

**INTERLOCAL AGREEMENT REGARDING THE PROCUREMENT AND INSTALLATION
OF AUTOMATED FINGERPRINT IDENTIFICATION SYSTEMS FOR THE
SHERIFFS OF MANATEE AND SARASOTA COUNTIES**

THIS AGREEMENT, is made and entered into by and between the Sheriff of Manatee County (herein "MCSO"), the Sheriff of Sarasota County (herein "SCSO"), Manatee County, Florida, and Sarasota County, Florida.

WITNESSETH

WHEREAS, the Parties to this Agreement are Public Agencies individually empowered by law to appropriate funds for, procure, construct, own, maintain, use and dispose of assets required to provide county-wide law enforcement services; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, codified at Florida Statutes §163.03, provides authority for Public Agencies, including counties and sheriffs, to exercise jointly with each other any power or authority which such agencies share in common and which might be exercised separately in order to make the most efficient use of their powers by enabling them to cooperate via an interlocal agreement; and

WHEREAS, in 1996 the Florida Department of Community Affairs awarded a Drug Control and System Improvement Formula Grant Program grant which permitted the Sheriffs of Manatee and Sarasota Counties to have the ability to jointly purchase a then state-of-the-art Automated Fingerprint Identification System (herein "AFIS"); and

WHEREAS, to facilitate the joint procurement of and hosting/maintenance of the system, the Counties and the Sheriffs of Manatee and Sarasota Counties entered into interlocal agreements toward those ends; and

WHEREAS, the Sheriffs of Sarasota and Manatee Counties have reported that over the years, the partnership between their agencies, whereby they continue to jointly share the fingerprint identification system acquired in 1996, has been a successful example of inter-agency cooperation resulting in savings to taxpayers through avoidance of duplication of common costs; but

WHEREAS, the Sheriffs also report that the system currently used is no longer state-of-the-art, and that by 2012 it will no longer be supported by its vendor in terms of service and updates, thus requiring acquisition of a new system; and

WHEREAS, the Sheriffs and Commissions of both Counties have attempted for some time to identify grant funding to support the cost of a new system, but to no avail; and

WHEREAS, both Sarasota and Manatee County have provided in their respective budgets up to \$800,000 to jointly support the design, acquisition and installation costs associated with a new AFIS; and

WHEREAS, the Parties have each individually determined that it would be in their respective best interests to again jointly fund, design, bid, procure, and install an AFIS for use by the MCSO and SCSO, which offices shall thereafter operate and maintain same.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

SCSO hereby authorizes MCSO to act as its agent for purposes of procuring a new AFIS system to be used by both agencies. The procurement policies of the MCSO shall be used, and neither county shall be involved in, or be a party to, the resulting contract.

As more fully outlined herein, the SCSO shall have full opportunity to participate in developing and reviewing RFP specifications and vendor selection conducted by MCSO, and is entitled to copies of all related documents.

1. DUTIES OF MANATEE AND SARASOTA COUNTIES

A. Manatee County and Sarasota County each agree to budget for and appropriate \$800,000 toward the joint acquisition, installation and implementation of the AFIS. Beginning not before October 1, 2011, both counties shall pay 50% of all actual documented costs of acquisition and installation of the AFIS, including any technology consulting services which may be required to assist the Parties in the development of system design and operational requirements, work flow development, and procurement or other professional services required for the successful acquisition and installation of the system.

B. Payments shall be made to the Manatee County Sheriff Office by each County within thirty (30) days of the receipt of a payment request from MCSO which contains support documentation sufficient to permit both Counties to verify the cost(s) being reimbursed. To the extent either County may wish to dispute any payment request, or any part thereof, such dispute shall be referred to the Sheriffs of the respective Counties who shall resolve the dispute.

C. Notwithstanding any of the foregoing, the total county contribution to the AFIS acquisition, installation, and implementation including the above-noted costs, shall not exceed \$800,000 for each county. If total costs exceed \$1,600,000.00, representatives from both Sheriff's agencies will meet to determine costs to be assessed to each agency.

D. Manatee County shall host the centralized computer hardware components of the system in a secure location at the Public Safety Center. In the event that the MCSO is required to pay for location and maintenance of the system at the Public Safety Center, the SCSO shall reimburse MCSO for 50% of said costs.

E. The MCSO and SCSO shall each pay 50% of any maintenance costs that are not included in the maintenance contract approved by both parties.

F. There shall be no expectation of additional funding or resources from either county for IT infrastructure (communications systems, data encryption, networks, servers, databases, data storage, equipment racks, etc.), technical and professional services (database administrators, systems administrators, network administrators, security analysts, applications administrators, project managers, etc.), data conversion or interfaces to existing or new systems or devices.

