

# 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  
THE APPOINTMENT OF DEPUTY SHERIFFS

**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 outlining the duties and responsibilities of NPPD law enforcement officers who are appointed as deputy sheriffs by the SCSO.

**WHEREAS**, the Sheriff of Sarasota County, Florida is an elected and independent constitutional officer for Sarasota County, Florida as outlined by Art. VIII, §1, Fla. Const., who acts as the head of agency for the SCSO; and

**WHEREAS**, §30.07, Fla. Stat. (1927), empowers sheriffs to appoint deputy sheriffs as defined in §30.072, Fla. Stat. (1995), ("DEPUTY SHERIFF(S)") to act under him, and, who once appointed, shall have the same powers, duties, and obligations as the sheriff as outlined in Ch. 30, Fla. Stat.; and

**WHEREAS**, NPPD is a department of the CITY, and a law enforcement agency that employs law enforcement officers certified under Ch. 943, Fla. Stat.; and

**WHEREAS**, NPPD has a need, from time to time, for a certain number of its law enforcement officers to exercise the powers, duties, and obligations of a DEPUTY SHERIFF within Sarasota County, Florida; and

**WHEREAS**, the CITY desires to have some of its law enforcement officers appointed by the Sheriff and empowered as DEPUTY SHERIFFS in Sarasota County, Florida; and

**WHEREAS**, the Sheriff of Sarasota County, Florida is willing to appoint as DEPUTY SHERIFFS in Sarasota County, Florida, a specific number of NPPD's law enforcement officers, so long as the NPPD law enforcement officers agree to strictly abide by the terms of this MOU.

**NOW THEREFORE**, the SCSO and the CITY, on behalf of the NPPD and its law enforcement officers who are appointed by the Sheriff of Sarasota County, Florida as DEPUTY SHERIFFS, agree as follows:

**SECTION I: APPOINTMENT AS DEPUTY SHERIFF**

1. The CITY shall be responsible for ensuring that all candidates for appointment or re-appointment as DEPUTY SHERIFFS meet all criteria as law enforcement officers as outlined by Ch. 943, Fla. Stat.
2. The Sheriff of Sarasota County, Florida has the sole and exclusive discretion, upon the request of the NPPD, to appoint or re-appoint NPPD's law enforcement officers, as an appointed DEPUTY SHERIFF.
3. The term for an appointed DEPUTY SHERIFF shall begin once the law enforcement officer meets all legal appointment requirements and is sworn in by the Sheriff of Sarasota County, Florida and shall end on December 31st of the same year.
4. Prior to the end of each calendar year, the NPPD shall deliver to the SCSO's Human Resources Director a current list of appointed DEPUTY SHERIFFS and a list of any law enforcement officers for which the CITY seeks appointment. A determination shall then be made by the SCSO regarding appointment or re-appointment based on law enforcement need.
5. Re-appointments to DEPUTY SHERIFF shall not automatically occur. Each appointed DEPUTY SHERIFF shall be re-sworn each calendar year in order for re-appointment to continue.
6. The SCSO reserves the right to revoke any appointment for any reason, at any time, effective immediately. If the SCSO revokes a DEPUTY SHERIFF's appointment prior to completion of the appointment term, the SCSO shall immediately notify the NPPD in writing by sending an email followed by a certified letter, return receipt requested. The revocation shall become effective upon notification to either the appointed DEPUTY SHERIFF or NPPD's Chief of Police. If the revocation is delivered to the NPPD, it shall be the responsibility of the NPPD to notify its law enforcement officer of said revocation.
7. The revocation of any appointment shall occur immediately upon receipt by the Sheriff of Sarasota County, Florida of a written request from the NPPD stating a desire for that appointed DEPUTY SHERIFF's appointment to be revoked. It shall be the responsibility of the NPPD to notify its law enforcement officer of said revocation.

