

MEMORANDUM OF UNDERSTANDING

WHEREAS, North Port Police Department and Peace River K9 Search and Rescue (PR SAR), collectively "Partners" have come together to collaborate and to serve a public need for Search and Rescue Services; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which North Port Police Department will be the lead agency; and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I. Description of Partner Agencies

North Port Police Department is a law enforcement agency that serves the City and citizens of North Port which is the 3rd largest city in Sarasota County.

PR SAR is a 501 (c)(3) non-profit, all volunteer charitable organization that has been operating and providing Search and Rescue Services in the State of Florida and the surrounding vicinities since 2005. Its mission is to assist local, state, military and federal agencies in the recovery of lost, missing and abducted persons in urban, wilderness, natural and man-made disasters, and proactively educate response agencies and the community on Search and Rescue.

PR SAR is NIMMS compliant, and its teams follow the standards set forth by Federal and State law as well as the North American Police Work Dog Association (NAPWDA) and the National Association for Search and Rescue (NASAR). PR SAR is ASTM compliant and fully insured. Many of its members are SARTECH II or higher, and all of the members of our deployment team carry equipment so that they can be self-reliant for 48 hours or more.

PR SAR has the following resources available: Urban and Wilderness K9 teams for tracking, trailing and area search (live find); Urban and Wilderness K9 Teams for Cadaver location and recovery, K9 Water Recovery Team, Mounted Horse Teams, Mountain Bike Team, Land Support (Grid Searching and Clue Recovery) Team. Additionally, PR SAR utilizes a Carolina Flats boat equipped with side scan sonar, a mobile tactical trailer, and several UAV. PR SAR can provide basic recovery services for those injured and or trapped, but cannot provide advanced medical care or extraction.

II. History of Relationship

North Port Police Department and PR SAR have a mutual goal of providing prompt, reliable and comprehensive search and rescue services to the community. They are forming this partnership in order to more effectively serve the community served by the North Port Police Department.

III. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

North Port Police Department will have situations that arise that may benefit from the utilization of the services offered by PRSAR.

When such situations arise, North Port Police Department will contact PRSAR and request services (Mission).

North Port Police Department will fully inform PRSAR of all aspects of the search necessary to allow PRSAR to determine which services and equipment can best be deployed or utilized to assist in said Mission.

PRSAR will promptly deploy said resources to a staging location selected by North Port Police Department.

PRSARs will appoint an incident commander who will be responsible for reporting directly to the North Port Police Department.

PRSAR's incident commander will be responsible for directing all PRSAR resources consistent with the objectives and direction provided by the North Port Police Department.

PRSAR will continue to provide services throughout the Mission until dismissed or released by the North Port Police Department

At the conclusion of the Mission, PRSAR will promptly provide the North Port Police Department with any and all necessary forms and reports requested, and will fully cooperate with any further requests for information.

Upon request, PRSAR will provide the North Port Police Department with copies of any insurance policies of the organization, and/or any individual certifications or licenses of its members.

IV. Volunteer Status

The PRSAR 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 PRSAR, its officers, employees, members, agents or volunteers to be representatives, agents, or employees of the City of North Port.

V. No Assumption of Liability

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

VI. Indemnity

PRSAR 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 PRSAR and its members, employees, agents or volunteers, in the performance or the failure to perform under the terms of this Agreement.

VII. Term

The roles and responsibilities described above will begin on January 10, 2017, and carry through June 30, 2020. This agreement can be extended, canceled or modified at any time during the time period specified, by providing the same in writing to the other partner,

VIII. Commitment to Partnership

- 1) The collaboration service area includes all areas served and in the jurisdiction of North Port Police Department.
- 2) The partners agree to collaborate and provide Search and Rescue services to those in need of rescue and/or recovery.
- 3) PRSAR agrees to provide said services without compensation.
- 4) We the undersigned have read and agree with this MOU.

By: _____
Jonathan Lewis, City Manager Date

By: _____
Michael Hadsell, President Date
Peace River K9 Search and Rescue

ATTEST: _____
Patsy C. Adkins, MMC Date
City Clerk

Approved as to form and correctness

BY: _____
Mark Moriarty, City Attorney Date