

# **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 INVESTIGATIONS INTO  
**EMPLOYEE CRIMINAL ACTIVITY, USE OF DEADLY FORCE, AND IN-CUSTODY DEATHS**

**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, on behalf of the **North Port Police Department ("NPPD")** located at 4980 City Hall Boulevard, North Port, Florida 34286, for the purpose of rendering objective review of criminal investigations, use of deadly force, and in-custody deaths involving members of NPPD and occurring within the City limits or within unincorporated Sarasota County, Florida, and shall become effective as of the date last signed below.

## **WITNESSETH:**

**WHEREAS**, both SCSO and the City (collectively, the "Parties" and individually, the "Party") acknowledge the importance of ensuring a thorough, fair, and objective review of investigations into criminal activity, use of deadly force, and in-custody deaths involving members of NPPD and occurring within the City limits or within unincorporated Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge the need for more certainty regarding which agency shall handle criminal investigations involving NPPD and its employees while within the City limits or unincorporated portions of Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge that NPPD's law enforcement officers, in performance of their duties, may be called upon to use deadly force; and

**WHEREAS**, the Parties acknowledge that persons arrested and taken into custody by NPPD law enforcement officers may expire while in such custody, irrespective of whether deadly force was used upon such persons; and

**WHEREAS**, thorough investigation, collection of evidence, and objective analysis are imperative to assure that justice is served; and

**WHEREAS**, there are portions of the City located within the jurisdictional confines of Sarasota County, Florida; and

**WHEREAS**, the Parties acknowledge that SCSO is the most appropriate agency to assist NPPD in investigating occasions in which NPPD employees engage in criminal activity, use deadly force in the line of duty, or an in-custody death occurs within City limits or unincorporated Sarasota County, Florida.

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

1. An express request made by the Chief of NPPD (or designee) to the Sheriff of SCSO (or designee) may initiate investigative and forensic involvement, assistance, and/or coordination by SCSO for the following predicate events ("Predicate Events"):
  - a. An investigation into whether any NPPD employee has engaged in criminal activity within the City limits or within unincorporated Sarasota County. This section shall specifically exclude all civil or criminal traffic investigations unless expressly agreed to by SCSO;
  - b. The use of deadly force by any NPPD law enforcement officer who is acting in the line of duty; or
  - c. The death of an arrestee or detainee while in the care, custody, or control of any NPPD employee; or the death of an arrestee shortly after being in the care, custody, or control of any NPPD employee; or the death of an intended arrestee during an arrest attempt by any NPPD employee.
2. If any Predicate Event occurs, the ranking NPPD member on the scene shall ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, Medical Examiner's Office ("MEO") personnel, State Attorney's Office ("SAO") personnel, investigating SCSO members and other law enforcement investigators assisting SCSO shall be permitted inside the crime scene perimeter. SCSO shall initiate an investigation of the Predicate Event. SCSO shall notify the SAO as soon as reasonably possible, where necessary.
3. Pending arrival of SCSO's designated investigator, the ranking NPPD member shall ensure that the scene remains secured, that physical evidence and documentation is protected and preserved, and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking NPPD member shall ensure that arrested persons at the scene are detained pending the arrival of SCSO. The ranking NPPD member shall cooperate fully with SCSO during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking NPPD member shall also coordinate with local law enforcement in any necessary crowd control efforts.

4. Upon arrival, SCSO shall assume operational control of investigations and forensic assistance, or coordination initiated pursuant to this MOU. SCSO may request the assistance of personnel from NPPD or other law enforcement agencies.
5. NPPD shall retain overall control and responsibility for any internal or administrative investigations initiated in response to the enumerated Predicate Events. However, all criminal investigative efforts take precedence over any internal or administrative investigations conducted by NPPD. To ensure the integrity of the criminal investigation, NPPD's internal or administrative investigation shall be initiated only after the criminal investigation is concluded, and where applicable, after the SAO's investigation is complete, or when otherwise specifically authorized by SCSO.
6. NPPD shall not obtain any statements from the Officer involved in the line of duty shooting, except for those necessary for public safety to secure the scene and to ensure safety of any officers or other subjects involved. NPPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referring to the investigative process. At the completion of the investigation initiated under this MOU, SCSO shall forward copies of all relevant reports and records to the SAO, where necessary, and NPPD for review. Transmission of reports and summaries shall be done to preserve any applicable exemptions from public disclosure and to maintain applicable confidentiality of information. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to ensure that disclosure, if any, is appropriate and timely.
7. SCSO shall submit all final reports to the SAO for review if the Predicate Event is an Officer Involved Shooting, or where otherwise necessary.
8. The Parties acknowledge that another law enforcement agency may assert primary jurisdiction and responsibility for investigations such as are contemplated in this MOU. Absent the consent of the agency with primary jurisdiction, SCSO and NPPD shall defer to that agency and refrain from participation in the investigation of the incident.
9. 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  
 Attn: Sheriff  
 6010 Cattleridge Boulevard  
 Sarasota, Florida 34232

