

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH PORT AND THE SARASOTA COUNTY SHERIFF'S OFFICE
REGARDING PRECISION IMMOBILIZATION TECHNIQUE VEHICLES**

This interlocal agreement ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and the Sarasota County Sheriff's Office, a political subdivision of the State of Florida ("SCSO").

WHEREAS, the parties are authorized to enter into interlocal agreements, pursuant to Florida Statutes Chapter 163; and

WHEREAS, the precision immobilization technique was developed to reduce the risks associated with motor vehicle pursuit; and

WHEREAS, the City desires to conduct training for North Port Police Department ("NPPD") officers in the precision immobilization technique; and

WHEREAS, the SCSO is agreeable to loaning the City vehicles outfitted for training in the technique;

NOW THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Term and Termination.** This Agreement shall become effective on October 1, 2019 ("Effective Date") and shall terminate on November 1, 2019. Either party may terminate this Agreement without cause by providing three (3) business days' notice to the other party.
2. **Vehicles.**
 - A. **Vehicles.** Beginning on the Effective Date, the SCSO agrees to loan the City four (4) vehicles outfitted for training in the precision immobilization technique.
 - B. **Use.** The City agrees to limit its use of the vehicles to training NPPD officers in the precision immobilization technique.
 - C. **Return.** No later than the last day of the term of this Agreement, the City agrees to return the vehicles to the SCSO in a condition that enables the vehicles' continued use in training in the precision immobilization technique.
3. **INDEMNIFICATION.** THE CITY AGREES TO INDEMNIFY AND SAVE HARMLESS SCSO, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST SCSO AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE CITY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE CITY'S USE OF SCSO'S VEHICLES UNDER THIS AGREEMENT, UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION CONSTITUTES A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO

A CLAIM UNDER THE TERMS OF THIS SECTION, SCSO MUST PROMPTLY GIVE NOTICE TO THE CITY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY SCSO WITHOUT THE CONSENT OF THE CITY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. **Notices.** Notices provided pursuant to this Agreement shall be provided in writing and sent by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

For the City:

Christopher Morales
Deputy Chief of Police
4980 City Hall Blvd.
North Port, FL 34286
cmorales@northportpd.com

With a copy to:

Amber L. Slayton
City Attorney
4970 City Hall Blvd.
North Port, FL 34286
aslayton@cityofnorthport.com

For SCSO:

Colonel Kurt A. Hoffman
Chief Deputy and General Counsel
6010 Cattleridge Blvd.
Sarasota, FL 34232
Kurt.Hoffman@sarasotasheriff.org

5. **Miscellaneous:**

- A. **Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. **Binding Effect/Counterparts.** 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.
- C. **Governing Law and Venue.** 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.
- D. **No Agency.** 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.
- E. **Severability.** In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or

more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only, are not a part of this Agreement, and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.
- H. Amendment. Except as otherwise provided herein, no modifications or amendments to this Agreement shall be valid unless in writing and executed by the parties.
- I. Non-Discrimination. 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.
- J. Assignment. No party shall assign this Agreement or any right or responsibility herein unless with the written consent of the other party.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by proper officers and officials.

CITY OF NORTH PORT, FLORIDA

APPROVED AS TO FORM AND CORRECTNESS

Christopher Hanks
Mayor

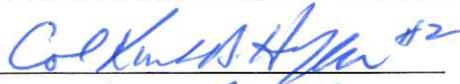
Amber L. Slayton
City Attorney

ATTEST

Kathryn Wong
City Clerk

SARASOTA COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM AND CONTENT



Tom Knight
Sheriff



Crystal H. Bailey
Senior Assistant General Counsel