





April 5, 2019

To: Mayor Jerry L. Demings
And the Board of County Commissioners

Thru: Danny Banks, Deputy County Administrator 

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

Contact: Rickey L. Dumas, Deputy Chief, Operational Services

Subject: Approval of Agreement between Orange County, Florida
and the Central Florida Intelligence Exchange
Regarding the Use of Personnel

The Central Florida Intelligence Exchange (CFIX) is a domestic security task force formed for the purpose of providing local, state and federal agencies the ability to freely share criminal justice related information on a day-to-day basis. CFIX operates as a multi-jurisdictional entity staffed with members from the various participating agencies. Orange County is a participating agency and, by way of the Corrections Department, commits to providing one full-time position to act as a CFIX analyst.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and the Central Florida Intelligence Exchange (CFIX) Regarding the Use of Personnel for a period of three years with the option to extend the agreement unless otherwise terminated by the parties.

cc: Rickey L. Dumas, Deputy Chief, Operational Services
Anthony D. Watts, Sr., Deputy Chief, Administrative Services
Lee Isbell, Senior Monitoring and Evaluation Coordinator
File

BCC Mtg. Date: April 23, 2019



**AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA AND THE CENTRAL FLORIDA
INTELLIGENCE EXCHANGE (CFIX) REGARDING THE USE OF PERSONNEL**

1. **PARTIES.** The parties to this Agreement regarding the use of personnel ("Agreement") are **Orange County**, a charter county and political subdivision of the State of Florida ("County"), through its **Corrections Department (OCCD)**, and the **Central Florida Intelligence Exchange (CFIX)**. The County and CFIX may be individually referred to as "party" or collectively as "parties."

2. **AUTHORITY.** The Governance Board has the oversight responsibility for the management of CFIX. Direct management and supervision of the CFIX will be shared between the CFIX Director and the Operations Supervisor. The Executive Steering Committee, which consists of representatives from the regions' participating agencies, sets goals and objectives and provides direction for the CFIX.

3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the County will provide personnel and CFIX will provide equipment and location to assist the CFIX in its mission to fight terrorism ("Mission").

The County is committed to supporting CFIX in its Mission of fighting against terrorism and, to that end, finds benefit, both for the County and CFIX, in pursuing the short-term assignment of an OCCD employee to CFIX, in accordance with the terms and conditions set forth in this Agreement.

4. **PARTICIPATING AGENCIES.** There is a recognized need for the participating agencies of the Region 5 Domestic Security Task Force, as well as all other local, State and Federal agencies, to be able to freely share information within CFIX on a day-to-day basis to support the Mission. CFIX operates as a multi-jurisdictional entity staffed with members, contract analysts, and grant position personnel, from the various participating agencies.

Participating agencies include, but are not limited to:

- Orlando Police Department;
- Orange County Sheriff's Office;
- Florida Department of Law Enforcement;
- Florida Highway Patrol;
- Seminole County Sheriff's Office;
- Volusia County Sheriff's Office;
- Brevard County Sheriff's Office;

- Indian River County Sheriff's Office;
- Martin County Sheriff's Office;
- St. Lucie County Sheriff's Office;
- Lake County Sheriff's Office;
- Osceola County Sheriff's Office;
- Federal Bureau of Investigation;
- Transportation Security Administration;
- Internal Revenue Services;
- Walt Disney World;
- Department of Homeland Security (DHS) - Office of Intelligence & Analysis (I&A); and
- Department of Homeland Security (DHS) - Immigration and Customs Enforcement (ICE).

5. RESPONSIBILITIES.

a. *County:*

The County will provide, through its OCCD, one (full-time) Crime Analyst position ("Employee"), to act as a CFIX analyst for a period of three (3) years, from the date of execution of this Agreement ("Effective Date"), subject to available funding. Any extension to the agreed upon three (3) year period by the parties shall be in writing and at the sole discretion of the County. This position may be cancelled at any time, at the sole discretion of the County or OCCD management. The Employee holding this position shall be located at the CFIX facility but shall, at all times during the term of this Agreement, remain a County employee. The County shall retain full responsibility for payment of the Employee's salary (including overtime compensation or compensatory time) and benefits, including, but not limited to, travel and per diem reimbursement, retirement/pension, insurance, disability, and worker's compensation benefits.

b. *CFIX:*

CFIX will provide general oversight, equipment, and a work space location for the Employee and will oversee the day-to-day work performance of the Employee with regard to the following:

- providing information and knowledge, in the form of actionable intelligence, to policy and decision makers;
- collecting, analyzing, producing and disseminating intelligence in order to support regional efforts to detect, deter, disrupt, and deny terrorist activity; and
- providing investigative support, through analytical products and both tactical and strategic intelligence through various intelligence products.

6. OTHER RESPONSIBILITIES.

- ### a. *Operations* – CFIX will operate according to guidelines established, and agreed upon by the participating agencies on the Executive Steering Committee, and ratified by the Governance Board. These "guidelines" are included in the CFIX Standard Operating Procedure (SOP) Manual. Changes to any guidelines must be approved by the Executive

Steering Committee. Each member from a participating agency shall continue to comply with the policies and procedures of that agency. If a conflict arises because an activity is perceived to be detrimental to the goal of CFIX, the issue shall be taken up by the Governance Board and an attempt shall be made to resolve the conflict in a manner that will allow this Agreement to remain in effect.

