

# **MEMORANDUM OF UNDERSTANDING**

BY AND BETWEEN

**THE SARASOTA COUNTY SHERIFF'S OFFICE**

AND

**THE CITY OF NORTH PORT, FLORIDA**

ON BEHALF OF

**THE NORTH PORT POLICE DEPARTMENT**

FOR INVESTIGATIONS INTO

**EMPLOYEE CRIMINAL ACTIVITY, USE OF DEADLY FORCE, AND IN-CUSTODY DEATHS**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") 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 North Port, Florida** ("City") located at 4970 City Hall Boulevard, North Port, Florida 34286, on behalf of the North Port Police Department ("NPPD") located at 4980 City Hall Boulevard, North Port, Florida 34286, for the purpose of rendering objective review of criminal investigations, use of deadly force, and in-custody deaths involving members of NPPD and occurring within the City limits or within unincorporated Sarasota County, Florida, and shall become effective as of the date last signed below.

## **WITNESSETH**

**WHEREAS**, both the SCSO and the City (collectively, the "Parties") acknowledge the importance of ensuring a thorough, fair, and objective review of investigations into criminal activity, use of deadly force, and in-custody deaths involving members of NPPD and occurring within the City limits or within unincorporated Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge the need for more certainty regarding which agency shall handle criminal investigations involving NPPD and its employees while within the City limits or unincorporated portions of Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge that NPPD's law enforcement officers, in performance of their duties, may be called upon to use deadly force; and

**WHEREAS**, the Parties acknowledge that persons arrested and taken into custody by NPPD law enforcement officers may expire while in such custody, irrespective of whether deadly force was used upon such persons; and

**WHEREAS**, thorough investigation, collection of evidence, and objective analysis are imperative to assure that justice is served; and

**WHEREAS**, there are portions of the City located within the jurisdictional confines of Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge that the SCSO is the most appropriate agency to assist NPPD in investigating occasions in which NPPD employees engage in criminal activity, use deadly force, or have an arrestee die while in custody only if such criminal activity, use of deadly force, or in-custody death occurs within City limits or unincorporated Sarasota County, Florida.

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

1. An express request made by the Chief of NPPD to the Sheriff of SCSO may initiate investigative and forensic involvement, assistance, and/or coordination by SCSO for the following predicate events (“Predicate Events”):
  - a. An investigation into whether any NPPD employee has engaged in criminal activity within the City limits or within unincorporated Sarasota County. This section shall specifically exclude all civil or criminal traffic investigations unless expressly agreed to by the SCSO;
  - b. The use of deadly force by any NPPD law enforcement officer who is acting in the line of duty; or
  - c. The death of an arrestee while in the care, custody, or control of any NPPD employee; or the death of an arrestee shortly after being in the care, custody, or control of any NPPD employee; or the death of an intended arrestee during an arrest attempt by any NPPD employee.
2. If any Predicate Event occurs, the ranking NPPD member on the scene shall ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, Medical Examiner’s Office (“MEO”) personnel, State Attorney’s Office (“SAO”) personnel, investigating SCSO members and other law enforcement investigators assisting the SCSO shall be permitted inside the crime scene perimeter. The SCSO shall dispatch its Shooting Investigation Team to initiate an investigation and to coordinate crime laboratory services at the scene. The SCSO shall notify the SAO as soon as reasonably possible.
3. If notified by the Sheriff that any of the Predicate Events have occurred, SCSO’s Shooting Investigation Team Leader or designee shall immediately implement an investigation pursuant to SCSO’s procedures governing investigations into the use of deadly force by a law enforcement officer and incidents of in-custody deaths. SCSO shall promptly coordinate the dispatch of SCSO’s Shooting Investigation Team with the appropriate crime laboratory personnel, MEO personnel, SAO personnel and any additional law enforcement personnel which are required.
4. Pending arrival of SCSO’s Shooting Investigation Team, the ranking NPPD member shall ensure that the scene remains secured, that physical evidence and documentation is

protected and preserved, and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking NPPD member shall ensure that arrested persons at the scene are detained pending the arrival of SCSO's Shooting Investigation Team. The ranking NPPD member shall also provide any assistance requested by SCSO during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking NPPD member shall also coordinate with local law enforcement in any necessary crowd control efforts.

