

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 (FCIC/NCIC)
DURING A SYSTEM FAILURE OR CENTER EVACUATION

THIS INTERAGENCY USER AGREEMENT ("Agreement") is entered into on May 9, 2023 ("Effective Date") by and between the **Sarasota County Sheriff's Office** ("SCSO"), located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232, and 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 referred to as the "Parties" and individually referred to as the "Party") for criminal justice information ("CJI") exchange and use.

WITNESSETH

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

WHEREAS, SCSO presently has access to the National Crime Information Center ("NCIC") and the Florida Crime Information Center ("FCIC"); and,

WHEREAS, NCIC and FCIC contain state and federal CJI; and,

WHEREAS, NPPD desires to utilize SCSO members to enter information into the NCIC and FCIC systems for authorized law enforcement purposes during a total system failure or center evacuation; and

WHEREAS, pursuant to the *Criminal Justice User Agreement* between SCSO and FDLE executed on January 14, 2021 ("CJUA") a copy of which is attached to this Agreement as Exhibit A, interagency user agreements are required when access to Criminal Justice Network ("CJNET"), FCIC, and NCIC are provided to another criminal justice agency ("CJA").

WHEREAS, NPPD wishes to utilize the computer terminals through SCSO members to conduct entries and to access FCIC and NCIC information systems for law enforcement purposes during a total system failure or center evacuation; and

NOW THEREFORE, SCSO and CITY on behalf of NPPD agree as follows:

1. The initial term of this Agreement shall become effective on the Effective Date and shall continue for twelve (12) months. The Agreement shall automatically renew for additional one-year terms thereafter, unless terminated as stated herein.

2. NPPD shall be entitled to use, through SCSO members, the computer terminals located at SCSO for the purpose of gaining access to the NCIC and FCIC information systems, running of property and persons inquiries, running criminal history checks, and hit confirmations on entries from other entities during a total system failure or center evacuation.
3. NPPD shall be entitled to request SCSO members to enter information into the FCIC and NCIC information systems for authorized law enforcement purposes.
4. NPPD shall retain responsibility for and be ultimately liable for the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC information systems and to notify SCSO Emergency Operations Bureau Commander or his/her designee of any corrections, modifications, or cancellations as necessary with regards to information or data entered by SCSO into the NCIC and FCIC information systems.
5. Upon NPPD returning to full service, NPPD shall contact the Teletype section of SCSO and request the removal of any entry made during the complete failure.
6. 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 its users.
7. NPPD shall abide by all the terms and conditions of the CJUA, including the FBI Criminal Justice Information Services ("CJIS") Security Policy.
8. NPPD shall maintain confidentiality of any records under this Agreement in accordance with Chapter 119 and Chapter 943 of the Florida Statutes.
9. 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 any rights or immunities afforded the Parties by section 768.28 of the Florida Statutes as currently written or as may hereafter be amended, or any other applicable law, including limits on attorney's fees, court costs, and other forms of relief.
10. This Agreement may be terminated upon 30 days prior written notice, except that SCSO may terminate this Agreement immediately and without notice upon finding that NPPD has violated the terms of this Agreement. The notice of termination shall include the effective date of termination.
11. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of CITY that do not change CITY's financial obligations under this Agreement.
12. 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

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

13. This Agreement constitutes the entire agreement of the Parties and may not be modified or amended without written agreement executed by both Parties.
14. Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Parties.
15. 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.
16. **Non-Discrimination.** Neither 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. Neither 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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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 (FCIC/NCIC)
DURING A SYSTEM FAILURE OR CENTER EVACUATION

-SIGNATURE SHEET-

SARASOTA COUNTY SHERIFF'S OFFICE

By: Kurt A. Hoffman
KURT A. HOFFMAN
SHERIFF

Date: 5/9/23

APPROVED AS TO FORM AND CONTENT

By: Julie Herd
JULIE HERD
GENERAL COUNSEL

Date: 5/9/2023

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-SIGNATURE SHEET-

Approved by the City Commission of the City of North Port, Florida on April 25, 2023.

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

By: 
BARBARA LANGDON
MAYOR

Date: 4-25-23

ATTEST:

By: 
HEATHER FAUST, MMC
CITY CLERK

Date: 4-25-23

APPROVED AS TO FORM AND CORRECTNESS:

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

Date: 4-25-23

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Sarasota County Sheriff's Office,

with headquarters at

6010 Cattleridge Blvd Sarasota FL 34232,

with the primary ORI of: FL0580000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEX), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter NIets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEX, NGI, NICS, NIBRS and NIets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

FDLE Criminal Justice User Agreement

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

FDLE Criminal Justice User Agreement

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. **Record Quality** – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. **Security** – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

