

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN
THE CITY OF NORTH PORT, FLORIDA
ON BEHALF OF
THE NORTH PORT POLICE DEPARTMENT
AND
THE DESOTO COUNTY SHERIFF'S OFFICE
FOR
THE APPOINTMENT OF DEPUTY SHERIFFS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **City of North Port, Florida** ("CITY"), located at 4970 City Hall Boulevard, North Port, Florida 34286, on behalf of the **North Port Police Department** ("NPPD"), located at 4980 City Hall Boulevard, North Port, Florida 34286, and the **Desoto County Sheriff's Office** ("DCSO"), located at 208 E. Cypress Street, Arcadia, Florida 34266, (collectively, the "Parties"), for the purpose of outlining the duties and responsibilities of NPPD law enforcement officers who are appointed as deputy sheriffs by the DCSO.

WHEREAS, the Sheriff of DeSoto County, Florida is an elected and independent constitutional officer for DeSoto County, Florida as outlined by Art. VIII, §1, Fla. Const., who acts as the head of agency for the DCSO; and

WHEREAS, §30.07, Fla. Stat. (1927), empowers sheriffs to appoint deputy sheriffs as defined in §30.072, Fla. Stat. (1995), ("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, NPPD is a department of the CITY, and is a neighboring municipality's law enforcement agency that employs law enforcement officers certified under Ch. 943, Fla. Stat.; and

WHEREAS, 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 DeSoto County, Florida; and

WHEREAS, CITY desires to have some of its law enforcement officers appointed by the Sheriff of DeSoto County, Florida and empowered as DEPUTY SHERIFFS in DeSoto County, Florida; and

WHEREAS, the Sheriff of DeSoto County, Florida is willing to appoint as DEPUTY SHERIFFS in DeSoto County, Florida, 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 Parties agree as follows:

SECTION I: APPOINTMENT AS DEPUTY SHERIFF

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 of DeSoto County, Florida has the sole and exclusive discretion, upon the request of the NPPD, to appoint NPPD's law enforcement officers, as an appointed DEPUTY SHERIFF.
3. The term for an appointed DEPUTY SHERIFF shall begin once the law enforcement officer meets all legal appointment requirements and is sworn in by the Sheriff of DeSoto County, Florida and shall continue until the appointment has been terminated. Termination may occur as described below.
4. Prior to the end of each calendar year, the NPPD shall deliver to the DCSO's Executive Assistant a current list of appointed DEPUTY SHERIFFS and a list of any law enforcement officers for which the NPPD seeks appointment.
5. The number of DEPUTY SHERIFFS shall be set by DCSO and shall remain as set by DCSO. The Parties shall not seek an additional appointment to DEPUTY SHERIFF unless the appointment of a current DEPUTY SHERIFF has been terminated, leaving a vacancy for a new appointment.
6. The DCSO reserves the right to revoke any appointment for any reason, at any time, effective immediately. DCSO shall immediately notify the NPPD in writing by sending an email followed by a certified letter, return receipt requested. The revocation shall become effective upon notification to either the appointed DEPUTY SHERIFF or the Chief of Police for the North Port Police Department. 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 DeSoto County, Florida 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 the 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 DEPUTY SHERIFF shall automatically and immediately terminate whenever the DEPUTY SHERIFF is fired, resigns, has a separation of employment, is placed on leave, or is suspended.
10. Each appointed DEPUTY SHERIFF shall adhere to all laws in effect in DeSoto County, Florida while operating in DeSoto County, Florida.
11. Each appointed DEPUTY SHERIFF, while operating in DeSoto County, Florida, regardless of assigned rank with the NPPD, shall operate with the rank of deputy within the DCSO for chain of command purposes.
12. When feasible and upon request, the DCSO shall make reasonable efforts to assist the appointed DEPUTY SHERIFF while operating in the capacity of a DEPUTY SHERIFF in DeSoto County, Florida.
13. Each appointed DEPUTY SHERIFF shall make best efforts to limit law enforcement action within DeSoto County, Florida 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 taking law enforcement action in DeSoto County, Florida, in response to a breach of the peace, shall immediately contact a DCSO Watch Commander by calling the DCSO non-emergency line.
15. The NPPD shall notify the DCSO's Law Enforcement Division Commander by phone any time the NPPD knows that an appointed DEPUTY SHERIFF will operate as a DEPUTY SHERIFF in DeSoto County, Florida.
16. Any complaint filed with the DCSO's Internal Affairs office concerning a DEPUTY SHERIFF shall be forwarded by the DCSO to the NPPD for investigation, and any corresponding discipline or employment action shall exist exclusively with the NPPD and the CITY.
17. The CITY shall ensure that each candidate for appointment or re-appointment has read this MOU, understands its terms, and agrees to the terms prior to appointment or re-appointment.