2. DUTIES OF THE MCSO & SCSO

A. As the hosting law enforcement agency, the MCSO shall have primary daily responsibility for administration and oversight of the AFIS. However, to ensure the needs of the SCSO are fully addressed, the Sarasota County Sheriff shall be entitled to appoint a designee as that Office's AFIS Liaison. The

SCSO AFIS Liaison shall be entitled to advanced notice of any AFIS-related matter which may significantly impact the ability of the SCSO to fully utilize the AFIS, and to full consultation concerning the method, manner and timing of AFIS repair, costs or expenditures, maintenance or upgrading activities. The MCSO shall consult with the SCSO AFIS Liaison prior to any decision concerning the AFIS system and shall meaningfully include the SCSO in all decisions involving this Agreement prior to making any decisions.

B. Once implemented, any disputes between the representatives of the Sheriffs' Offices as to such determinations will be presented to the Sarasota County Sheriff and the Manatee County Sheriff for resolution. Representatives from the respective Sheriff's Offices will meet and resolve any disputes. Any such determinations for which the law requires approval from one or both of the County Commissions, including but not limited to any budget approvals for AFIS construction and maintenance beyond the initial commitments made, must be approved by that Commission or both Commissions as the case may be to become effective.

C. When installing, removing, upgrading, relocating, maintaining or replacing any physical component of the AFIS hosted by the MCSO, the party performing such action shall be solely responsible for any broken equipment caused by their own negligence, or the negligence of their agents or contractors, and shall be financially responsible for repair or replacement of same. When damage to a physical component does not result from negligence, MCSO and SCSO each shall pay 50% of the repair or replacement costs. Vendor shall be financially responsible for any damage to any physical component caused by any negligence of the Vendor.

D. In addition to the financial support commitment of Sarasota County and Manatee County set forth above, the Manatee County Sheriff's Office and the Sarasota County Sheriff's Office shall equally bear all expenses related to the operation and maintenance of the common elements of the AFIS.

E. Each of the two entities will be responsible for all costs or expenses associated with non-shared equipment, software licenses or training related to their specific equipment.

3. RESERVATION OF INDIVIDUAL COUNTY AND SHERIFF RIGHTS

A. **Regulatory Rights Retained.** The Parties to this Agreement acknowledge that individual authority to regulate and control their respective structures, equipment and systems, including enforcement of building and electrical standards, communication protocols, and security regulations, shall be preserved. Notwithstanding the foregoing, however, the Parties to this Agreement agree to work cooperatively together to facilitate a successful acquisition and installation of the AFIS.

B. **System Acceptance.** The Sheriff of Manatee County and the Sheriff of Sarasota County shall jointly approve the final technical standards to be required of the AFIS, and the final installation and turn-over of the AFIS to their two respective agencies from the vendor.

C. **Technical Specifications; Hosting Terms and Conditions.** All parties agree that location of the AFIS system components at the Manatee County PSC shall be subject to the following requirements and specifications:

Rack enclosures, power distribution, and inter-rack cabling are provided in the PSC data center to ensure consistency, efficiency and interoperability. Racks in the PSC data center are standard 19" width with a maximum working depth of 29" (APC rack model AR3100). Racks are supplied with two power distribution units (A + B) in either 110v or 220v. All equipment within a rack

must run at one of those voltages.

1 Gbps top-of-rack ethernet switches will be one of these models:

Cisco WS-C3750X-24T-S (24-port)

Cisco WS-C3750X-48T-S (48-port)

D. Law Enforcement Confidentiality, Records Status. The Sheriff of Manatee County and the Sheriff of Sarasota County reserve their respective rights to enforce any current or future state or federal laws concerning the confidentiality of the AFIS, its operational standards, and/or any data records stored on or processed by the AFIS. All records generated or stored by MCSO or SCSO are, for purposes of the Florida Public Records Act, records of that respective Office. The Sheriff of Manatee County and the Sheriff of Sarasota County are responsible for the encryption of and access to all confidential information traversing or being stored on any non-law-enforcement network or system.

4. DURATION AND TERMINATION

This Agreement, having both near term and on-going components, shall remain in effect until either the SCSO or MCSO determine to end their cooperative relationship concerning the joint AFIS, which either Sheriff's Office may accomplish by giving 180 days written notice to the Parties. To the extent this Agreement is terminated, the Parties shall negotiate in good faith concerning the disposition of the jointly owned or operated components of the AFIS. In the event this Agreement or this relationship concerning AFIS is terminated, best efforts shall be made by both the SCSO and MCSO to proportionally divide any assets based on the percentage of total contribution made over the life of the relationship contemplated by this Agreement.

5. MERGER AND SEVERABILITY

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements or understandings, whether oral or written, concerning the subject matter hereof. Should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

6. INDEMNIFICATION AND THIRD PARTY BENEFICIARY

Each Party, as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify each other Party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01 (9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency, constitutional officer or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

7. EFFECTIVE DATE AND AMENDMENT

Pursuant to Section 163.01 (11), Florida Statutes, this Agreement shall be effective upon the filing of one copy of same, fully executed by the Parties, with each of the Clerks of the Circuit Court of Manatee County and Sarasota County. Any amendments to this Agreement shall be in writing and executed by the Parties, and shall also be filed with both Clerks in order to become effective.

