Support Division)

PROJECT: N/A

PURPOSE: The purpose of this Interagency Agreement is a requirement from the Florida Department of Law Enforcement. Criminal Justice User Agreement (Item 8) requires the execution of a new agreement when a change of agency chief executive or official occurs. The new Orlando Chief of Police is Eric D. Smith.

BUDGET: N/A

BCC Mtg. Date: September 10, 2024

Interagency Information Sharing Agreement
for Information Technology Personnel Security Screening
Requirements

Orange County, Florida
And
Orlando Police Department

This interagency Agreement (Agreement) is 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 Orlando Police Department, which are the parties hereto.

WHEREAS, The Orange County Corrections Department, hereafter referred to as Lead Contract Agency (LCA), and Orlando Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Florida;

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

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA have signed Management Control Agreements with Orange County's Information Systems and Services Division (Orange County ISS), for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute a Management Control Agreement with governmental entities who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHEREAS, the LCA is willing to share Orange County ISS employee background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, The parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information on Orange County ISS employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
2. The LCA will maintain a current and complete list of all Orange County ISS employees who have been authorized access to CJI. Employee information shall include name, date of birth, social security number, date fingerprinted, as well as the date initially trained, tested, certified, or recertified.
3. The LCA shall provide to the CA the list of all Orange County ISS employees who are authorized access to CJI.
4. When any change occurs to the list of authorized Orange County ISS employees, the LCA shall provide to the CA the corrected or revised list of authorized Orange County ISS employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that an Orange County ISS employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every 12 months, the LCA shall perform a name- based check via the FCIC message switch, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all Orange County ISS employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an Orange County ISS employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of an Orange County ISS employee authorized access to CJI.
9. The LCA shall ensure Orange County ISS employees complete appropriate security awareness training as identified in the CSP.
10. In the event that the Orange County ISS outsources any work to a third party vendor or contractor, the LCA will be responsible to ensure that all vendor employees are fingerprinted under the LCA's ORI, take and maintain appropriate level of Security Awareness Training, maintain a signed security addendum certification page of all vendor personnel, maintain the required vendor personnel personal information (as outlined under 2) and provide all the information to the CA as it pertains to their systems or equipment.

11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Orange County ISS and any third-party vendors of the Orange County ISS employees authorized to access CJI.
12. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the U/A.
13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
14. The LCA will forward a copy of this agreement to the FDLE CSO.
15. Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other.
16. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
17. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

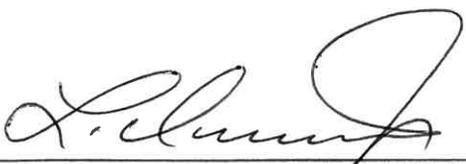
By: Bryan W. Burks

for Jerry L. Demings
Orange County Mayor

Date: 10 September 2024

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

By: [Signature]
Deputy Clerk

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

Date: 8/9/24

By: 
Eric D. Smith, Chief
Orlando Police Department

Date: 7/30/24