- b. *Information Dissemination* – CFIX will operate as a multi-jurisdictional entity, similar to those described in 28 CFR Part 23, for the purpose of sharing information among participating agencies. All investigative intelligence and information developed within, or generated by, the CFIX remains the property of that agency from which it was obtained. However, in conjunction with the national directorate toward intelligence sharing through the Fusion Center process, CFIX will disseminate intelligence information to the Florida Department of Law Enforcement's Counter Terrorism Information Center (CTIC) and the Florida Fusion Center (FFC), located at FDLE Headquarters in Tallahassee, as the oversight of all intelligence sharing within the state of Florida. CFIX will obtain permission from the controlling agency prior to the disclosure of information outside of CFIX and FDLE.
- c. *Security* – The Employee, assigned to CFIX, may be required to obtain a clearance level sufficient to allow them to access law enforcement sensitive information. CFIX personnel requiring access to national security information must have the appropriate clearance, based on a current background investigation required for access to that information. As necessary, the Department of Justice will perform background checks on those CFIX personnel requiring access to national security information. Personnel assigned to, either part-time or fulltime will be required to sign a Non-Disclosure and Confidentiality Agreement.

7. INDEMNIFICATION. 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.

8. POINTS OF CONTACT.

For the County: Chief Louis A. Quinones Jr.
Orange County Corrections Department
3723 Vision Blvd.
Orlando, FL 32839

AND

Orange County Administrator
201 South Rosalind Avenue, 5th Floor

Orlando, Florida 32801

For CFIX:

Captain/Director Al Rollins
Orange County Sheriff's Office / Central Florida Intelligence
Exchange
2500 W. Colonial Dr.
Orlando, FL 32804

9. **EFFECTIVE DATE.** This Agreement will become effective as of the date of signature by the last signing party ("Effective Date").

10. **AMENDMENTS OR MODIFICATION.** This Agreement may be amended or modified upon the mutual written consent of the parties.

11. **SEVERABILITY.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties renegotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

12. **NO PARTNERSHIP OR AGENCY.** All County employees shall be considered to be, at all times, the sole employees of the County under its sole discretion, and not employees of CFIX. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of principal/agent, employer/employee, or joint venture partnership between the County and CFIX.

13. **APPLICABLE LAW AND VENUE.** The validity, interpretation, and enforcement of this Agreement shall be in accordance with, and governed by, the laws of the State of Florida. Venue for any litigation under this Agreement shall be in the Ninth Judicial Circuit Court of the State of Florida in and for Orange County, Florida, or the Orlando Division of the United States District Court for the Middle District of Florida, as applicable.

14. **RIGHTS AND BENEFITS.** Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers; state agencies, or their respective officers or employees; or Orange County or its employees carrying out programs authorized under federal law, or any other person.

15. **TERM AND TERMINATION.**

a. *Term.* The term of this Agreement shall be for a period of three (3) years from the Effective Date, unless otherwise terminated by either party. This Agreement may be extended by mutual written agreement of the parties.

b. *Termination.* Either party may terminate this Agreement, upon thirty (30) days written notice to the other party. Notice of such termination shall be completed in accordance with the provisions of Section 8 of this Agreement.

16. **ENTIRETY OF AGREEMENT.** This Agreement contained the entire agreement between the parties and supersedes all prior agreement and understandings, oral or written, with respect to the subject matter contained herein.

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: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: APR 28 2019

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

By: *Katie Smith*
Deputy Clerk

Date: APR 23 2019

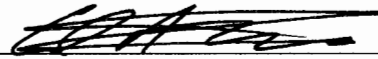
Reviewed by:

L. A. Quinones Jr.
LOUIS A. QUINONES JR.
As: Chief of Corrections
Orange County Corrections Department

Date: 4/5/19

[REMAINING SIGNATURES ON FOLLOWING PAGE]

CFIX Director

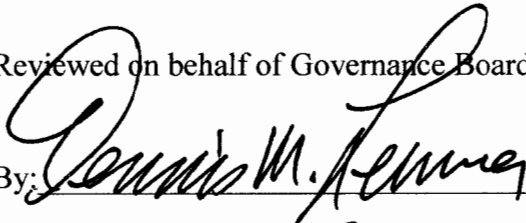
By: 

Print Name: AL Rollins

Title: DIRECTOR

Date: 3/15/2019

Reviewed on behalf of Governance Board:

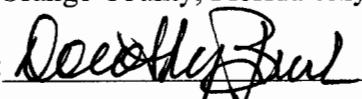
By: 

Title: SHERIFF OF SEMINOLE COUNTY

As: CHAIR, CFIX GOVERNANCE BOARD

Date: 03/25/2019

Approved as to form and legality
For the reliance of the Sheriff
Of Orange County, Florida only:

By: 

Date: 3/14/19