

INTERAGENCY USER AGREEMENT

BY AND BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE CITY OF NORTH PORT, FLORIDA
ON BEHALF OF
THE NORTH PORT POLICE DEPARTMENT
FOR
CRIMINAL JUSTICE INFORMATION EXCHANGE AND USE (WINGS)

THIS INTERAGENCY USER AGREEMENT ("Agreement") is entered into by and between the **Sarasota County Sheriff's Office** ("SCSO"), located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232, the **City of North Port, Florida** ("CITY"), located at 4970 City Hall Boulevard, North Port, Florida 34286, on behalf of the **North Port Police Department** ("NPPD") located at 4980 City Hall Boulevard, North Port, Florida 34286 (collectively, the "Parties"), for criminal justice information ("CJI") exchange and use and shall be deemed to take effect upon execution by all Parties ("effective date").

WITNESSETH

WHEREAS, the SCSO and the NPPD are criminal justice agencies, formally recognized by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and,

WHEREAS, the SCSO presently utilizes Windows in Government Systems ("WinGS"), as its Records Management System and Jail Management System; and,

WHEREAS, WinGS contains state and national CJI; and,

WHEREAS, WinGS is an application where the data is stored in a physically secure location and is encrypted in transit between the server and the end users; and,

WHEREAS, the NPPD wishes to utilize WinGS to access booking photographs, warrant information, and jail custody status; and,

WHEREAS, pursuant to the User Agreement with FDLE, Interagency User Agreements are required when access to Criminal Justice Network ("CJNET") and Florida Crime Information Center ("FCIC") and the National Crime Information Center ("NCIC") are provided to another criminal justice agency. The NPPD shall abide by all the terms and conditions of the Criminal

Justice User Agreement executed between FDLE and SCSO, a copy of which is attached to this Agreement, to include but not limited to the FBI Criminal Justice Information Services (“CJIS”) Security Policy.

NOW THEREFORE, the SCSO, the CITY, and NPPD agree as follows:

1. **This Agreement shall take effect on the effective date.** The term of this Agreement shall be for a period of one year and shall automatically renew for additional one-year terms thereafter, unless sooner terminated.
2. The NPPD shall be entitled to use WinGS for the purpose of accessing booking photographs, warrant information, and jail custody status.
3. The NPPD shall abide by all applicable local, state, and federal laws, rules, and regulations, as well as the rules and regulations of CJIS, NCIC, and FCIC, to include FBI required audits of their users.
4. The NPPD shall only access WinGS from CITY or NPPD owned devices and prohibit access from a personally owned device.
5. The NPPD shall limit its use of the information accessed from WinGS solely for administration of criminal justice purposes.
6. The NPPD shall maintain confidentiality of any records under this Agreement in accordance with Chapter 119 and Chapter 943, Florida Statutes.
7. Each Party shall bear the liability arising from the acts undertaken by its personnel pursuant to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of sovereign immunity or the benefits or provisions of § 768.28, Florida Statutes.
8. The NPPD shall notify the SCSO’s Emergency Operations Bureau Commander or his/her designee when any NPPD personnel with access to WinGS leave the NPPD or no longer require access.
9. This Agreement may be terminated upon 30 days’ prior written notice, except that the SCSO may terminate this Agreement immediately and without notice upon finding that the NPPD has violated the terms of this Agreement. The notice of termination shall include the effective date of termination.
10. All notices required under this Agreement shall be provided in writing and sent via certified mail, return receipt requested, as indicated below:

TO: Sarasota County Sheriff's Office
Attn: Emergency Operations Bureau Commander
6050 Porter Way
Sarasota, Florida 34232

CC: Sarasota County Sheriff's Office
Attn: General Counsel's Office
6010 Cattleridge Boulevard
Sarasota, Florida 34232

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

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

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

11. This Agreement constitutes the entire agreement of the Parties and may not be modified or amended without written agreement executed by all Parties.
12. Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Parties.
13. This Agreement may be executed in a number of 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.
14. Non-Discrimination. No Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in the 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, or expression or physical characteristics.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and officials.

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[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

BY: _____
KURT A. HOFFMAN
SHERIFF

DATE: _____

APPROVED AS TO FORM AND CONTENT

BY: _____
JULIE L. HERD
GENERAL COUNSEL

DATE: _____

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-SIGNATURE PAGE-

Approved by the City Commission of the City of North Port, Florida on _____, 2024.

NORTH PORT POLICE DEPARTMENT

BY: _____

TODD R. GARRISON
CHIEF OF POLICE

DATE: _____

CITY OF NORTH PORT, FLORIDA NORTH PORT POLICE DEPARTMENT

BY: _____

ALICE WHITE
MAYOR

DATE: _____

ATTEST

BY: _____

HEATHER TAYLOR
CITY CLERK

DATE: _____

APPROVED AS TO FORM AND CONTENT

BY: _____

AMBER SLAYTON
CITY ATTORNEY

DATE: _____