

**INTERAGENCY USER AGREEMENT BETWEEN  
THE SARASOTA COUNTY SHERIFF'S OFFICE AND  
SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Sarasota County Sheriff's Office, hereinafter referred to as "SHERIFF," and the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT.

**WITNESSETH**

**WHEREAS**, the SHERIFF and the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT are bona fide law enforcement agencies; and

**WHEREAS**, the SHERIFF presently has the benefit of Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center, hereinafter NCIC, and the Florida Crime Information Center, hereinafter FCIC through CJNET; and

**WHEREAS**, the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT wishes to utilize the computer terminals through agents and employees of the SHERIFF for entries and access to NCIC and FCIC information systems for law enforcement purposes; and

**WHEREAS**, pursuant to the User Agreement with the Florida Department of Law Enforcement, Interagency User Agreements are required when access to CJNET is provided to another agency.

**NOW THEREFORE**, the parties agree as follows:

1. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT shall have access to use, through agents and employees of the SHERIFF, the computer terminals located at the SHERIFF for purpose of gaining access to NCIC and FCIC Information Systems for entries into the system and running property and person's inquiries.
2. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of the FBI CJIS Security Policy, CJNET, NCIC, and FCIC.
3. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT agrees that it should make use of the information from the computer terminals only for administration of criminal justice purposes.
4. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT agrees to maintain exemption and/or confidentiality of any records under this Agreement in accordance with Section 119.071 and Chapter 943, Florida Statutes.
5. To the extent allowed by law and the limitations under Section 768.28, Florida Statutes, the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT agrees to waive and hold harmless and indemnify the SHERIFF from any and all liability related to or arising out of the operation of this Agreement.

6. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT agrees to 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 promptly notify the SHERIFF of any corrections, modifications, or cancellations necessary with regards to information or data entered by the SHERIFF into NCIC and FCIC Information Systems.
7. SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT FCIC Coordinator (FAC) or designee will be responsible for reviewing the monthly validation report and ensuring all records are accurate and still active. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT FAC or designee will attempt to contact the victim to ensure the record is still valid.
8. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT FAC will be responsible for performing Second Party Verification on all entries made on SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT's behalf.
9. The SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT will have a person available to verify reports for the SHERIFF Teletype Section when a Hit Confirmation is received on a SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT entry. If the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT is unable to provide a person with twenty-four hour report access for verification, the reporting officer from the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT, at the time the report is taken, will need to fax or send via CJNET to [SSOteletypex@flcjin.net](mailto:SSOteletypex@flcjin.net) the entire report including supplemental reports, so that SHERIFF teletype personnel can do the verification after hours. All reports and supplements must contain all mandatory required fields according to the FCIC Operating Manual. Any request by the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT to cancel an entry will need to be made via the CJNET email [SSOteletypex@flcjin.net](mailto:SSOteletypex@flcjin.net). When the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT obtains a Records Management System (RMS), access to the RMS will be provided to the SHERIFF teletype section for the purpose of performing after hour hit confirmations.
10. The term of this agreement shall be for one (1) year, commencing on the date the agreement is signed, and from year to year hereafter unless sooner terminated.
11. Either party may terminate this agreement upon thirty (30) days written notice except that the SHERIFF may terminate this agreement immediately and without notice upon finding that the SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT has violated the terms of this Agreement.
12. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed by proper officers and officials.

SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

SARASOTA COUNTY SHERIFF'S  
OFFICE

\_\_\_\_\_  
BY: Bridget Ziegler, Chair

\_\_\_\_\_  
BY: Tom Knight, Sheriff

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Content,  
August 14, 2018, by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: ASH

APPROVED AS TO FORM AND CONTENT

BY: Crystal Bailey 8.24.2018  
CRYSTAL H. BAILEY                      DATE  
SENIOR ASSISTANT GENERAL COUNSEL