

MEMORANDUM OF UNDERSTANDING
with Sarasota K9 Search & Rescue, Inc.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of North Port, Florida, hereinafter referred to as the “City” and Sarasota K9 Search & Rescue, Inc., a 501(c)(3) non-profit organization located in Sarasota County, hereinafter referred to as “SSAR.”

RECITALS

WHEREAS, the SSAR is a 501(c)(3) nonprofit, non-government organization comprised of highly trained, highly motivated, nationally certified volunteers and K9s; and

WHEREAS, the mission of SSAR is to strengthen and assist local, state, and national first responders with a professional, well-organized, and well-trained team of handlers and K9s to ensure the safest and most positive outcome of each deployment; and

WHEREAS, SSAR’s training and certifications are compliant with County, State, and National SAR levels, and is available 24-hours a day, 365 days a year, to assist public safety agencies in responding to missing/lost children, walk-away elderly persons, missing despondent persons, human remains detection, evidence searches, and any incident where a coordinated search using air scent, tracking/trailing, or cadaver dogs is needed in a variety of search environments including residential, commercial, disaster, wilderness and water scenes; and

WHEREAS, the North Port Police Department (“NPPD”) is a law enforcement agency and a department of the City; and

WHEREAS, the parties desire to enter into this MOU to establish the terms and conditions under which SSAR will provide the City with search and rescue K9s; and

WHEREAS, the City Commission finds that this MOU serves the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Purpose:** This MOU is to establish the parties’ mutual goal of providing prompt and reliable search and rescue services to the community and citizens of the City of North Port, Florida.
2. **Effective Date/Term:** This MOU become effective on the date the last party to the MOU signs it (“Effective Date”) and shall remain in effect for a term of three years (“Initial Term”). After the Initial Term, and unless otherwise terminated as provided herein, this MOU will automatically renew for additional one year terms thereafter, provided that in no event shall this MOU renew for more than four consecutive one year terms.
3. **Termination:** Either party may terminate this MOU for any or no reason by providing the other party with thirty days advance written notice of the termination. The City Manager or designee may terminate this MOU on behalf of the City.

4. City's Responsibilities:

- A. Upon the need for K9 search and rescue services, contact SSAR using the contact information provided herein and request such services.
- B. When requesting K9 search and rescue services, convey all pertinent information to SSAR in order for SSAR to determine the resources necessary to assist with the request.

5. SSAR's Responsibilities:

- A. Upon receiving a request for services, use the information received to determine the resources required to assist with K9 search and rescue, and inform the NPPD of the expected arrival time and resources to be provided.
- B. Ensure that all resources provided are properly trained and certified.
- C. Respect the sensitivity of NPPD's cases, the subject matter, victim rights under the law, and the privacy of the people served by the NPPD. SSAR must never communicate with the media, the public, or others regarding the details of any services provided to the City or NPPD, or the reasons for providing such services, without the prior written permission of the Chief of Police.
- D. Deploy resources to a location only when requested by the NPPD's acting agent as identified herein.
- E. At the conclusion of each deployment, provide NPPD with all paperwork, unit logs, and maps used or created in furtherance of the deployment.
- F. Carry out the responsibilities of this MOU by providing services and resources to the City and NPPD without compensation.
- G. Upon the request of the NPPD, each member participating in a service or as a resource to the City pursuant to this MOU will be provided for any questioning, deposition, and/or witness testimony, whether in a court of law, pursuant to an investigation, or as otherwise needed.
- H. Provide all documentation requested by the City or NPPD, such as insurance, county contract, or member and K9 training or certification, within a reasonable time and without delay.
- I. Perform in-service training with NPPD employees for updated resource information upon request and as available.

6. Indemnification:

- A. **To the extent permitted by Florida law, SSAR shall indemnify, defend, and hold harmless the City, its commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect,**

or omissions of SSAR, or SSAR's officers, employees, agents, volunteers, participants, and other persons employed or utilized by SSAR in the performance of, or the failure to perform, this MOU.

- B. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).
 - C. Nothing in this MOU shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes, Section 768.28. This MOU does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties. The terms of this section survive the termination of this MOU.
7. Notice: Any notice, request, or communication under this MOU shall be in writing and shall be given to such party at its address listed below or such other address as such party may hereafter specify for the purpose of such to the other party.

If to SSAR: Sarasota K9 SAR
 Tami Treadway - Team Leader
 P.O. Box 51446
 Sarasota, FL 34232
 941-915-0560

If to City: North Port Police Department
 Acting Agent: Deputy Chief Christopher Morales
 4980 City Hall Blvd.
 North Port, FL 34286

With a copy of City of North Port
Demands to: City Attorney
 4970 City Hall Blvd.
 North Port, FL 34286
 northportcityattorney@cityofnorthport.com

8. General Provisions:

- A. Amendments. Either party may request changes to this MOU. No amendment, change, or addendum to this MOU is enforceable unless agreed to in writing by both parties and incorporated into this MOU.
- B. Applicable Law. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this MOU. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this MOU 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.
- C. Complete Agreement. This MOU 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 MOU that are not contained in this document.

- D. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This MOU 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.
- E. Severability. In the event any court shall hold any provision of this MOU 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. 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.
- G. 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. SSAR shall not administer this MOU 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.
- H. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- I. Assignment. SSAR shall not assign this MOU or any right or responsibility therein without the written consent of the City.

(Signatures appear on next page.)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the latest date indicated below.

SARASOTA SEARCH & RESCUE, INC.

BY: [Signature] K93
Tami Treadway
SSAR Team Leader

3/10/2020
Date

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of March 2020, by Tami Treadway.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



CITY OF NORTH PORT, FLORIDA

By: _____
Peter D. Lear, CPA, CGMA
City Manager

Date

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

Heather Taylor, CMC
Interim City Clerk

Amber L. Slayton
City Attorney