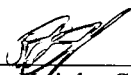
8. MULTIPLE COUNTERPARTS

This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

APPROVED:

SARASOTA COUNTY SHERIFF

MANATEE COUNTY SHERIFF

By: 
Tom Knight, Sheriff

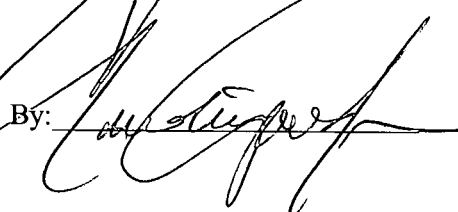
By: _____
Brad Steube, Sheriff

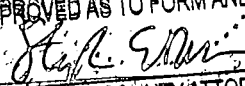
**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY**

ATTEST: KAREN RUSHING
CLERK OF CIRCUIT COURT

By: 
Nora Patterson, Chairman


APPROVED AS TO FORM AND CORRECTNESS


By: 

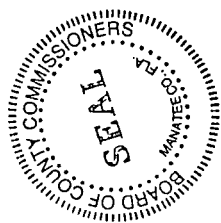

COUNTY ATTORNEY

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY**

ATTEST: R.B. SHORE
CLERK OF CIRCUIT COURT

By: 
Carol Whitmore, Chairman 11/21/11

By: 
Deputy Clerk



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SARASOTA COUNTY SHERIFF

MANATEE COUNTY SHERIFF

By: _____
Tom Knight, Sheriff

By: W. B. Steube
Brad Steube, Sheriff

**BOARD OF COUNTY COMMISSIONERS
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ATTEST: KAREN RUSHING
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~~Nora Patterson~~, Chairman

By: _____

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APPROVED:

SARASOTA COUNTY SHERIFF

MANATEE COUNTY SHERIFF

By: _____
Tom Knight, Sheriff

By: _____
Brad Steube, Sheriff

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY**

ATTEST: KAREN RUSHING
CLERK OF CIRCUIT COURT

By: _____
Nora Patterson, Chairman

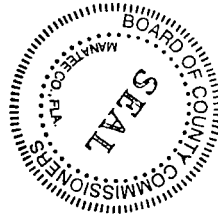
By: _____

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY**

ATTEST: R.B. SHORE
CLERK OF CIRCUIT COURT

By: _____
Carol Whitmore, Chairman 11/21/11

By: *Jessica Louise*
Deputy Clerk



MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Interlocal Agreement for the Automated Fingerprint Identification System	TYPE AGENDA ITEM	Consent
DATE REQUESTED	November 21, 2011	DATE SUBMITTED/REVISED	November 10, 2011
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Delay in funding replacement system
DEPARTMENT/DIVISION	County Administrators Office	AUTHORIZED BY TITLE	Karen Windon, Deputy County Administrator
CONTACT PERSON TELEPHONE/EXTENSION	Karen Windon, ext 3799	PRESENTER/TITLE TELEPHONE/EXTENSION	Karen Windon, Deputy County Administrator
ADMINISTRATIVE APPROVAL			

ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
Execute the interlocal agreement regarding the procurement and installation of the Automated Fingerprint Identification System (AFIS) between Manatee and Sarasota Counties and Manatee and Sarasota County Sheriff's Office.

ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy
Florida Statutes 163.01

BACKGROUND/DISCUSSION
<p>In 1997, Sarasota and Manatee Counties jointly participated in the development of an Automated Fingerprint Identification System, known as AFIS. The two counties have successfully used the joint purchasing opportunity to efficiently fund a mandated system for the uniform submission of fingerprints to both the Florida Department of Law Enforcement and the Federal Bureau of Investigation.</p> <p>The current AFIS system has extended past its useful lifecycle and requires an upgrade of both hardware and software components to ensure reliable identification of individuals. This is currently the oldest operational system in Florida. The vendor will no longer support this system after 2013, and currently finding replacement parts is difficult.</p> <p>Maintenance costs for the system are shared by the two Sheriff's Departments.</p> <p>Funding for the replacement system is being split between Manatee and Sarasota Counties, with each committing an amount not to exceed \$800,000. This project has been identified as a 2012 CIP project with funding in the amount of \$400,000 from general revenue and \$400,000 from law enforcement impact fees.</p> <p>Procurement, installation and maintenance of this system will be handled by the Manatee Sheriff's Office.</p>

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input checked="" type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Available from Attorney (Attorney's initials: <u>RME</u>)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
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		Please execute four originals and return executed agreement to Karen Windon, ext 3799 11/27/11 <i>[Signature]</i>	
COST:	\$800,000	SOURCE (ACCT # & NAME):	
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	