

INTERAGENCY AGREEMENT

BY AND BETWEEN
SARASOTA COUNTY SHERIFF'S OFFICE
AND
CITY OF VENICE, FLORIDA
ON BEHALF OF
VENICE POLICE DEPARTMENT
FOR
USE OF DRIVING SIMULATORS AT THE KNIGHT TRAIL PARK FACILITIES

THIS INTERAGENCY AGREEMENT ("Agreement") is entered into on the date of execution by final signature affixed to this document ("Effective Date") by and between the **Sarasota County Sheriff's Office ("SCSO")**, headquartered at 6010 Cattleridge Boulevard, Sarasota, Florida 34232 and the **City of Venice, Florida ("City")** located at 401 West Venice Avenue, Venice, Florida 34285, on behalf of the **Venice Police Department ("User Agency")**, headquartered at 1575 East Venice Avenue, Venice, Florida 34292 (collectively referred to as the "Parties" and individually referred to as the "Party").

WITNESSETH:

WHEREAS, SCSO has access to driving simulators at the Knight Trail Park Facilities located at 3445 Rustic Road, Nokomis, Florida 34275 ("KTP"); and

WHEREAS, User Agency and its agents, members, and employees, as a duly authorized law enforcement or criminal justice agency, desire to utilize the driving simulators and related services of SCSO; and

WHEREAS, SCSO is willing to provide the driving simulator and such related services so long as all applicable rules and regulations are strictly complied with by User Agency to ensure safety and security.

NOW THEREFORE, the Parties do mutually agree as follows:

1.0 SCSO RESPONSIBILITIES:

- 1.1 SCSO shall reasonably maintain the driving simulators and KTP to ensure normal operation of the related equipment.
- 1.2 SCSO shall reasonably maintain the schedule by which the driving simulators may be reserved.

2.0 USER AGENCY RESPONSIBILITIES:

- 2.1 User Agency shall always provide a *Driving Simulator Instructor*, as defined in "Exhibit 1", while User Agency personnel use the driving simulator. User Agency personnel via their *Driving Simulator Instructor* shall report any unsafe conditions to SCSO and immediately stop all training until the problem has been resolved. The term "unsafe conditions" shall include but are not limited to physical safety hazards, broken equipment, and any cybersecurity concerns.
- 2.2 User Agency shall maintain appropriate liability insurance or appropriate self-insurance for its members who utilize KTP and driving simulators.

- 2.3 User Agency shall provide a record of all personnel that utilize the driving simulators to SCSO consistent with the Rule 2.10 contained in "Exhibit 1".
- 2.4 User Agency shall abide by all rules and regulations while using the driving simulators consistent with "Exhibit 1".
- 2.5 User Agency shall require all personnel who utilize the driving simulator to review "Exhibit 1" and agree to abide by the rules and regulations contained therein.
- 2.6 User Agency shall clean KTP of any trash, debris, or other articles used or otherwise brought in by User Agency; and empty all trash cans before leaving.
- 2.7 **User Agency shall not introduce any device into the driving simulators. The term "device" shall include but is not limited to flash drives, USB drives, network patch cables, and serial ports.**
- 2.8 Any damages caused at or within KTP by the intentional or unintentional acts of User Agency, including but not limited to the driving simulators, monitors, cords, software, and the portable housing the simulators shall be the sole financial responsibility of User Agency. The introduction of any virus, malware, or other malicious software constitutes damage to the driving simulator. Upon request for funds by SCSO to User Agency for cost of repairs, User Agency shall submit payment to SCSO promptly, and no later than 90 days from the date of the request for funds. If payment is not received within 90 days, User Agency's use of the driving simulators shall be suspended immediately until payment is received. Suspension of User Agency's use of the driving simulators shall not affect any other rights and remedies afforded to SCSO by law.
- 2.9 User Agency shall hold SCSO harmless from any claims or damages resulting from the negligence or intentional acts of User Agency, but only to the extent authorized by section 768.28, Florida Statutes. SCSO shall not be liable for any damage or injury to User Agency, or any other person, or to any property, occurring in SCSO's Driving Simulator portable or any part thereof, in the event such injury or damage is directly or indirectly caused by User Agency.
- 2.10 User Agency shall indemnify, release, and hold harmless SCSO and Sarasota County, Florida for any and all claims, loss, cause of action, costs, fees, attorney fee, judgment, suit, or other liability caused directly or indirectly by User Agency brought by any third party, but only to the extent authorized by section 768.28, Florida Statutes.
- 2.11 User Agency shall not be liable for any damage or injury to SCSO, or any other person, or to any property occurring at KTP or any part thereof, in the event such injury or damage is intentionally caused by SCSO.

