

**INTERLOCAL AGREEMENT RELATING TO TRESPASS AUTHORITY
FOR COUNTY OWNED PARKS AND FACILITIES LOCATED WITHIN THE CITY OF NORTH PORT
BY AND BETWEEN SARASOTA COUNTY, FLORIDA AND THE CITY OF NORTH PORT, FLORIDA**

This Agreement is made and entered into by and between the City of North Port, Florida ("City"), a municipal corporation of the State of Florida, on behalf of the City of North Port Police Department, and Sarasota County ("County"), a political subdivision of the State of Florida, each being referred to as "Party" or "Parties".

WHEREAS, the Parties have worked together in a cooperative manner to provide government services to the citizens of the City of North Port at certain County owned properties in the City of North Port; and

WHEREAS, the Parties recognize that visitors and employees at these properties would benefit from an increased level of law enforcement activity intended to prevent trespassing and other illegal activities on County property; and

WHEREAS, it is the intent of this Agreement to appoint the sworn law enforcement officers of the City of North Port Police Department (NPPD), as agents of County for the purpose of issuing trespass warnings on behalf of County, pursuant to Section 810.08, Florida Statutes, and Section 810.09, Florida Statutes;

NOW THEREFORE, for and in consideration of the foregoing and the covenants herein contained to be kept and performed, the Parties do hereby agree and stipulate to the following:

1. County authorization for NPPD law enforcement officers to issue trespass warnings on behalf of County.

- (a) County appoints the sworn law enforcement officers of NPPD as County's agents pursuant to the authority contained in Sec. 90-37 of the Sarasota County Code for the purpose of issuing trespass warnings to be administered in accordance with City Code Sec. 46-2, and all due process contained therein, and, if necessary, lawfully commencing the prosecution of individuals committing violations of County ordinances, conduct that is prohibited pursuant to County Administrative Directive No. 05-010 issued February 27, 2020, and/or Florida law on County property, specifically at those properties identified in the attached Exhibits A and B.
- (b) This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that the Exhibits attached to this Agreement may be amended or supplemented from time to time to remove or include additional properties, upon the mutual written agreement of the Sarasota County Administrator and the City Manager without formal amendment thereto.
- (c) County employees or property managers are not required to be present in order for NPPD law enforcement officers to issue trespass warnings on behalf of, and as agents of County.
- (d) The sworn law enforcement officers of NPPD are further authorized to warn and order persons trespassing on County property to depart from and/or leave said property.

- (e) NPPD law enforcement officers will be agents of County when issuing and enforcing trespass warnings on behalf of County pursuant to Florida law. However, County will not be responsible for the compensation of said officers or for any benefits such as worker's compensation and unemployment benefits; and County will not be liable for any injury to the officer or damage to an officer's property or the City's property while on County property, except as stated in Section 2 herein.
 - (f) The sworn law enforcement officers of NPPD shall issue trespass warning notices, as they deem appropriate in their discretion, in accordance with the provisions of Sections 810.08 and 810.09, Florida Statutes, and other controlling law.
 - (g) County agrees to fully cooperate and communicate with NPPD relative to the projects and programs of County that relate to, or could have an effect on, the issuance of trespass notices and related actions, and to communicate with NPPD regarding County's needs and requests related to the issuance of such trespass notices on its property.
 - (h) County agrees that NPPD shall use NPPD's written trespass warning forms when issuing trespass warnings for county property. Such forms will advise the individual receiving the trespass warning, among other things, from which specific County property he/she has been trespassed; that the trespass is for a duration of one (1) year; and that he/she has the right to appeal the trespass warning, the timeframe for filing an appeal, and the location where he/she can file the form for initiate an appeal. Appeals shall utilize the procedure set out in the City's Code Sec. 46-2 and shall be held before a special magistrate contracted by the City to provide this service.
 - (i) When a trespass warning is issued, Sarasota County shall be named as the complainant and shall promptly be notified of each trespass warning issued. Notification shall be made to: Sarasota County, Office of Risk Management – Security, 1660 Ringling Boulevard, Sarasota, Florida 34236. Such notification may be by regular U.S. mail or email.
 - (j) Any person found on or within County property in violation of a trespass warning issued by the City may be arrested for trespassing.
2. **Indemnification.** Each Party agrees to be responsible for its own negligence. Nothing in this Agreement shall be deemed a waiver by City or County of its sovereign immunity protections, as set forth in Section 768.28, Florida Statutes, or a waiver of any other immunities or protections afforded by state or federal law.
 3. **Term and Termination.** This Agreement shall be effective until terminated by either Party. Either Party to this Agreement may terminate, without cause, by giving the non-terminating Party not less than thirty (30) days prior written notice as provided herein.
 4. **Employee Cooperation.** County agrees to coordinate with its managers and employees to insure their cooperation and compliance with all aspects of this Agreement.
 5. **Notices.** Whenever either Party desires to give notice to the other, notice shall be sent to the address listed below, via first class mail, or sent via email.

For County: Sarasota County Government Building
Attn: County Administrator
1660 Ringling Boulevard
Sarasota, Florida 34236
Email: countyadministrator@scgov.net

For City: City of North Port, Florida
Attn: City Manager
4970 City Hall Boulevard
North Port, Florida 34286

With a copy to: City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

With a copy to: North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

Either Party may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.
7. **Captions.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.
8. **Assignment or Transfer.** The Parties to this Agreement may not assign or transfer their rights or obligations under this Agreement without the prior written consent of the other Party.
9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors.
10. **Amendment, Waivers, and Supplements.** Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Parties hereto.
11. **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in Sarasota County, Florida.
12. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable part shall be deemed severable to the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, resolutions, and agreements between the Parties relating to the subject matter of this Agreement.

14. Non-Discrimination. Neither Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. Neither Party shall 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 characteristics.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date indicated above.

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[Signature pages to follow]

BOARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY

By: _____
_____, Chair
(Print Name)

ATTEST

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT OF THE
EX-OFFICIO CLERK OF THE BOARD
OF COUNTY COMMISSIONERS

By: _____
_____, DEPUTY CLERK
(Print Name)

APPROVED AS TO FORM AND CORRECTNESS

_____, COUNTY ATTORNEY
(Print Name)

Approved by the City Commission of the City of North Port, Florida on _____,
2024.

CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EXHIBIT A – PARKS AND LIBRARIES

PARKS:

Park Type	Park Name	Property Identification #	Address	Zip Code
Natural Areas	Myakka Islands Point	0816004010, 0816004000	1289 Campbell St	34293
Undeveloped	Little Salt Slough Site	0970173801, 0970173633	6700 Price Blvd	34291
Undeveloped	San Mateo Drive Property	1135086639, 1135086601	S San Mateo Dr	34288
Athletics Facilities	CoolToday Park	0799001001	18800 S West Villages Pkwy	34293
Trails	North Port Connector Trail	0744001010, 0745001000	1045 N Calera St	34291
Undeveloped	Myakka State Forest Addition - Bankers Insurance	0787160001	Myakka Drive	34293
Natural Areas	Walton Ranch	1089001011	7020 Toledo Blade Blvd	34266

LIBRARIES:

Library Name	Primary Maintenance	Primary Owner	Address	Zip Code
North Port Library	Sarasota County	Sarasota County	13800 Tamiami Trail	34287
Shannon Staub Library	Sarasota County School Board	Sarasota County	4675 Career Lane	34289

EXHIBIT B – BOUNDARIES OF PARKS

