



Legislation Text

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**File #:** 24-1132, **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 Information Sharing Agreement for Information Technology Personnel Security Screening Requirements Orange County, Florida And State Attorney's Office Ninth Judicial Circuit.(Fiscal and Operational Support Division)

**PROJECT:** N/A

**PURPOSE:** The purpose of this Interagency Agreement is a requirement from the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy for 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.

**BUDGET:** N/A

**Interagency Information Sharing Agreement  
for Information Technology Personnel Security Screening  
Requirements**

**Orange County, Florida  
And  
State Attorney's Office Ninth Judicial Circuit**

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

**WHEREAS**, The *Orange County Corrections Department*, a department of Orange County Government hereafter referred to as Lead Contract Agency (LCA), and *the State Attorney's Office Ninth Judicial Circuit*, 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 LGA 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 are currently contracting with *the Orange County Board of County Commissioners Information Systems and Services Division* (Orange County Government ISS), a governmental agency, 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 Government 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;

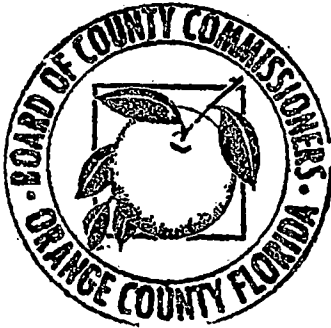
**NOW THEREFORE,** The parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information on Orange County Government 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 Government 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 Government ISS employees who are authorized access to CJI.
4. When any change occurs to the list of authorized Orange County Government ISS employees, the LCA shall provide to the CA the corrected or revised list of authorized Orange County Government 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 Government 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 Government 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 Government 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 Government ISS employee authorized access to CJI.
9. The LCA shall ensure Orange County Government ISS employees complete appropriate security awareness training as identified in the CSP.
10. In the event that the Orange County Government 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 Government ISS and

any third party vendors of the Orange County Government 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 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: *Jerry L. Demings*

for Jerry L. Demings

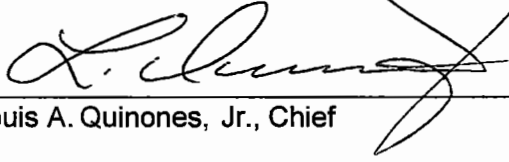
Orange County Mayor

Date: August 13, 2024

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

By: *Jennifer Ann Kinney*  
Deputy Clerk

Orange County Corrections Department



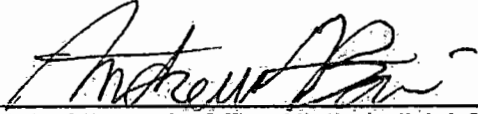
Louis A. Quinones, Jr., Chief

7/12/24

Date

Witness

Date



State Attorney's Office Ninth Judicial Circuit

06/25/24

Andrew A. Bain, State Attorney

Date

Witness

Date