

# MEMORANDUM OF UNDERSTANDING

Between

North Port Police Department and Sarasota K9 Search & Rescue, Inc.

This Memorandum of Understanding is entered into by and between North Port Police Department, hereinafter referred to as NPPD and Sarasota K9 Search & Rescue, Inc a 501(c)(3) non-profit organization located in Sarasota County, hereinafter referred to as SSAR.

Purpose: The purpose of this MOU is to establish a mutual goal of providing prompt and reliable search and rescue services to the community and citizens of North Port.

## I. Description of Agencies

NPPD is a law enforcement agency that serves the citizens and city of North Port which is located in Sarasota County.

SSAR is an all-volunteer search & rescue team of highly trained members and K9s that assist Law Enforcement to search for missing persons. Their mission is to assist local, state and national Law Enforcement/First Responders with a professional, well-organized, well trained team that has a strong bond to ensure the safest and most positive outcome to each and every mission. By partnering with K-9s to find missing persons and by serving the community through educational programs. SSAR's training and certifications are compliant with County, State and National SAR Levels.

## II. Roles and Responsibilities

Now, THEREFORE, it is hereby agreed by and between NPPD and SSAR to establish the following:

NPPD will have situations that come about that will require the use of SSAR services. If the situations arise NPPD will contact SSAR and request the prompt services through mutually established contact(s).

NPPD will convey all pertinent information for SSAR to determine the resources necessary to assist in the search (deployment).

NPPD can request any documentation from SSAR for Insurance, county contract or any/all members and K9s trainings/certifications.

NPPD may request that SSAR perform in-service training with NPPD employees for updated resource information.

SSAR will use information conveyed by NPPD to determine resources needed to assist and convey prompt arrival time(s) and the resources arriving.

SSAR will ensure all responding members and K9s are trained and currently certified to be a qualified resource.

SSAR will respect the sensitivity of NPPD's cases and never speak to the media, the public, nor other team members about the details of any searches done for NPPD without the written consent of NPPD.

SSAR will not arrive on any scene unless NPPD and their acting agent has requested SSAR's services.

At the conclusion of each deployment, SSAR will provide NPPD with any and all paperwork, unit logs, and maps to be used for documentation of the search.

SSAR agrees to provide the above described services without compensation from NPPD or its citizens.

SSAR members, who deploy and work searches with NPPD, will ensure they are available for any and all questioning, depositions and court testimony, as needed for those cases.

**III. Volunteer Status**

The SSAR shall perform the services provided under this Agreement as an independent volunteer group and nothing contained herein shall in any way be construed to constitute the SSAR, its officers, employees, members, agents or volunteers to be representatives, agents, or employees of the City of North Port.

**IV. No Assumption of Liability**

The CITY shall neither be responsible for nor incur any liability for the actions, inactions, omissions or commissions of the SSAR or any of its officers, employees, agents, members or volunteers in performing under this Agreement.

**V. Indemnity**

SSAR shall indemnify and hold harmless the City of North Port and its officials, employees and agents from and against any and all actions, demands, suits, claims, losses, damages, costs, liabilities, obligations, expenses and attorney's fees which may arise out of any negligence, recklessness, or intentional misconduct of the SSAR and its members, employees, agents or volunteers, in the performance or the failure to perform under the terms of this Agreement.

**VI. Term**

The roles and responsibilities described above will begin, January 10, 2017 and carry through for three (3) years. This agreement can be extended, cancelled or modified at any time. Each party will provide the same in writing to each party. If either party wishes to cancel this agreement they must provide, in writing, notice thirty (30) days prior to cancellation date.

We the undersigned have read and agree with this MOU.

BY: \_\_\_\_\_  
Jonathan Lewis, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Tami Treadway, SSAR President  
Team Leader

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Patsy C. Adkins, MMC  
City Clerk

\_\_\_\_\_  
Date

Approved as to form and correctness

BY:

\_\_\_\_\_  
Mark Moriarty  
City Attorney

\_\_\_\_\_  
Date