

INTERAGENCY USER AGREEMENT

BY AND BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
THE SARASOTA COUNTY SCHOOLS 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 Cattlebridge Boulevard, Sarasota, Florida 34232, the **School Board of Sarasota County, Florida** ("School Board"), located at 1960 Landings Boulevard, Sarasota, Florida 34231, and the **Sarasota County Schools Police Department** ("SCSPD") located at 1960 Landings Boulevard, Sarasota, Florida 34231 (collectively, "the Parties"), for criminal justice information ("CJI") exchange and use for Windows in Government Systems ("WinGS"); and shall be deemed to take effect upon execution by all parties ("effective date").

WITNESSETH

WHEREAS, the SCSO and SCSPD are criminal justice agencies, formally recognized by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and,

WHEREAS, SCSO presently utilizes 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 SCSPD 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 SCSPD shall abide by all the terms and conditions of the Criminal Justice User Agreement executed between FDLE and 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 the effective date.** 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 SCSPD shall be entitled to use WinGS for the purpose of accessing booking photographs, warrant information, and jail custody status.
3. The SCSPD 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 SCSPD shall only access WinGS from SCSPD owned devices and prohibit access from a personally owned device.
5. The SCSPD shall limit its use of the information accessed from WinGS solely for administration of criminal justice purposes.
6. The SCSPD 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, Fla. Stat.**
8. The SCSPD shall notify the SCISO's Emergency Operations Bureau Commander or his/her designee when any SCSPD personnel with access to WinGS leave the SCSPD or no longer require access.
9. Any Party may terminate this Agreement upon 30 days prior written notice, except that the SCISO may terminate this Agreement immediately and without notice upon finding that the SCSPD 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
Attn: EOB Commander
6050 Porter Way
Sarasota, Florida 34232

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

TO: Sarasota County School Board
Attn: Chair
1960 Landings Boulevard
Sarasota, Florida 34231

CC: Shumaker, Loop & Kendrick, LLP
Attn: School Board Attorney
240 South Pineapple Avenue
Sarasota, Florida 34236

TO: Sarasota County Schools Police Department
Attn: Chief of Police
1960 Landings Boulevard
Sarasota, Florida 34231

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

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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-

**SARASOTA COUNTY SCHOOLS
POLICE DEPARTMENT**

BY: _____
STEPHEN LORENZ
ACTING CHIEF OF POLICE

DATE: _____

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

BY: _____
KAREN ROSE
CHAIR

DATE: _____

APPROVED AS TO FORM AND CONTENT

