



April 21, 2021

To: Mayor Jerry L. Demings
-AND-
County Commissioners

Thru: Daniel P. Banks, Deputy County Administrator

From: Louis A. Quiñones, Jr., Chief of Corrections
Orange County Corrections Department

Contact: Andrea Lowery, Manager, Corrections Fiscal and Operations Support
Corrections Department

Subject: Interagency Agreement regarding access to the National Crime Information Center, the Florida Crime Information Center, and the Inmate Management System.

The Orange County Corrections Department (OCCD) and the Orange County Sheriff's Office (OCSO) are criminal justice agencies recognized by the Federal Bureau of Investigation and the Florida Department of Law Enforcement (FDLE). Both OCSO and OCCD have entered into Criminal Justice User Agreements with FDLE for access to state and national criminal justice information. This Agreement allows OCCD access to the National Crime Information Center and the Florida Crime Information Center through OCSO and allows OCSO access to OCCD's Inmate Management System in order to facilitate the performance of their respective duties.

ACTION REQUESTED:

Approval and execution of Interagency Agreement Orange County, Florida And Orange County Sheriff's Office regarding access to the National Crime Information Center, and the Florida Crime Information Center, and the Inmate Management System for a period of three years.

cc: Andrea Lowery, Manager, Corrections Fiscal and Operations Support
Kambria Anderson, Monitoring and Evaluation Coordinator
File

INTERAGENCY AGREEMENT

Orange County, Florida
And
Orange County Sheriff's Office

PARTIES

This Interagency Agreement (Agreement) is between Orange County, Florida, a charter county and political subdivision of the State of Florida (County) and the Orange County Sheriff's Office (OCSO), which are the parties hereto.

PURPOSE

This Agreement is entered into for the purpose of allowing the Orange County Corrections Department (OCCD), a department of Orange County government, to access the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC), through OCSO, and for the purpose of allowing OCSO access to OCCD's Inmate Management System, in order to facilitate the performance of their respective duties.

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

WHEREAS, Both the OCSO and the OCCD 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, OCSO presently has the benefit of access to NCIC and the FCIC, via connectivity to the Florida Department of Law Enforcement; and,

WHEREAS, OCCD wishes to access NCIC and FCIC Information Systems for criminal justice purposes related to the performance of its duties;

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

WHEREAS, OCSO wishes to access the Inmate Management System (IMS) for criminal justice purposes related to the performance of its duties.

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 shall be entitled to use, through agents and employees of OCSO, the computer systems provided via OCSO for the purpose of gaining access to NCIC and FCIC Information Systems.

2. OCCD agrees to allow OCSO access to the Inmate Management System for the purpose of viewing booking information.
3. The parties agree to abide by all applicable local, state, and federal laws, rules and regulations, as well as CJIS Security Policy and the rules and regulations of NCIC and FCIC, with regard to the use of said computer systems.
4. The parties agree to abide by all the terms and conditions of the User Agreements executed between the Florida Department of Law Enforcement and the parties, as applicable to each other's systems.
5. The parties agree that they shall make use of the computer systems only for the administration of criminal justice as defined in Section 943.045(2), Florida Statutes.
6. OCSO agrees to allow OCCD access to the Tiburon Records Management System (RMS) for the purpose of obtaining local name-based information such as Orange County writs and warrants; names, aliases and associates; and special medical or hazard flags.
7. OCSO agrees to allow OCCD access to the FXWeb application for the purpose of querying FCIC and NCIC Information Systems.
8. OCCD agrees to maintain a current Management Control Agreement with the Orange County Information Systems and Services Division (ISS), to provide for the security of CJIS information as specified in the FBI CJIS Security Policy.
9. The term of this Agreement shall be for a period of (3) years from the date the last party signs the Agreement, unless otherwise terminated by either party.
10. Either party may terminate this agreement, without cause, upon thirty (30) days written notice, which shall be provided in accordance with paragraph 13 herein. Either party may terminate this agreement immediately, and without notice, upon finding that the terms of this agreement have been violated.
11. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.
12. 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.
13. Any notices required or allowed to be delivered hereunder 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:

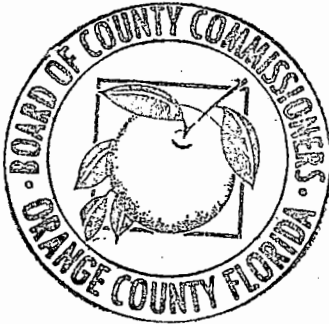
As to County:

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

As to OCSO:

Orange County Sheriff's Office
Attn: Sheriff
2500 West Colonial Drive
Orlando, Florida 32804

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*
for Jerry L. Demings, Orange County Mayor

Date: 11 May 2021

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

By: *Heleia Rey*
for Deputy Clerk

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

Deborah Paul
DATE: 4/15/21

By: *John W. Mina*
John W. Mina, Orange County Sheriff

Date: 6-12-21

By: *Louis A. Quinones*
Louis A. Quinones, Chief of Corrections

Date: 4/19/2021