

INTERAGENCY USER AGREEMENT

BY AND BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE CITY OF VENICE, FLORIDA
ON BEHALF OF
THE VENICE 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, and the **City of Venice, Florida** ("CITY") located at 401 West Venice Ave. Venice, FL 34285, on behalf of the **Venice Police Department** ("VPD") located at 1575 East Venice Ave., Venice, FL 34292, for criminal justice information ("CJI") exchange and use for, and shall be deemed to have an effective date of January 5, 2021.

WITNESSETH

WHEREAS, the SCSO and the VPD, 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 VPD 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 VPD shall abide by all the terms and conditions of the Criminal Justice

User Agreement executed between the FDLE and the 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 Parties agree as follows:

1. **This Agreement shall take effect on January 5, 2021.** 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 VPD shall be entitled to use WinGS for the purpose of accessing booking photographs, warrant information, and jail custody status.
3. The VPD 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 VPD shall only access WinGS from VPD owned devices and prohibit access from a personally owned device.
5. The VPD shall limit its use of the information accessed from WinGS solely for administration of criminal justice purposes.
6. The VPD 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 VPD shall notify the SCSO's Emergency Operations Bureau Commander or his/her designee when any VPD personnel with access to WinGS leave the VPD or no longer require access.
9. Either Party may terminate this Agreement upon 30 days prior written notice, except that the SCSO may terminate this Agreement immediately and without notice upon finding that the VPD 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 CC: Sarasota County Sheriff's Office
Attn: EOB Commander Attn: General Counsel
6050 Porter Way 6010 Cattleridge Blvd.
Sarasota, Florida 34232 Sarasota, Florida 34232

TO: City of Venice, Florida CC: Persson, Cohen & Mooney, P.A.
Attn: Mayor Attn: Kelly M. Fernandez
401 West Venice Avenue 236 Pedro Street
Venice, FL 34285 Venice, FL 34285

CC: Venice Police Department
Attn: Chief of Police
1575 East Venice Ave.
Venice, FL 34292

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

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

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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: _____
CRYSTAL H. BAILEY
General Counsel

Date: _____

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-SIGNATURE PAGE-

CITY OF VENICE, FLORIDA ON BEHALF OF
VENICE POLICE DEPARTMENT

By: _____
RON FEINSOD
Mayor

Date: _____

APPROVED AS TO FORM AND CONTENT:

ATTEST:

By: _____
LORI STELZER
City Clerk

By: _____
KELLY M. FERNANDEZ
City Attorney

Date: _____

Date: _____