

**INTERLOCAL AGREEMENT  
BETWEEN THE SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT AND  
THE CITY OF NORTH PORT, FLORIDA FOR  
FACILITATING INVESTIGATIONS OF SHOOTING INCIDENTS**

This Interlocal Agreement ("Agreement") is entered into by and between the Sarasota County Schools Police Department ("SCSPD") and the City of North Port, Florida ("City") on behalf of the North Port Police Department ("NPPD"), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter.

WHEREAS, the parties acknowledge that SCSPD law enforcement officers, in the 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 SCSPD law enforcement officers may expire while in such custody, irrespective of whether deadly force was used upon such persons; and

WHEREAS, the parties agree that in all such incidents, thorough investigation, collection of evidence, and objective analysis are imperative to assure that justice is served; and

WHEREAS, the SCSPD is responsible for the security of schools operated by the School Board located within the jurisdictional confines of the City; and

WHEREAS, the parties agree that NPPD is the most appropriate agency to assist the SCSPD in investigating incidents occurring in the jurisdictional confines of the City where an SCSPD law enforcement officer, in the performance of their duties, shoots a person or an arrestee expires while in SCSPD custody.

NOW THEREFORE, the Sarasota County Schools Police Department and the City of North Port, Florida agree as follows:

1. Predicate Events. The occurrence of any of the following predicate events in the City at a school under the responsibility of the SCSPD will initiate investigative and forensic involvement, assistance, and coordination by the NPPD:
  - a. The shooting of a person by an SCSPD law enforcement officer acting in the line of duty;
  - b. The death of a person while in the care, custody, or control of an SCSPD law enforcement officer;
  - c. The death of an arrestee while in the care, custody, or control of an SCSPD law enforcement officer; or
  - d. The death of an intended arrestee during an arrest attempt by an SCSPD law enforcement officer.
2. Upon the occurrence of any of the predicate events identified herein, the ranking SCSPD member on the scene will 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 personnel, State Attorney personnel,

investigating NPPD members, and other law enforcement investigators assisting the NPPD will be permitted inside the crime scene perimeter. The ranking SCSPD member will then ensure that NPPD is promptly contacted and requested to dispatch an NPPD Shooting Investigation Team to initiate an investigation and to coordinate crime laboratory services at the scene. NPPD will notify the Office of the State Attorney as soon as reasonably possible.

3. Pending arrival of the NPPD Shooting Investigation Team, the ranking SCSPD member will 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 sequestered pending initial interview. If feasible, the ranking SCSPD member will ensure that arrested persons at the scene are detained pending the arrival of the NPPD Shooting Investigation Team. The ranking SCSPD member will also provide any assistance requested by NPPD during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved SCSPD personnel, as well as the securing of any other evidence. The ranking SCSPD member will also coordinate with all law enforcement in any necessary crowd control efforts.
4. Upon receipt of notification from the SCSPD that any of the predicate events identified herein have occurred, the NPPD Shooting Investigation Team Leader or designee will immediately implement an investigation pursuant to NPPD procedures. NPPD will promptly coordinate the dispatch of the appropriate personnel, including but not limited to the NPPD Shooting Investigation Team, NPPD crime laboratory personnel, medical examiner personnel, Office of the State Attorney personnel, and any additional law enforcement personnel which are required.
5. NPPD will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Agreement. NPPD may request the assistance of SCSPD personnel or personnel from other law enforcement agencies.
6. The SCSPD will retain overall direction and responsibility for any internal or administrative investigations initiated in response any of the predicate events identified herein. However, the parties agree that the criminal investigative efforts take precedence over any internal or administrative investigations conducted by the SCSPD. No internal report or statement authored or obtained by SCSPD personnel involved in the predicate event shall be provided, or its contents revealed, to the criminal investigative team or the Office of the State Attorney until such time as the NPPD Shooting Investigation Team and the City Attorney's Office agree that the criminal investigation will not be adversely impacted. The NPPD Shooting Investigation Team and the City Attorney's Office may consult with the Office of the State Attorney to determine whether such statement may adversely impact any subsequent criminal prosecution. However, the NPPD Shooting Investigation Team and the City Attorney's Office will make the final determination regarding use of such statements in NPPD's investigation. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the SCSPD's internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the NPPD Shooting Investigation Team.
7. Except as otherwise prohibited by law, the SCSPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Agreement, NPPD will forward copies of all investigative reports and investigative summaries to

the Office of the State Attorney having jurisdiction over the case and to the SCSPD for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely.

8. NPPD will submit all final reports to the Office of the State Attorney for review. NPPD will report the material factual findings of the investigation but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.
9. The parties acknowledge that the Office of the State Attorney, or other law enforcement agency, may have primary jurisdiction and responsibility for an investigation and not the NPPD as contemplated under this Agreement. Absent the consent of the agency with primary jurisdiction, NPPD and the SCSPD will defer to that agency and refrain from participation in the investigation of the incident. The NPPD will provide forensic assistance as requested by the lead investigating agency.
10. This Agreement represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this Agreement shall be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this Agreement.
11. This Agreement shall become effective upon full execution by the parties, and may be terminated upon thirty (30) days written notice to the non-terminating party or by written mutual agreement of the parties. Any notice of termination shall be sent to the non-termination party's Chief of Police by U.S. mail, return receipt requested.
12. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not involve the transfer or payment of funds.
13. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. SCSPD shall not administer this Agreement 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.
14. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
15. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

16. Should any provision of contained herein be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this agreement shall not be affected thereby.
17. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.



\_\_\_\_\_  
Timothy Enos, Chief of Police  
Sarasota County Schools Police Department

8/12/19

\_\_\_\_\_  
Date

Approved for Legal Content  
May 6, 2019, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

\_\_\_\_\_  
Christopher Hanks, Mayor  
City of North Port, Florida

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kathryn Wong, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Amber L. Slayton, City Attorney