5. Upon arrival, the SCSO shall assume operational control of investigations and forensic assistance or coordination initiated pursuant to this MOU. The SCSO may request the assistance of personnel from the NPPD or other law enforcement agencies.
6. The NPPD shall retain overall control and responsibility for any internal or administrative investigations initiated in response to the enumerated Predicate Events. However, all criminal investigative efforts take precedence over any internal or administrative investigations conducted by the NPPD. To help ensure the integrity of the criminal investigation, NPPD's internal or administrative investigation shall be initiated only after the criminal investigation is concluded or when otherwise specifically authorized by SCSO's Shooting Investigation Team.
7. To protect *Garrity* rights, the NPPD shall not provide any internal reports or statements of any NPPD personnel involved in the subject incident to the criminal investigative team or any SAO personnel until specifically authorized by SCSO's Shooting Investigation Team and General Counsel. SCSO's Shooting Investigation Team and General Counsel may consult with the SAO to determine whether such statement may adversely impact any subsequent criminal prosecution. However, SCSO's Shooting Investigation Team and General Counsel shall make the final determination regarding the use of such statements in SCSO's investigation.
8. The NPPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referring to the investigative process. At the appropriate stage(s) of an investigation initiated under this MOU, the SCSO shall forward copies of all investigative reports and investigative summaries to the SAO and the NPPD for review. Transmission of reports and summaries shall be done to preserve any applicable exemptions from public disclosure and to maintain applicable confidentiality of information. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to ensure that disclosure, if any, is appropriate and timely.
9. The SCSO shall submit all final reports to the SAO for review. The SCSO shall report the material factual findings of the investigation but shall not offer recommendations or reach legal conclusions concerning whether the force used, if any, was justified.

10. The Parties acknowledge that the SAO or another law enforcement agency may assert primary jurisdiction and responsibility for investigations such as are contemplated in this MOU. Absent the consent of the agency with primary jurisdiction, the SCSO and the NPPD shall defer to that agency and refrain from participation in the investigation of the incident, but the SCSO shall provide forensic assistance as requested by the lead investigating agency.
11. This MOU represents the entire agreement and understanding between the Parties on this subject matter. This MOU supersedes all prior agreements, representations, and understandings between the Parties whether oral or written, expressed or implied including the Memorandum of Understanding with the effective date of June 22, 2015, which shall terminate upon the signing of this MOU. Any alteration or amendment of the provisions of this MOU shall be in writing, duly signed by authorized personnel of each of the Parties and attached to the original of this MOU. Either Party may terminate this MOU upon providing written notice which clearly states the date of termination upon the other Party.
12. This MOU 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.
13. Non-Discrimination. Neither 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. Neither Party shall administer this MOU 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 or expression, or physical characteristic.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be duly executed by its authorized representatives as of the dates signed below.

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[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

**SARASOTA COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
KURT A. HOFFMAN  
SHERIFF

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

**APPROVED AS TO FORM AND CONTENT**

\_\_\_\_\_  
CRYSTAL BAILEY  
GENERAL COUNSEL

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

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Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2021.

**CITY OF NORTH PORT, FLORIDA  
ON BEHALF OF  
NORTH PORT POLICE DEPARTMENT**

\_\_\_\_\_  
GISELE “JILL” LUKE  
MAYOR

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

**ATTEST**

**APPROVED AS TO FORM AND CONTENT**

\_\_\_\_\_  
HEATHER TAYLOR, CMC  
CITY CLERK

\_\_\_\_\_  
AMBER L. SLAYTON  
CITY ATTORNEY

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

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