

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF SARASOTA AND CITY OF NORTH PORT  
FOR POLICE CANINE HANDLER TRAINING AND  
DEPLOYMENT OF EXPLOSIVE DETECTION CANINES**

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date") by and between the **City of Sarasota, Florida**, located at 1565 1<sup>st</sup> Street, Sarasota, Florida 34236, on behalf of the **Sarasota Police Department ("SPD")** located at 2099 Adams Lane, Sarasota, Florida 34237 ("Sarasota"), and the **City of North Port, Florida**, 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 (together referred to as "North Port"), collectively referred to as the "Parties".

**Witnesseth**

**WHEREAS**, pursuant to police standards, it is recommended that police canine handlers acquire sixteen hours of continuing canine handler training each month; and

**WHEREAS**, NPPD currently conducts canine handler training for its police canine handlers on a regularly scheduled basis; and

**WHEREAS**, SPD has a limited number of trainers for its police canine handlers; and

**WHEREAS**, the Parties have previously entered into a Memorandum of Understanding related to Public Safety Bomb Squad Response providing for the voluntary provision of mutual aid and assistance transcending their jurisdiction boundaries; and

**WHEREAS**, the Public Safety Bomb Squad Response may include the use of explosive detection canines; and

**WHEREAS**, the Parties desire to execute this MOU to set forth the terms and conditions in order for the SPD police canine handlers to attend the NPPD canine handler training events, as needed, and for the mutual deployment of explosive detection canines.

**NOW THEREFORE**, in consideration of the foregoing recitals (all of which are adopted as an integral part of this MOU), the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

This MOU shall become effective upon the date this MOU is signed by both Parties for an initial period of one year and shall automatically renew for additional one-year periods thereafter, unless otherwise terminated.

1. This MOU may be terminated at any time by either Party for convenience upon ten (10) days written notice to the other Party. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
2. Each Party shall be responsible for its own costs and expenses to participate in the police canine handler training.
3. Sarasota acknowledges and agrees that North Port shall have the right to change the dates and/or times for the police canine handler training at any time upon verbal notice to Sarasota's point of contact set forth in paragraph 13 herein. SPD and NPPD shall work together to determine the dates and times of the training and shall notify in writing of a changes.
4. NPPD shall have the right to cancel any scheduled police canine handler training at any time upon verbal notice to Sarasota's point of contact set forth in paragraph 13 herein.
5. NPPD has sole and absolute discretion to determine the training methods and curriculum for the police canine handler training.
6. Each Party shall follow its standard procedures for reporting and documentation related to this MOU and the police canine handler training. Each Party shall maintain all records related to this MOU during the term and for the retention period required by applicable laws.
7. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue. Sarasota shall also comply with North Port policies and procedures, if any, related to this matter.
8. Sarasota and North Port shall be responsible for their respective employee's acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either Sarasota or North Port. Nothing herein shall be construed as consent by Sarasota or North Port to be sued by third parties in any matter arising out of this MOU.
9. An explosive detection canine team may be called out and deployed in support of the explosive materials unit to search for secondary devices; as well as assisting as a support asset. The explosive detection canine will be used at the discretion/direction of the explosive materials unit team leader or the bomb squad commander.

10. NPPD shall oversee all explosive canine training and ensure that every explosive detection canine team completes all minimum training and re-certification requirements per industry standards.
11. This MOU shall be amended only in writing executed by the Parties. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
12. All written notices required pursuant to this MOU shall be delivered:

**To: City of Sarasota, Florida  
Attn: City Manager  
1565 1st Street  
Sarasota, Florida 34236**

*With a copy to:* Sarasota Police Department  
Attn: Chief of Police  
2099 Adams Lane  
Sarasota, Florida 34237

*With a copy to:* Fournier, Connolly, Shamsey,  
Mladinich & Polzak, P.A.  
Attn: Robert M. Fournier, Esq., City Attorney  
1 South School Avenue, Suite 700  
Sarasota, Florida 34237

To: **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 Blvd.  
North Port, Florida 34286

13. The points of contact for this MOU are:

**City of Sarasota Police Department**  
Contact Person: Lieutenant Shellhammer  
Address: 2099 Adams Lane, Sarasota, FL 34237  
Phone: (941) 366-8000

**City of North Port Police Department:**  
Contact Person: Captain Scott King  
Address: 4980 City Hall Boulevard, North Port, FL 34286  
Phone: (941) 429-7369

14. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.
15. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

16. Should any section or part of any section of this MOU be rendered void, invalid, or unenforceable by any court of law for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any other section of this MOU.
17. This MOU shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. 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.
18. 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. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
  - D. 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. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
  - E. Assignment. The Parties shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
  - F. 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. SPD shall not 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 characteristic.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by its proper officers and officials as indicated below.

CITY OF SARASOTA, FLORIDA  
on behalf of  
SARASOTA POLICE DEPARTMENT

By: \_\_\_\_\_

Pat Robinson  
Deputy City Manager

Date: \_\_\_\_\_

Approved as to form and content:

\_\_\_\_\_  
Robert M. Fournier  
City Attorney

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

CITY OF NORTH PORT, FLORIDA  
on behalf of  
NORTH PORT POLICE DEPARTMENT

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

ATTEST

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

APPROVED AS TO FORM AND CORRECTNESS

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