

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

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
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

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

Date: 6/25/24

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

Date: _____