

# **MEMORANDUM OF UNDERSTANDING**

BY AND BETWEEN  
**THE SARASOTA COUNTY SHERIFF'S OFFICE**  
AND  
**THE CITY OF NORTH PORT, FLORIDA**  
AND  
**THE NORTH PORT POLICE DEPARTMENT**  
FOR EMPLOYEE PARTICIPATION IN  
**THE SHERIFF'S UNDERWATER RECOVERY FORCE UNIT**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the **Sarasota County Sheriff's Office** ("SCSO") located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232 and the **City of North Port, Florida** ("City") located at 4970 City Hall Boulevard, North Port, Florida 34286, and the **North Port Police Department** ("NPPD") located at 4980 City Hall Boulevard, North Port, Florida 34286, (collectively, the "Parties" or individually, the "Party") for the purpose of allowing members of NPPD to participate in SCSO's Sheriff's Underwater Recovery Force ("SURF") Unit, and shall become effective as of the date last signed below.

## **WITNESSETH:**

**WHEREAS**, SCSO operates the SURF Unit, which is called upon to respond to and take appropriate action for underwater emergencies, body recovery, underwater crime scenes and other underwater incidents; and

**WHEREAS**, the SURF Unit requires the participation of highly trained underwater specialists who are employed by law enforcement agencies; and

**WHEREAS**, NPPD desires to have its employed law enforcement officers who possess the requisite training assist in the execution of the duties of the SURF Unit; and

**WHEREAS**, the Sheriff of Sarasota County, Florida ("Sheriff") desires the assistance of NPPD law enforcement officers in the execution of the duties of the SURF Unit.

**NOW THEREFORE**, the Parties agree as follows:

### **SECTION I: PARTICIPATION IN THE SURF UNIT**

1. When an employee of NPPD desires to join the SCSO SURF Unit, NPPD may execute a request to SCSO for consideration of that employee to join the SURF Unit by contacting the SCSO special operations bureau commander. Participation in the SURF Unit shall be at the discretion of the SCSO special operations bureau commander with the approval of the Sheriff, pursuant to the requirements as set forth in this MOU.

2. Any NPPD employee who desires to be on the SURF Unit must meet all training requirements set forth by SCSO to join the SURF Unit. At a minimum, the NPPD employee must have an Open Water Diver certification issued by a nationally recognized dive certification agency, must receive a favorable recommendation from the applicant's immediate field supervisor, must successfully pass an interview with SURF team members, and must pass the SURF team skills test. The NPPD employee shall provide proof of the training and certifications required to be a member of the SURF Unit as requested by SCSO.
3. An NPPD employee who joins the SURF Unit must receive an advanced open water certification within 6 months of joining the SURF Unit, and the cost of this certification shall be paid for by SCSO. The organization from which the NPPD employee receives this certification is subject to approval by SCSO.
4. An NPPD employee who joins the SURF Unit must attend public safety diver school as directed by SCSO. The cost of this school shall be paid for by SCSO.
5. SCSO shall provide uniforms to any NPPD member of the SURF Unit.
6. SCSO shall direct the NPPD member as to the equipment required to be a member of the SURF Unit. SCSO may provide funding for the equipment, subject to expenditure approval by the SCSO special operations bureau commander.
7. NPPD understands and agrees that SURF Unit members are on call 24 hours a day, seven days a week. NPPD also understands and agrees that SURF Unit members shall participate in monthly training, as well as any other additional trainings that are scheduled for the SURF Unit.
8. NPPD shall provide proof of a clean bill of health on an annual basis, or at the request of SCSO, for any SURF Unit members.
9. All SURF Unit members must be cross-deputized pursuant to the *Memorandum of Understanding by and between the Sarasota County Sheriff's Office and the City of North Port, Florida on Behalf of the North Port Police Department for the Appointment of Deputy Sheriffs*.
10. The SCSO reserves the right to revoke a team member from the SURF Unit for any reason, at any time, effective immediately. If the SCSO revokes a team member from the SURF Unit, SCSO shall immediately notify the NPPD in writing, return receipt requested.
11. The appointment of an NPPD member to the SURF Unit shall be in effect only so long as the appointment is requested by NPPD, and the NPPD member is in good standing with his/her agency. NPPD shall immediately notify SCSO of any disciplinary actions or termination of any NPPD member of the SURF Unit pursuant to this MOU.