8. Appointment shall only be in effect so long as the appointed DEPUTY SHERIFF is in good standing with his/her agency.
9. The appointment of any DEPUTY SHERIFF shall automatically and immediately terminate whenever the DEPUTY SHERIFF is fired, resigns, has a separation of employment, is placed on leave, or is suspended.
10. Each appointed DEPUTY SHERIFF shall adhere to all laws in effect in Sarasota County, Florida while operating in Sarasota County, Florida.
11. Each appointed DEPUTY SHERIFF, while operating in Sarasota County, Florida, regardless of assigned rank with the NPPD, shall operate with the rank of deputy within the SCSO for chain of command purposes.
12. When feasible and upon request, the SCSO shall make reasonable efforts to assist the appointed DEPUTY SHERIFF while operating in the capacity of a DEPUTY SHERIFF in Sarasota County, Florida.
13. Each appointed DEPUTY SHERIFF shall make best efforts to limit law enforcement action within Sarasota County, Florida to the active NPPD operation or to responding to a breach of the peace that requires immediate law enforcement action.
14. Each appointed DEPUTY SHERIFF taking law enforcement action in Sarasota County, Florida, in response to a breach of the peace, shall immediately contact an SCSO Watch Commander by calling the SCSO non-emergency line.
15. The NPPD shall notify the SCSO's Law Enforcement Division Commander by phone any time the NPPD knows that an appointed DEPUTY SHERIFF will operate as a DEPUTY SHERIFF in Sarasota County, Florida.
16. Any complaint filed with the SCSO's Internal Affairs office concerning a DEPUTY SHERIFF shall be forwarded by the SCSO to the NPPD for investigation, and any corresponding discipline or employment action shall exist exclusively with the NPPD and the CITY.
17. The CITY shall ensure that each candidate for appointment or re-appointment has read this MOU, understands its terms, and agrees to the terms prior to appointment or re-appointment.

## **SECTION II: INDEMNIFICATION, LIABILITY, AND SOVEREIGN IMMUNITY**

1. The CITY, the NPPD, and all appointed DEPUTY SHERIFFS shall release and hold harmless the Sheriff of Sarasota County, Florida; the SCSO; any employee, agent, or officer of the SCSO; Sarasota County, Florida; and/or any employee, agent, or officer of Sarasota

County, Florida for any liability, cost, expense, claim, cause of action, judgment, attorney fee, or order whatsoever arising from any DEPUTY SHERIFF operating in Sarasota County, Florida.

2. To the extent allowable by law, without waiving sovereign immunity protections afforded to the CITY and the NPPD, and up to the limits contained within Ch. 768, Fla. Stat., the NPPD shall indemnify the Sheriff of Sarasota County, Florida; the SCSO; any employee, agent, or officer of the SCSO; Sarasota County, Florida; and/or any employee, agent, or officer of Sarasota County, Florida for any liability, cost, expense, claim, cause of action, damage, judgment, attorney fee, or order whatsoever arising from any negligent act or omission of an appointed DEPUTY SHERIFF taking law enforcement action in Sarasota County, Florida.
3. The CITY shall bear the cost of NPPD's law enforcement officers' pay, benefits, equipment, and repairs.
4. The appointment or re-appointment of NPPD law enforcement officers shall not create any employment right, benefit right, compensation right, civil service right, grievance right, or collective bargaining right with the SCSO. Any claim to any right mentioned herein shall exist expressly with the CITY and the NPPD and expressly not with the SCSO. Nothing contained in this MOU creates any entitlement to any of these rights from the SCSO.
5. Any Workers' Compensation claim by a DEPUTY SHERIFF arising from action occurring within Sarasota County shall be filed with the CITY. Nothing contained in this MOU creates any entitlement to Workers' Compensation from the SCSO.

### **SECTION III: TERM AND MODIFICATION OF THE MOU**

1. This MOU shall become effective on the last date signed by the SCSO and the CITY, (collectively, the "Parties"), below.
2. This MOU shall remain in full force and effect unless otherwise terminated in writing with written notice to all Parties.
3. This MOU may only be modified in writing and upon signature of all Parties.

### **SECTION IV: MISCELLANEOUS TERMS**

1. This MOU reflects the complete understanding of the Parties. This MOU shall supersede all other prior agreements, whether written or oral, including the *Memorandum of*

*Understanding for the Appointment of Deputy Sheriffs* with the effective date of March 3, 2020, which shall terminate upon the execution of this MOU .

