

**Eusebio
Talamantez, Jr**
Chief of Police



Chad Lindsey
Deputy Chief of Police



"Dedicated To Excellence"

17115 Panama City Beach Parkway, Panama City Beach, Florida 32413

Phone: (850) 233-5000

www.beachpolice.org

INTERAGENCY AGREEMENT BETWEEN PANAMA CITY BEACH POLICE DEPARTMENT AND
THE CITY OF NORTH PORT, FLORIDA ON BEHALF OF NORTH PORT POLICE DEPARTMENT
FOR INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The PANAMA CITY BEACH POLICE DEPARTMENT hereafter referred to as CJA, and the CITY OF NORTH PORT, FLORIDA, hereafter referred to as CJA2, on behalf of the North Port Police Department, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CJA receives license plates based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, The CJA2 wishes to routinely receive the LPR extracts from CJA for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

NOW THEREFORE, The parties agree as follows,

1. The CJA2 shall receive the updated LPR extracts from the CJA via an existing integration between CJA and contracted LPR vendor (FLOCK) twice a day.
2. The CJA will provide the CJA2 with the LPR extracts at no cost to the CJA2.
3. The CJA2 agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. To the extent provided by the laws of Florida, the CJA2 agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
5. The CJA has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline.

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration Division

6. Term/Termination. Either party may terminate this agreement upon thirty (30) days written notice, except that the CJA may terminate this agreement immediately and without notice upon finding that the CJA2 has violated the terms of this agreement.

7. Notice.

All notices required pursuant to this Agreement shall be in writing and sent via certified mail, return receipt requested, or as indicated to the Parties below:

TO: Panama City Beach Police Department
Attn: Chief of Police
17115 Panama City Beach
Panama City Beach, Florida 34213

TO: City of North Port, Florida CC: City of North Port, Florida
Attn: Mayor Attn: City Attorney
4970 City Hall Boulevard 4970 City Hall Boulevard
North Port, Florida 34286 North Port, Florida 34286

CC: North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

8. Miscellaneous:

1. Complete Agreement. This Agreement represents the entire agreement and understanding between the Parties on this subject matter. This Agreement supersedes all prior agreements, representations, and understandings between the Parties whether oral or written, expressed or implied.
2. Binding Effect/Counterparts. This Agreement may be executed in identical counterparts which taken together, shall constitute collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
3. Non-Discrimination. No Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. No Party shall administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity, expression, or physical characteristic.
4. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
5. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, of partnership, or joint venture between the Parties, it being understood and that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
6. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration Division

One or more waivers by either Party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other Party.

7. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction
8. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.
9. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right, or cause of action for any third party or entity.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PANAMA CITY BEACH POLICE DEPARTMENT (CJA)

Agency Name


Eusebio Talamantez Jr, Chief of Police

1/4/2023
Date

WITNESS


Witness Name and Title

1-4-2023
Date

(CJA2)

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration Division

CITY OF NORTH PORT, FLORIDA O/B/O NORTH PORT POLICE DEPARTMENT

CHIEF OF POLICE, NORTH PORT POLICE DEPARTMENT
TODD GARRISON

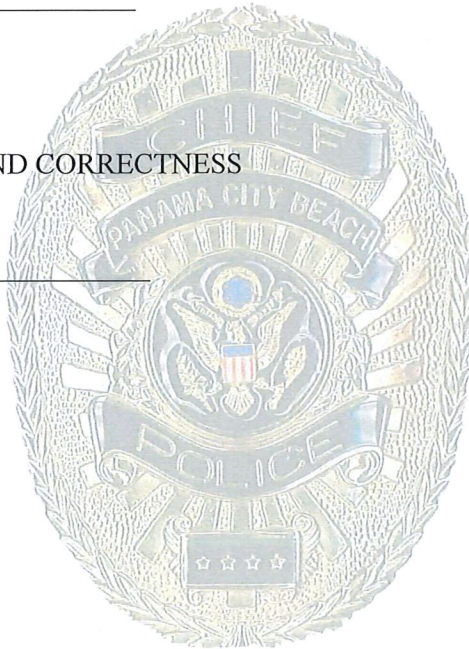
PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY



Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration Division