

**INTERAGENCY AGREEMENT BETWEEN  
THE SARASOTA COUNTY SHERIFF'S OFFICE  
AND THE CITY OF NORTH PORT, FLORIDA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between the SARASOTA COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "SCSO," and the CITY OF NORTH PORT, FLORIDA, hereinafter referred to as "CITY."

**WITNESSETH**

**WHEREAS**, the SCSO, and CITY's Police Department ("NPPD"), are bona fide law enforcement agencies; and

**WHEREAS**, SCSO presently has the benefit of the computer systems that contain state and national Criminal Justice Information ("CJI"), including but not limited to Windows in Government Systems ("WINGS") and those systems offered by CODY; and

**WHEREAS**, NPPD wishes to utilize the SCSO system to access CJI, including those provided through WINGS and CODY; and

**WHEREAS**, pursuant to the SCSO's User Agreement with the Florida Department of Law Enforcement, Interagency User Agreements are required when access to CJI systems is provided to another agency; and

**WHEREAS**, the NPPD is a department of the CITY and pursuant to the City Charter only the Mayor may sign intergovernmental agreements on behalf of the CITY.

**NOW THEREFORE**, SCSO and the CITY hereby agree as follows:

1. NPPD shall be entitled to use SCSO applications for the purpose of accessing booking photographs, warrant information, and jail custody status.
2. NPPD shall abide by all applicable local, state, and federal laws, rules, and regulations, as well as the rules and regulations of Criminal Justice Information Services ("CJIS"), National Crime Information Center ("NCIC") and Florida Crime Information Center ("FCIC").
3. NPPD shall limit its use of the information accessed from SCSO's computer applications solely for the administration of criminal justice purposes.
4. NPPD shall maintain the confidentiality of any records accessed pursuant to this Agreement in accordance with Chapter 119 and Chapter 943, Florida Statutes.

5. **To the extent allowed by Florida law and the limitations under Section 768.28, Florida Statutes, NPPD agrees to hold harmless and indemnify SCSO from any and all liability related to or arising from the operation of this Agreement. This Agreement does not constitute a waiver of sovereign immunity or consent by the parties or their subdivisions to suit by third parties.**
6. NPPD will notify SCSO via its designee when NPPD personnel with access to these systems leave NPPD or no longer require access.
7. The term of this Agreement shall commence upon the last signature on this Agreement by either party and shall continue until terminated by either party.
8. Either party may terminate this Agreement without cause upon fifteen (15) days written notice to the other; except that the SCSO may terminate this Agreement immediately and without notice upon breach by the CITY.
9. This Agreement constitutes the entire agreement of the parties and supersedes all agreements between them, whether written or oral with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
10. All notices required under this Agreement shall be provided in writing and sent via U.S. Mail or overnight mail to:

Sarasota County Sheriff's Office:

Captain – Emergency Operations Bureau  
6050 Porter Way  
Sarasota, FL 34232

North Port Police Department:

Support Services Bureau Civilian Commander  
4980 City Hall Boulevard  
North Port, FL 34286

With Copy to:

City Attorney's Office  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

11. The parties shall not 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 or expression, or physical characteristic.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
Patsy C. Adkins, MMC  
City Clerk

\_\_\_\_\_  
Vanessa Carusone  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Amber L. Slayton  
City Attorney

NORTH PORT POLICE DEPARTMENT

SARASOTA COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Todd R. Garrison, Chief of Police

\_\_\_\_\_  
Tom Knight, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date