

**INTERAGENCY AGREEMENT**  
**PROVIDING ACCESS TO THE NATIONAL CRIME INFORMATION CENTER AND THE**  
**FLORIDA CRIME INFORMATION CENTER**

**THIS INTERAGENCY AGREEMENT** ("Agreement") is made by and between the City of North Port, Florida, on behalf of the City of North Port Police Department ("CITY"), and the School Board of Sarasota County Police Department ("SCHOOL BOARD PD").

**RECITALS**

**WHEREAS**, on January 9, 2019, the North Port Police Department ("NPPD") and the Florida Department of Law Enforcement ("FDLE") entered into a Criminal Justice User Agreement, granting the NPPD access to FDLE computer terminals for accessing the National Crime Information Center ("NCIC"), and the Florida Crime Information Center ("FCIC"), through the Criminal Justice Network ("CJNET"), collectively referred to as the "CJNET System;" and

**WHEREAS**, Section 6 of the Criminal Justice User Agreement permits the NPPD to provide criminal justice information through an interagency agreement to another criminal justice agency, and the SCHOOL BOARD PD is such an agency; and

**WHEREAS**, this Agreement will provide the SCHOOL BOARD PD with access to the FDLE computer terminals to use and access the CJNET System for the administration of criminal justice and as otherwise specifically authorized by the Criminal Justice User Agreement.

**NOW THEREFORE**, the parties agree as follows:

1. Effective Date/Term. This Agreement shall become effective on the date the last party signs it ("Effective Date"), and shall remain in effect for a term of one (1) year ("Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional one (1) year terms unless or until terminated by either party.
2. Access. Only employees or agents of the NPPD shall have access to FDLE computer terminals in order to use the CJNET System. The NPPD is responsible for entering all information into the CJNET System on behalf of the SCHOOL BOARD PD and providing all necessary CJNET System information to the SCHOOL BOARD PD by fax, phone, or radio. Pursuant to Section 1.1 of the Criminal Justice User Agreement, the SCHOOL BOARD PD shall be a services agency and will abide by all of the provisions of the Criminal Justice Use Agreement, which is attached hereto as Exhibit "A" and incorporated as if set forth fully herein.
3. Monthly Validation. The NPPD, through its Florida Crime Information Center Agency Coordinator ("FAC") or designee, will review the monthly validation reports and ensure all records are accurate and active. The NPPD or designee will attempt to make contact with all victims to ensure the record is still valid. The NPPD will perform Second Party Verification on all entries made for the SCHOOL BOARD PD.
4. SCHOOL BOARD PD Responsibilities. The SCHOOL BOARD PD must abide by all applicable local, state, and federal laws, rules, and regulations regarding the information it has access to through the CJNET System, as well as the rules and regulations of the CJNET System and the provisions of

the Criminal Justice User Agreement. Additionally, the SCHOOL BOARD PD shall:

- A. Use the information obtained from the CJNET System only for the administration of criminal justice purposes.
- B. Maintain the confidentiality of any records received pursuant to this Agreement and in accordance with Florida Statutes Chapter 943 and Section 119.071.
- C. The SCHOOL BOARD PD is responsible for, and ultimately liable for, the validity and accuracy of all information or data submitted for entry into the CJNET System, and to promptly notify the NPPD or its designee of any corrections, modifications, or cancellations necessary with regards to information or data entered by the NPPD into the CJNET System.
- D. The SCHOOL BOARD PD will have a person available to verify reports for the NPPD Teletype Section when a Hit Confirmation is received on a SCHOOL BOARD PD entry. If the SCHOOL BOARD PD is unable to staff a person with 24-hour report access to provide verification, the reporting officer from the SCHOOL BOARD PD, at the time the report is taken, will call NPPD personnel to advise that a report is being sent. The SCHOOL BOARD PD Officer must send NPPD the entire report and supplemental reports via fax at (941) 429-7392 or email to teletypenppd@flcjn.net. This will allow the NPPD teletype personnel to perform the verification after regular business hours. All reports and supplements must contain all mandatory required fields pursuant to the FCIC Operating Manual. Any request by the SCHOOL BOARD PD to cancel an entry will be made by faxing the supplemental report to NPPD at (941) 429-7392 or via email to teletypenppd@flcjn.net.

**5. Indemnification.**

- A. To the extent permitted by Florida law and the limitations under Section 768.28, Florida Statutes, the SCHOOL BOARD PD assumes all liability for, and releases and agrees to defend, indemnify, protect, and hold harmless the NPPD, the CITY, its commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect or omissions of the SCHOOL BOARD PD, or the SCHOOL BOARD PD's officers, employees, agents, subcontractors, sub-consultants, and other persons employed or utilized by the SCHOOL BOARD PD in the performance of, or the failure to perform, the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the CITY or its subdivisions to suit by third parties.
- B. This Agreement for indemnification survives termination or completion of the Agreement. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- C. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the parties as set forth in Florida Statutes Section 768.28.

6. Termination. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice of the termination. The CITY may terminate this Agreement immediately and without notice if the SCHOOL BOARD PD violates this Agreement or the Criminal Justice User Agreement.
7. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
8. 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.
9. No Agency: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed 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.
10. 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. 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.
11. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
12. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.
13. Amendment. Except as otherwise provided herein, no modifications or amendments to this Agreement shall be valid unless in writing and executed by the parties.
14. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The SCHOOL BOARD PD 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 WHEREOF**, the parties hereto have caused this Agreement to be executed by proper officers and officials.

SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

Jane Goodwin  
BY: Jane Goodwin, Chair

Date: 10/1/19

Approved for Legal Content  
September 13, 2019, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

CITY OF NORTH PORT, FLORIDA

Christopher Hanks  
BY: Christopher Hanks, Mayor

Date: \_\_\_\_\_

ATTEST

Kathryn Wong  
Kathryn Wong, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton  
Amber L. Slayton, City Attorney