




June 23, 2017

To: Mayor Teresa Jacobs
And the Board of County Commissioners

From: Cornita A. Riley, Chief 
Orange County Corrections Department

Contact: Toni M. Hutchinson, Administrative Supervisor, Information Services
407-836-0341

Subject: Interagency Agreement between Orange County and the Office of the
State Attorney Fifth Judicial Circuit of Florida
Consent Agenda Item July 11, 2017

On March 16, 2017, Governor Rick Scott appointed Brad King, State Attorney for the Fifth Judicial Circuit State Attorney's Office (SAO) to assume all death penalty cases for the Ninth Judicial Circuit of Florida. The SAO requires access and use of the computer systems provided via the Orange County Corrections Department and access to the Inmate Management System in order to view inmate information. The Interagency Agreement satisfies legal requirements for granting access and use of the system and information.

ACTION REQUESTED:

Approval and execution of Interagency Agreement Orange County, Florida and Office of the State Attorney Fifth Judicial Circuit of Florida for a one-year term with annual option to renew.

CR/li/th

cc: Dr. George A. Ralls, Deputy County Administrator
Paulette V. Julien, Deputy Chief, Administrative Services
Louis A. Quinones, Jr., Deputy Chief, Security Operations
File

BCC Mtg. Date: July 11, 2017

INTERAGENCY AGREEMENT

ORANGE COUNTY, FLORIDA
AND
OFFICE OF THE STATE ATTORNEY
FIFTH 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, Fifth Judicial Circuit of Florida (SAO), which are the parties hereto.

PURPOSE

This Agreement is entered into for the purpose of sharing information with the SAO, for the Fifth Judicial Circuit, by allowing access to inmate records, in order to facilitate the SAO's performance of its duties pursuant to the Constitution and laws of the State of Florida, section 27.14, Florida Statutes, and Executive Orders issued by the Governor 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 Investigation (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 requiring them to abide by the FBI's Criminal Justice Information Systems (CJIS) Security Policy (Security Policy) for access to State and national Criminal Justice Information (CJI), as more specifically defined by the Security Policy; 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 FDLE and seeks use of the County's computer system, through the OCCD, to obtain Inmate information for 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:

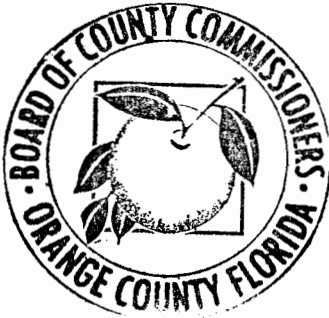
1. The SAO shall be permitted to access and use computer systems provided via the OCCD for the purpose of gaining access to Inmate information.
2. The OCCD agrees to allow the SAO access to the Inmate Management System (IMS) for the purpose of viewing Inmate information.

3. The SAO agrees that it shall make use of the OCCD computer systems only for the administration of criminal justice, as defined in section 943.045(2), Florida Statutes.
4. The SAO agrees to abide by all applicable local, State, and federal laws, rules and regulations, as well as CJIS Security Policy, with regard to its use of said computer systems.
5. The OCCD will 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's CJIS Security Policy.
6. The term of this Agreement shall be for a period of (1) year from the date of the last signing party, unless otherwise terminated by either party. This Agreement may be renewed annually upon mutual written agreement executed by both parties.
7. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice, which shall be provided in accordance with paragraph 10 herein. Orange County retains the right to terminate this Agreement immediately and without notice in the event the County, in its sole discretion, determines that the SAO has violated the terms of this Agreement.
8. This Agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.
9. 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.
10. 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 Administration Bldg.
 3723 Vision Blvd.
 Orlando, Florida 32839

As to State Attorney: Office of the State Attorney
 Attn:
 Marion County Judicial Center
 110 NW 1st Avenue, Suite 5000
 Ocala, Florida 34475

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: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 7.11.17

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

By: *Phil Diamond*
Deputy Clerk

By: *Brad King*
Brad King
State Attorney
Fifth Judicial Circuit
Citrus, Hernando, Lake
Marion and Sumter Counties

Date: 6/19/17