**SECTION II: SURF CALL-OUTS**

1. Any team member on scene, or any supervisor, upon deciding that SURF is needed, shall notify their respective Public Safety Communications Center (PSC) to contact the SCSO PSC requesting a SURF call-out.

**SECTION III: INDEMNIFICATION, LIABILITY, AND SOVEREIGN IMMUNITY**

1. The CITY, the NPPD, and all appointed SURF Unit members shall release and hold harmless the Sheriff; the SCSO; any employee, agent, or officer of the SCSO; Sarasota County, Florida; and/or any employee, agent, or officer of Sarasota County, Florida for any liability, cost, expense, claim, cause of action, judgment, attorney fee, or order whatsoever arising from any SURF Unit member while in Sarasota County, Florida.
2. To the extent allowable by law, without waiving sovereign immunity protections afforded to the CITY and the NPPD, and up to the limits contained within Ch. 768, Fla. Stat., the CITY and NPPD shall indemnify the Sheriff; the SCSO; any employee, agent, or officer of the SCSO; Sarasota County, Florida; and/or any employee, agent, or officer of Sarasota County, Florida for any liability, cost, expense, claim, cause of action, damage, judgment, attorney fee, or order whatsoever arising from any negligent act or omission of a SURF Unit member while acting in Sarasota County, Florida.
3. The CITY shall bear the cost of NPPD’s law enforcement officers’ pay, benefits, equipment, and repairs.
4. The participation of an NPPD employee in the SURF Unit shall not create any employment right, benefit right, compensation right, civil service right, grievance right, or collective bargaining right with the SCSO. Any claim to any right mentioned herein shall exist expressly with the CITY and the NPPD and expressly not with the SCSO. Nothing contained in this MOU creates any entitlement to any of these rights from the SCSO.
5. Any Workers’ Compensation claim by any NPPD employee arising from action occurring while working with the SURF Unit shall be filed with the CITY. Nothing contained in this MOU creates any entitlement to Workers’ Compensation from the SCSO.

**SECTION IV: TERM AND MODIFICATION OF THE MOU**

1. This MOU shall become effective on the date last signed Parties below.
2. This MOU may be terminated by either Party by providing written notice with the effective date of termination clearly stated to the below contacts:

TO:	Sarasota County Sheriff’s Office	CC:	Sarasota County Sheriff’s Office
	Attn: Sheriff		Attn: General Counsel
	6010 Cattlebridge Boulevard		6010 Cattlebridge Boulevard
	Sarasota, Florida 34232		Sarasota, Florida 34232

TO: City of North Port, Florida  
Attn: Mayor  
4970 City Hall Boulevard  
North Port, Florida 34286

CC: City of North Port, Florida  
Attn: City Attorney  
4970 City Hall Boulevard  
North Port, Florida 34286

TO: The North Port Police Department  
Attn: Chief of Police  
4970 City Hall Boulevard  
North Port, Florida 34286

3. This MOU represents the entire agreement and understanding between the Parties on this subject matter. This MOU supersedes all prior agreements, representations, and understandings between the Parties whether oral or written, expressed or implied. Any alteration or amendment of the provisions of this MOU shall be in writing, duly signed by authorized personnel of each of the Parties and attached to the original of this MOU.
4. This MOU may be executed in identical counterparts which taken together, shall constitute collectively, one agreement; but in making proof of this MOU, it shall not be necessary to produce or account for more than one such counterpart.
5. Neither Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Neither Party shall 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.
6. Neither the CITY nor the NPPD shall assign its obligations, responsibilities, or benefits of this MOU to any third party, or in any manner contract for the provision of services required to be performed herein by a third party without the express written consent of the SCSO, which consent may be withheld in the sole discretion of the SCSO.
7. If any provisions of this MOU shall be deemed invalid, all other portions shall remain fully enforceable.
8. The laws of the State of Florida shall govern this MOU, and the duties and responsibilities set forth in this MOU shall be performed in a manner that is constitutionally permissible.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be duly executed by its authorized representatives as of the dates signed below.

[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

**SARASOTA COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
KURT A. HOFFMAN  
SHERIFF

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
JULIE L. HERD  
GENERAL COUNSEL

DATE: \_\_\_\_\_

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-SIGNATURE PAGE-

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2023.

**NORTH PORT POLICE DEPARTMENT**

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
TODD R. GARRISON  
CHIEF OF POLICE

\_\_\_\_\_  
BARBARA LANGDON  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

\_\_\_\_\_  
AMBER L. SLAYTON  
CITY ATTORNEY

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_