2. Neither the CITY nor the NPPD shall assign its obligations, responsibilities, or benefits of this MOU to any third party, or in any manner contract for the provision of services required to be performed herein by a third party without the express written consent of the SCSO, which consent may be withheld in the sole discretion of the SCSO.
3. If any provisions of this MOU shall be deemed invalid, all other portions shall remain fully enforceable.
4. The laws of the State of Florida shall govern this MOU, and the duties and responsibilities set forth in this MOU shall be performed in a manner that is constitutionally permissible.
5. This MOU may be executed in identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this MOU, it shall not be necessary to produce or account for more than one such counterpart.
6. The contact information contained within *Exhibit A* may be periodically updated without executing amendments to the MOU.
7. Neither 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.

**IN WITNESS WHEREOF**, the Parties have entered into this MOU and have caused this MOU to be executed by the duly authorized undersigned officers, as of the date last signed below.

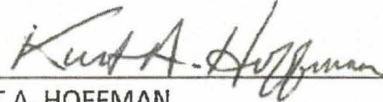
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# MEMORANDUM OF UNDERSTANDING

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  
THE APPOINTMENT OF DEPUTY SHERIFFS  
-SIGNATURE PAGE-

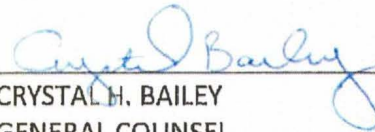
SARASOTA COUNTY SHERIFF'S OFFICE



KURT A. HOFFMAN  
SHERIFF

DATE: 5-19-21

APPROVED AS TO FORM AND CONTENT



CRYSTAL H. BAILEY  
GENERAL COUNSEL

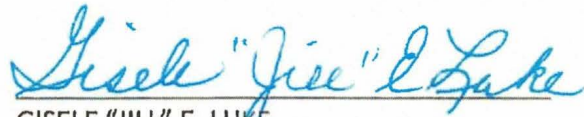
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# MEMORANDUM OF UNDERSTANDING

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  
THE APPOINTMENT OF DEPUTY SHERIFFS  
-SIGNATURE PAGE-

Approved by the City Commission of the City of North Port, Florida on May 11, 2021.

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



GISELE "JILL" E. LUKE  
MAYOR

DATE: May 11, 2021

ATTEST:

APPROVED AS TO FORM AND CONTENT



*Ftd* HEATHER TAYLOR, CMC  
CITY CLERK

DATE: May 11, 2021



AMBER L. SLAYTON  
CITY ATTORNEY

DATE: May 17, 2021

## EXHIBIT A

### CONTACT LIST AS OF 2/10/2021

#### SARASOTA COUNTY SHERIFF'S OFFICE

Kurt A. Hoffman  
Sheriff  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Kurt.Hoffman@sarasotasheriff.org](mailto:Kurt.Hoffman@sarasotasheriff.org)  
Telephone: (941)861-4008

#### SARASOTA COUNTY SHERIFF'S OFFICE

Crystal H. Bailey  
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Telephone: (941)861-4059

#### SARASOTA COUNTY SHERIFF'S OFFICE

Major Brian Woodring  
Law Enforcement Division Commander  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Brian.Woodring@sarasotasheriff.org](mailto:Brian.Woodring@sarasotasheriff.org)  
Office: (941)861-4223  
Cell: (941)539-8557

#### SARASOTA COUNTY SHERIFF'S OFFICE

Staci Pickavance  
Human Resources Director  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Staci.Pickavance@sarasotasheriff.org](mailto:Staci.Pickavance@sarasotasheriff.org)  
Telephone: (941)861-4262

#### SARASOTA COUNTY SHERIFF'S OFFICE

Non-Emergency Line  
Public Safety Communications  
Telephone: (941)316-1201

#### NORTH PORT POLICE DEPARTMENT

Todd R. Garrison  
Chief of Police  
4980 City Hall Boulevard  
North Port, Florida 34286  
[TGarrison@northportpd.com](mailto:TGarrison@northportpd.com)  
Telephone: (941)429-7300

#### NORTH PORT POLICE DEPARTMENT

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Deputy Chief  
4980 City Hall Boulevard  
North Port, Florida 34286  
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Telephone: (941)429-7319

#### CITY OF NORTH PORT, FLORIDA

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#### CITY OF NORTH PORT, FLORIDA

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