FDLE Criminal Justice User Agreement

3. **Audit** – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DEx Audits.
4. **Training** – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. **Integrity of CJI** – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

**SECTION III
ADDITIONAL SERVICES & REQUIREMENTS**

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	YES	NO			
N-DEx (via FDLE CJIS)	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Red Light Camera Program	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
License Plate Reader Program	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Critical Infrastructure Program	<input type="radio"/>	<input checked="" type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Registered Livescan Submitter	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Microsoft Cloud Computing Lead Agency Agreement with FDLE					
Azure	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Office 365	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>
Dynamics	<input checked="" type="radio"/>	<input type="radio"/>	Initial	<u>KAH</u> <small>KAH</small>	CSO Initial <u>Soth</u>

FDLE Criminal Justice User Agreement

- 2 As lead agency for Microsoft cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJJ.

Users participating in this service shall execute appropriate agreements with third party vendors or directly with Microsoft which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name _____

Noncriminal justice ORI _____ N/A Initial KAH
KAH

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Pam Jones Email Pam.Jones@sarasotasheriff.org
 Phone 941-861-5573 Cell Phone 941-315-0294

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. **Legal and Policy Requirements** - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. **Penalties and Liabilities** - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. **Termination** - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. **Termination of Services** - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. **Modifications** - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. **Accountability** - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.
7. **Acknowledgement of Duties and Responsibilities** - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these

FDLE Criminal Justice User Agreement

duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

FDLE Criminal Justice User Agreement

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

NAME OF THE USER AGENCY Sarasota County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Sheriff TITLE

Kurt A. Hoffman
(PLEASE PRINT)

Kurt A. Hoffman
Kurt A. Hoffman (Jan 13, 2021 16:52 EST)
(SIGNATURE)

DATE Jan 13, 2021

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer TITLE FBI CJIS Systems Officer
(PLEASE PRINT) (CSO) for the State of Florida

CSH
(SIGNATURE)

DATE Jan 14, 2021

ID&T Review sm

Signature: *Pam Jones*
Pam Jones (Jan 5, 2021 09:11 EST)
Email: pam.jones@sarasotasheriff.org

Signature: *Susie Murphy*
Susie Murphy (Jan 14, 2021 08:27 EST)
Email: susiemurphy@fdle.state.fl.us












Sarasota County SO User Agreement 01052021

Final Audit Report


2021-01-14


Created:	2021-01-05
By:	Susie Murphy (susiemurphy@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAugCvOC63AdQf2vI8VV AeO3suncW1itoL

"Sarasota County SO User Agreement 01052021" History

-  Document created by Susie Murphy (susiemurphy@fdle.state.fl.us)
2021-01-05 - 2:03:36 PM GMT - IP address: 68.205.170.108
-  Document emailed to Pam Jones (pam.jones@sarasotasheriff.org) for signature
2021-01-05 - 2:03:39 PM GMT
-  Email viewed by Pam Jones (pam.jones@sarasotasheriff.org)
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-  Document e-signed by Pam Jones (pam.jones@sarasotasheriff.org)
Signature Date: 2021-01-05 - 2:11:18 PM GMT - Time Source: server- IP address: 198.134.152.15
-  Document emailed to Kurt A. Hoffman (kurt.hoffman@sarasotasheriff.org) for signature
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-  Document e-signed by Kurt A. Hoffman (kurt.hoffman@sarasotasheriff.org)
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-  Document emailed to Susie Murphy (susiemurphy@fdle.state.fl.us) for signature
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-  Document e-signed by Susie Murphy (susiemurphy@fdle.state.fl.us)
Signature Date: 2021-01-14 - 1:27:58 PM GMT - Time Source: server- IP address: 68.205.170.108
-  Document emailed to cjiscso@fdle.state.fl.us for signature
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-  Email viewed by cjiscso@fdle.state.fl.us
2021-01-14 - 1:58:24 PM GMT - IP address: 164.51.230.17

 Document signing delegated to Charles Schaeffer (CharlesSchaeffer@fdle.state.fl.us) by cjiscso@fdle.state.fl.us
2021-01-14 - 1:58:35 PM GMT- IP address: 164.51.230.17

 Document emailed to Charles Schaeffer (CharlesSchaeffer@fdle.state.fl.us) for signature
2021-01-14 - 1:58:35 PM GMT

 Email viewed by Charles Schaeffer (CharlesSchaeffer@fdle.state.fl.us)
2021-01-14 - 2:22:18 PM GMT- IP address: 164.51.230.18

 Document e-signed by Charles Schaeffer (CharlesSchaeffer@fdle.state.fl.us)
Signature Date: 2021-01-14 - 2:23:04 PM GMT - Time Source: server- IP address: 164.51.230.18

 Agreement completed.
2021-01-14 - 2:23:04 PM GMT