

INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") effective on June 1, 2023 is between the Polk County Sheriff's Office (hereinafter the "PCSO") and the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida, for and on behalf of the Dundee Fire Department ("DFD").

WITNESSETH:

WHEREAS, PCSO presently has the benefit of access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III), all hereafter collectively referred to as FCIC, via network connectivity to the FDLE;

WHEREAS, DFD has access FCIC and state/national criminal justice information for the administration of criminal justice;

WHEREAS, DFD has agreed to comply with the U.S. Department of Justice, FBI Criminal Justice Information Services (CJIS) Security Policy.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. The Recitals to this Agreement are incorporated herein by this reference with the same force and effect as if set forth in full.
2. DFD agrees to comply with all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said network connection.

3. DFD agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and PCSO, a copy of which is attached hereto as Exhibit A.

4. DFD agrees that only authorized OIG personnel shall access FCIC information and the network connection for the review of criminal justice information.

5. This Agreement will remain in force until FDLE has determined that a new agreement is required with PCSO. At such event, PCSO will submit a new agreement for execution.

6. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of DFD, to:

Town of Dundee
Att: Town Manager
Post Office Box 1000
Dundee, Florida 33838

In case of PCSO, to:

Polk County Sheriff's Office
Att: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

Initial: _____

Initial: _____

8. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

9. This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

11. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

12. This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

13. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

WITNESS TO ANDRIA MCDONALD

Date: _____

APPROVED AS TO FORM:
BY SHERIFF'S COUNSEL

TOWN OF DUNDEE
By Sam Pennant, Mayor

ATTEST
By Town Clerk

Initial: _____

Initial: _____

Witness to Sam Pennant

Date: _____

APPROVED AS TO FORM

BY _____
Town of Dundee Attorney
