

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 by and between the **Sarasota County Sheriff's Office** ("SCSO"), located at 6010 Cattle Ridge 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 referred to as the "Parties" and individually referred to as the "Party") for criminal justice information ("CJI") exchange and use and shall be deemed to take effect upon execution by all Parties ("effective date").

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, the Parties agree as follows:

1. **This initial term of this Agreement shall become effective on the effective date.** This Agreement shall automatically renew for additional one-year terms thereafter, unless sooner terminated.

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 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 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. 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

12. This Agreement constitutes the entire agreement of the Parties and may not be modified or amended without written agreement executed by all Parties.
13. Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Parties.
14. 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.
15. 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 SHEET-

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 SHEET-

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

NORTH PORT POLICE DEPARTMENT

BY: _____

TODD R. GARRISON
CHIEF OF POLICE

DATE: _____

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

By: _____

ALICE WHITE
MAYOR

Date: _____

ATTEST:

By: _____

HEATHER FAUST, MMC
CITY CLERK

Date: _____

APPROVED AS TO FORM AND CONTENT:

BY: _____

AMBER SLAYTON
CITY ATTORNEY

DATE: _____