3.0 TERM & TERMINATION:

- 3.1 Term. This Agreement shall have the initial term of beginning on the Effective Date and terminating on September 30, 2023; and shall automatically renew for one-year periods thereafter, unless otherwise terminated.
- 3.2 Termination. This Agreement may be terminated by either Party at any time, for cause or convenience, by delivering written notice of termination to the other Party. Any outstanding or forthcoming invoices shall become due in full promptly upon receipt.

4.0 NOTICE:

4.1 All notices required pursuant to this Agreement shall be in writing and sent via certified mail, return receipt requested, or as indicated to the Parties below:

TO: Sarasota County Sheriff's Office
Attn: Colonel
6010 Cattleridge Boulevard
Sarasota, Florida 34232

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

TO: City of Venice, Florida
Attn: Mayor
401 West Venice Avenue
Venice, Florida 34292

CC: City of Venice, Florida
Attn: City Attorney
236 Pedro Street
Venice, Florida 34285-2322

CC: Venice Police Department
Attn: Chief of Police
1575 East Venice Avenue
Venice, Florida 34292

5.0 PUBLIC RECORDS:

5.1 IF USER AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS ACT TO USER AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, USER AGENCY SHALL CONTACT SCSO'S CUSTODIAN OF RECORDS:

By Email: Records@sarasotasheriff.org

By Phone: (941) 861-4025

By Mail: Sarasota County Sheriff's Office
Attn: Records
P.O. Box 4115
Sarasota, Florida 34230-4115

In Person: Monday – Friday; 8:00 a.m. – 5:00 p.m. at
2071 Ringling Boulevard, First Floor
Sarasota, Florida 34237

5.2 If, under the Agreement, User Agency provides services and is acting on behalf of SCSO as provided by section 119.0701(1)(b), Florida Statutes, User Agency shall: (a) Keep and maintain public records that ordinarily and necessarily would be required by SCSO in order to perform the service (b) Provide the public with access to public records on the same terms and conditions that SCSO would provide the records and at a cost that does not exceed the cost provided in the Public Records Act, or as otherwise provided by law (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law (d) Meet all

requirements for retaining public records and transfer, at no cost to SCSO, all public records in possession of User Agency upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SCSO in format that is compatible with the information technology systems of SCSO.

6.0 MISCELLANEOUS:

- 6.1 Complete Agreement. This Agreement represents the entire agreement and understanding between the Parties on this subject matter. This Agreement supersedes all prior agreements, representations, and understandings between the Parties whether oral or written, expressed or implied.
- 6.2 Binding Effect/Counterparts. This Agreement may be executed in 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.
- 6.3 Non-Discrimination. No Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in 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, expression, or physical characteristic.
- 6.4 Governing Law and Venue. 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.
- 6.5 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, of partnership, or joint venture between the Parties, it being understood and 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.
- 6.6 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.
- 6.7 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
- 6.8 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.
- 6.9 Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right, or cause of action for any third party or entity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by its authorized representatives as designated below.

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BY AND BETWEEN
SARASOTA COUNTY SHERIFF'S OFFICE
AND
CITY OF VENICE, FLORIDA
ON BEHALF OF
VENICE POLICE DEPARTMENT
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USE OF DRIVING SIMULATORS AT THE KNIGHT TRAIL PARK FACILITIES

-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

KURT A. HOFFMAN
SHERIFF

Date: _____

APPROVED AS TO FORM AND CONTENT:

CRYSTAL H. BAILEY
GENERAL COUNSEL

Date: _____

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-SIGNATURE PAGE-

CITY OF VENICE, FLORIDA O/B/O
VENICE POLICE DEPARTMENT

By: _____
RON FEINSOD
MAYOR

Date: _____

ATTEST:

By: _____
KELLY MICHAELS
CITY CLERK

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
KELLY M. FERNANDEZ
CITY ATTORNEY

Date: _____

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"EXHIBIT 1"

1.0 DEFINITIONS:

- 1.1 *"Driving Simulator Instructor"* shall mean any person who is trained by either the *Master Instructor* or L3Harris to operate the Driving Simulator from the Instructor Operator Station as defined in the L3Harris PatrolSim™ Law Enforcement Driving Simulator Product Guide, a copy of which shall be available in the driving simulator portable.
- 1.2 *"Master Instructor"* shall mean any instructor who at minimum holds a Certificate of Completion from L3Harris for Basic Maintenance and Operation/Scenario Builder Courses.
- 1.3 *"Student"* shall mean any person who is driving in the driving simulator.

