



Legislation Text

File #: 18-528, **Version:** 1

TO: Honorable Mayor & Members of the North Port Commission

FROM: Peter D. Lear, CPA, CGMA, City Manager

TITLE: Approve an Interagency Agreement Between the Sarasota County Sheriff's Office and the City of North Port for the WINGS and CODY System.

Recommended Action

Approve an Interagency Agreement Between the Sarasota County Sheriff's Office and the City of North Port for the WINGS and CODY System.

Background Information

The Sarasota County Sheriff's Office (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. North Port Police Department (NPPD) staff wishes to utilize the SCSO system to access CJI, including those provided through WINGS and CODY. 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. 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.

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.

NPPD will notify SCSO via its designee when NPPD personnel with access to these systems leave NPPD or no longer require access.

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. 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. 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.

The proposed agreement has been reviewed and approved by the City Attorney as to form and content.

Strategic Plan

Financially Responsible City Providing Quality Municipal Services.

Financial Impact

N/A

Procurement

N/A

Attachments:

1. WINGS interagency agreement

Prepared by: Jennifer Ayres

Department Director: Todd R. Garrison