

**St. Johns County Sheriff's Office
and
City of North Port, Florida**

Lead Contracting Agency Agreement

WHEREAS, the *St. Johns County Sheriff's Office*, hereafter referred to as Lead Contract Agency ("LCA"), and the *City of North Port, Florida*, on behalf of the North Port Police Department, hereafter referred to as Contract Agency ("CA"), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

WHEREAS, the LCA has been recognized as such by FDLE for Fusus ("Vendor"), and will assume responsibility for ensuring compliance with the FBI CJIS [Criminal Justice Information Systems] Security Policy ("CSP");

WHEREAS, CA enters into this Lead Contracting Agency Agreement with the LCA;

WHEREAS, both the LCA and the CA are headquartered within the boundaries of the State of Florida;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements ("UA") with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy ("CSP") for access to state and national Criminal Justice Information ("CJI") as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer ("CSO") for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA are currently contracting with *Fusus*, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

NOW THEREFORE, in consideration of the promises and obligations imposed pursuant to this Agreement (the adequacy and sufficiency of which the parties agree), the parties hereby covenant and agree to the following:

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THE LCA will ensure fingerprint based state and national criminal history checks, appropriate security awareness training, and signed Security Addendum Certification Page(s) are completed on Vendor employees who require unescorted physical or logical access to unencrypted CJI.

THE LCA will maintain a current and complete list of all Vendor employees who have been successfully screened and are authorized access to CJI, and upon request, the LCA shall provide the CA with the described list.

THE LCA upon notification/determination of reported or observed criminal or other disqualifying activity by a Vendor employee who is authorized access to CJI, shall immediately notify the CA of the employee activity.

THE LCA shall retain required records for Vendor employees who are authorized access to CJI for FDLE technical audit review.

THE CA shall provide a primary and secondary point of contact to receive information and updates regarding Vendor employees who are authorized to access CJI, including name(s), phone number, and email address (group agency email may be utilized).

EFFECTIVE DATE: This Agreement shall be effective upon signature by authorized representatives of both parties.

TERMINATION: Either party may terminate this Agreement upon providing one hundred and eighty (180) days' written notice to the other party.

MODIFICATION: This Agreement may not be modified or amended except by written amendment signed by authorized representatives of both parties. The City Commission, of the City of North Port, Florida, 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.

ACKNOWLEDGEMENT: Both parties acknowledge that CJI or other information authorized to be shared under this Agreement may be subject to restrictions on access and dissemination under federal and state law including, but not limited to, the Florida Public Records law pursuant to Chapter 119 of the Florida Statutes. Each party assumes sole and exclusive responsibility for ensuring the validity and accuracy of the information and data that it shares.

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LIABILITIES: Each party agrees to be liable for any and all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, in the course of the operation of this Agreement.

NOTHING HEREIN contained is intended to serve, nor shall be interpreted as a waiver of any defense or limitation of liability afforded a governmental entity as a result of sovereign immunity, or to extend or increase either party's liability provided pursuant to Section 768.28, Florida Statutes. Said financial limitations shall apply to any and all claims and actions including those arising out of contract or tort.

NOTHING HEREIN is intended to, nor shall be construed as creating any right, claim, duty or obligation to any third party not a signatory to this Agreement.

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.

MISCELLANEOUS.

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. 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.
- C. 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.
- D. 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

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any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

- E. 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.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. 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. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Assignment. The LCA and CA shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- I. 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 Contractor shall not administer this Agreement in an unlawfully discriminatory manner, or 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives:

St. Johns County Sheriff's Office

Agency Name

CPL. M. Q. Bellamy, Jr. #3479

CPL. M. Q. Bellamy, Jr. #3479 (Apr 26, 2023 11:54 EDT)

Apr 26, 2023

Agency Designee

Date

Sgt. S James 3533

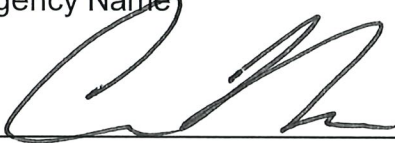
Apr 26, 2023

Witness

Date

North Port Police Department

Agency Name



4/27/23

Agency Designee

Date

Susan R. Wagner

04/27/2023

Witness

Date

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CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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