2.0 KTP SCHEDULING:

- 2.1 User Agency shall contact KTP personnel at (941) 861-4092 or (941) 861-4901 to schedule any activity at KTP. If there is no answer, User Agency shall SCSSO Training Section at (941) 861-1620.
- 2.2 User Agency shall designate a Range Liaison who shall be issued and responsible for maintaining the following items in a safe and secure manner:
 - 2.2.1 An **alarm code** for the main building which houses the restrooms.
 - 2.2.2 A **key fob** to operate the magnets on the doors to the main building which houses the restrooms.
 - 2.2.3 A **shutter key** for the front shutter for the main building which houses the restrooms.
 - 2.2.4 A **"53 Key"** for the driving simulator portable.
- 2.3 None of the above-listed items shall be shared with any unauthorized person or entity, duplicated for any reason, or otherwise used in a manner not contemplated by this Agreement.
- 2.4 Should any of the above-listed items be misplaced, or if the safety and security of any of the above-listed items should be called into question, the Range Liaison shall

immediately notify the rangemaster.

- 2.5 Prior to changing the Range Liaison, User Agency shall notify the rangemaster.
- 2.6 The outgoing Range Liaison must return all issued items to the rangemaster prior to leaving his or her post so that the new Range Liaison may be issued the same items to maintain in a safe and secure manner.
- 2.7 The driving simulator portable shall only be unlocked by a *Driving Simulator Instructor*.
- 2.8 The driving simulator shall only be powered on by the *Driving Simulator Instructor*.
- 2.9 During all trainings, the *Driving Simulator Instructor* shall be responsible for operation of the equipment and all training conducted.
- 2.10 User Agency shall complete the attendance roster for each driving simulator training date. The attendance roster must be turned in to the rangemaster or a training section deputy at the end of the scheduled activity.
- 2.11 The rangemaster or training section deputy on scene shall have the right to stop any activity which they deemed unsafe.

3.0 DRIVING SIMULATOR USE:

- 3.1 A *Driving Simulator Instructor* must always be present during training.
- 3.2 The driving simulators must only be run by *Driving Simulator Instructors*.
- 3.3 *Driving Simulator Instructors* must adhere to the time frames recommended by L3Harris for initial exposure by *Students* (i.e., first training session no longer than 30 seconds, second training session, no longer than one minute). During these initial trainings, *Students* must not be exposed to training which consists of turns.
- 3.4 **No one shall introduce any device into the driving simulators. The term "device" shall include but is not limited to flash drives, USB drives, network patch cables, and serial ports.**
- 3.5 All commands issued by the *Driving Simulator Instructor* must be obeyed immediately.
- 3.6 All persons coming to KTP for driving simulator training purposes, must not possess any firearms or weapons while using the driving simulators. (The only exception to this rule will be any on-duty law enforcement officers arriving at the range who are not there to participate in training.)
- 3.7 The interior lighting within the driving simulator portable should be dimmed or turned off to reduce glare on driving simulator monitors for *Students*.
- 3.8 The A/C within the driving simulator portable must remain at 69 degrees Fahrenheit, as recommended by L3Harris.
- 3.9 No *Student* will have firearms, ammunition, or weapons on their person while utilizing the driving simulator.
- 3.10 All *Students* must wear their seat belts while using the driving simulators.
- 3.11 No *Student* shall pull on, lean on, or otherwise use the steering wheel as leverage to get into and out of the driving simulator.
- 3.12 The A/C controls on the dashboard of the driving simulators should be in use so that the

flow of the air can be felt by the *Student* during the operation of the driving simulator.

- 3.13 The driving simulator may cause motion sickness, any *Student* experiencing motion sickness shall immediately notify the *Driving Simulator Instructor*, stop the training, and refrain from using the driving simulator until all motion sickness symptoms have subsided.
- 3.14 All KTP-related injuries which require medical treatment must be reported to the rangemaster in a timely manner.
- 3.15 The only persons allowed in the driving simulator portable are *Students*, *Driving Simulator Instructors*, and *Master Instructors*.
- 3.16 *Students* waiting their turn to train on the driving simulator are not permitted to do anything that may distract the attention of the *Student* actively using the driving simulator.
- 3.17 No person shall engage in horseplay of any kind.
- 3.18 *Driving Simulator Instructors* must immediately report all cybersecurity concerns to SheriffHelp@SarasotaSheriff.org.
- 3.19 All unsafe conditions or maintenance concerns must be reported to the Range Master within 24 hours.
- 3.20 *Students* shall clean the portable after training is concluded, this includes sanitizing the driving simulator in the event of vomiting or emesis.
- 3.21 All persons using the driving simulator portable are expected to empty the trash cans and remove any/all food items and garbage and deposit all of it into the dumpster provided.
- 3.22 All persons shall adhere to all safety protocols and guidelines taught during the L3Harris Basic Maintenance and Operation/Scenario Builder Courses.