SECTION II: INDEMNIFICATION, LIABILITY, AND SOVEREIGN IMMUNITY

1. The CITY, the NPPD, and all appointed DEPUTY SHERIFFS shall release and hold harmless the Sheriff of DeSoto County, Florida; the DCSO; any employee, agent, or officer of the DCSO; DeSoto County, Florida; and/or any employee, agent, or officer of DeSoto

County, Florida for any liability, cost, expense, claim, cause of action, judgment, attorney fee, or order whatsoever arising from any DEPUTY SHERIFF operating in DeSoto 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 NPPD shall indemnify the Sheriff of DeSoto County, Florida; the DCSO; any employee, agent, or officer of the DCSO; DeSoto County, Florida; and/or any employee, agent, or officer of DeSoto 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 an appointed DEPUTY SHERIFF taking law enforcement action in DeSoto County, Florida.
3. The CITY shall bear the cost of its law enforcement officers' pay, benefits, equipment, and repairs.
4. The appointment or re-appointment of NPPD law enforcement officers shall not create any employment right, benefit right, compensation right, civil service right, grievance right, or collective bargaining right with the DCSO. Any claim to any right mentioned herein shall exist expressly with the NPPD and expressly not with the DCSO. Nothing contained in this MOU creates any entitlement to any of these rights from the DCSO.
5. Any Worker's Compensation claim by a DEPUTY SHERIFF arising from action occurring within DeSoto County shall be filed with the CITY. Nothing contained in this MOU creates any entitlement to Worker's Compensation from the DCSO.

SECTION III: TERM AND MODIFICATION OF THE MOU

1. This MOU shall become effective on the last date signed by the Parties below.
2. This MOU shall remain in full force and effect unless otherwise terminated in writing with written notice to all parties.
3. This MOU may only be modified in writing and upon signature of all Parties.

SECTION IV: MISCELLANEOUS TERMS

1. This MOU reflects the complete understanding of the Parties. This MOU shall supersede all other prior agreements, whether written or oral.
2. 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 DCSO, which consent may be withheld in the sole discretion of the DCSO.

3. If any provisions of this MOU shall be deemed invalid, all other portions shall remain fully enforceable.
4. 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.
5. 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.
6. The contact information contained within *Exhibit A* may be periodically updated without executing amendments to the MOU.
7. This MOU is for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this MOU shall be deemed or construed to create or confer any benefit, right, or cause of action for any third party or entity.
8. 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.

IN WITNESS WHEREOF, the Parties have entered into this MOU and have caused this MOU to be executed by the duly authorized undersigned officers, as of the date last signed below.

[SIGNATURE PAGES TO FOLLOW]

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN
THE CITY OF NORTH PORT, FLORIDA
ON BEHALF OF
THE NORTH PORT POLICE DEPARTMENT
AND
THE DESOTO COUNTY SHERIFF'S OFFICE
FOR
THE APPOINTMENT OF DEPUTY SHERIFFS
-SIGNATURE PAGE-

THE DESOTO COUNTY SHERIFF'S OFFICE

JAMES F. POTTER
SHERIFF

DATE: _____

APPROVED AS TO FORM AND CONTENT

JOSHUA SCHUENEMAN
GENERAL COUNSEL

DATE: _____

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-SIGNATURE PAGE-

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

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EXHIBIT A

CONTACT LIST AS OF 7/3/2024

DESOTO COUNTY SHERIFF'S OFFICE

James F. Potter
Sheriff
208 E. Cypress Street
Arcadia, Florida 34266
SheriffPotter@desotosheriff.org
Telephone: (863)491-6719

DESOTO COUNTY SHERIFF'S OFFICE

Joshua Schueneman
General Counsel
208 E. Cypress Street
Arcadia, Florida 34266
JSchueneman@desotosheriff.org
Telephone: (863)491-6727

DESOTO COUNTY SHERIFF'S OFFICE

James Vitali
Colonel
208 E. Cypress Street
Arcadia, Florida 34266
JamesVitali@desotosheriff.org
Telephone: (863)491-6702

DESOTO COUNTY SHERIFF'S OFFICE

Shaneka Coone
Executive Assistant to the Sheriff
208 E. Cypress Street
Arcadia, Florida 34266
SCoone@desotosheriff.org
Telephone: (863)491-6719

DESOTO COUNTY SHERIFF'S OFFICE

Non-Emergency Line
Public Safety Communications
Telephone: (863)993-4700

NORTH PORT POLICE DEPARTMENT

Todd R. Garrison
Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286
tgarrison@northportpdf.gov
Telephone: (941) 429-7306

NORTH PORT POLICE DEPARTMENT

Christopher Morales
Deputy Chief
4980 City Hall Boulevard
North Port, Florida 34286
cmorales@northportpdf.gov
Telephone: (941) 429-7319

CITY OF NORTH PORT, FLORIDA

A. Jerome Fletcher, II
City Manager
4970 City Hall Boulevard
North Port, Florida 34286
jfletcher@northportpdf.gov
Telephone: (941) 429-7076

CITY OF NORTH PORT, FLORIDA

Michael Golen
Interim City Attorney
4970 City Hall Boulevard
North Port, Florida 34286
mgolen@northportpdf.gov
Telephone: (941) 429-7260