

MEMORANDUM OF UNDERSTANDING
FOR THE APPOINTMENT OF DEPUTY SHERIFFS

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the **City of North Port, Florida** (hereinafter referred to as "CITY") located at 4970 City Hall Boulevard, North Port, Florida 34286 and **Tom Knight, Sheriff of Sarasota County, Florida** (hereinafter referred to as the "SHERIFF") located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232 for the purpose of outlining the duties and responsibilities of the CITY's law enforcement officers who are appointed as Deputy Sheriffs by the SHERIFF pursuant to the SHERIFF's statutory authority.

WHEREAS, the SHERIFF is the elected and independent Constitutional officer for Sarasota County as outlined by Art. VIII, §1, Fla. Const., and oversees the Sarasota County Sheriff's Office, (hereinafter referred to as the "SCSO"); and

WHEREAS, §30.07, Fla. Stat. (1927), empowers the SHERIFF to appoint Deputy Sheriff's as defined in §30.072, Fla. Stat. (1995), (hereinafter referred to as "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, the City of North Port Police Department (hereinafter referred to as the "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, the 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; 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; and

WHEREAS, the SHERIFF is willing to appoint as DEPUTY SHERIFFS in Sarasota County, 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 NPPD and its law enforcement officers who are appointed by the SHERIFF as DEPUTY SHERIFFS agree as follows:

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 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 period for an appointed DEPUTY SHERIFF shall begin once the law enforcement officer is sworn by the SHERIFF and meets all legal appointment requirements and shall end on December 31, 2020.

4. Prior to the end of each calendar year, the CITY shall deliver to the SHERIFF a current list of appointed DEPUTY SHERIFFS and a list of any law enforcement officers for which the CITY seeks appointment. A determination will then be made by the SHERIFF regarding appointment or re-appointment based on law enforcement need.
5. Each appointed DEPUTY SHERIFF shall be re-sworn each calendar year in order for re-appointment to continue.
6. The SHERIFF reserves the right to revoke any appointment for any reason and at any time, effective immediately. If the SHERIFF revokes a DEPUTY SHERIFF's appointment prior to completion of the appointment time period, the SHERIFF shall immediately notify the NPPD in writing. The revocation shall become effective upon notification to either the appointed DEPUTY SHERIFF or the NPPD. 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 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 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 appointed DEPUTY SHERIFF shall automatically and immediately terminate whenever the DEPUTY SHERIFF is fired, resigns, has a separation of employment, is placed on leave, is suspended, or is placed in any type of employee assistance program.
10. Each appointed DEPUTY SHERIFF while operating in Sarasota County, regardless of assigned rank with the NPPD, shall operate with the rank of deputy with the SCSO for chain of command purposes.
11. The NPPD shall notify the SCSO's Bureau Commander any time said agency knows that any appointed DEPUTY SHERIFF will operate as a DEPUTY SHERIFF in Sarasota County.
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.
13. Each appointed DEPUTY SHERIFF shall make best efforts to limit law enforcement action within Sarasota County 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 shall adhere to all laws in effect in Sarasota County while operating in Sarasota County.
15. Each appointed DEPUTY SHERIFF taking law enforcement action in Sarasota County in response to a breach of the peace shall immediately contact the SCSO Watch Commander.
16. The CITY, NPPD, and all appointed DEPUTY SHERIFFS, shall release and hold harmless the SHERIFF; the SCSO; any employee, agent, or officer of the SCSO; Sarasota County; and/or any employee, agent, or officer of Sarasota County for any liability, cost, expense, claim, cause of action, judgment, attorney fee, or order whatsoever arising from any DEPUTY SHERIFF operating in Sarasota County.