CC: Sarasota County Sheriff's Office  
 Attn: General Counsel  
 6010 Cattleridge Boulevard  
 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  
4980 City Hall Boulevard  
North Port, Florida 34286

10. This MOU represents the entire agreement and understanding between the Parties on this subject matter. This MOU revokes and replaces 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.
11. This MOU may be executed in identical counterparts which taken together, shall constitute collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The contact information contained within *Exhibit A* may be periodically updated without executing amendments to the MOU.
12. Neither Party shall discriminate on the basis of race, color, national origin, sex, age, disability, pregnancy, 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, pregnancy, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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

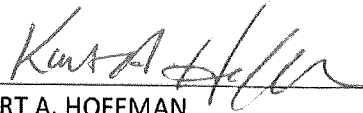
[SIGNATURE PAGES TO FOLLOW]

# 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 INVESTIGATIONS INTO  
EMPLOYEE CRIMINAL ACTIVITY, USE OF DEADLY FORCE, AND IN-CUSTODY DEATHS

-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE



KURT A. HOFFMAN  
SHERIFF

DATE: 1-16-25

APPROVED AS TO FORM AND CONTENT:



JULIE L. HERD  
GENERAL COUNSEL

DATE: 1-15-2025

**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 INVESTIGATIONS INTO  
EMPLOYEE CRIMINAL ACTIVITY, USE OF DEADLY FORCE, AND IN-CUSTODY DEATHS

-SIGNATURE PAGE-

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2025.

CITY OF NORTH PORT, FLORIDA  
ON BEHALF OF  
NORTH PORT POLICE DEPARTMENT

\_\_\_\_\_  
PHIL STOKES  
MAYOR

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

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
HEATHER FAUST, CMC  
CITY CLERK

\_\_\_\_\_  
MICHAEL GOLEN  
INTERIM CITY ATTORNEY

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

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

# EXHIBIT A

## CONTACT LIST AS OF 1/16/2025

### **SARASOTA COUNTY SHERIFF'S OFFICE**

Kurt A. Hoffman  
Sheriff  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Kurt.Hoffman@sarasotasheriff.org](mailto:Kurt.Hoffman@sarasotasheriff.org)  
Telephone: (941)861-4008

### **SARASOTA COUNTY SHERIFF'S OFFICE**

Colonel Brian Woodring  
Chief Deputy  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Brian.Woodring@sarasotasheriff.org](mailto:Brian.Woodring@sarasotasheriff.org)  
Office: (941)861-4223  
Cell: (941)539-8557

### **SARASOTA COUNTY SHERIFF'S OFFICE**

Non-Emergency Line  
Public Safety Communications  
Telephone: (941)316-1201

### **NORTH PORT POLICE DEPARTMENT**

Todd R. Garrison  
Chief of Police  
4980 City Hall Boulevard  
North Port, Florida 34286  
[TGarrison@northportpd.com](mailto:TGarrison@northportpd.com)  
Telephone: (941)429-7300

### **CITY OF NORTH PORT, FLORIDA**

Alfred Jerome Fletcher, II  
City Manager  
City Hall  
4970 City Hall Boulevard  
North Port, Florida 34286  
[JFletcher@cityofnorthport.com](mailto:JFletcher@cityofnorthport.com)  
Telephone: (941)429-7076

### **SARASOTA COUNTY SHERIFF'S OFFICE**

Julie L. Herd  
General Counsel  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Julie.Herd@sarasotasheriff.org](mailto:Julie.Herd@sarasotasheriff.org)  
Telephone: (941)861-4046

### **SARASOTA COUNTY SHERIFF'S OFFICE**

Major Ryan Brown  
Law Enforcement Division Commander  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232  
[Ryan.Brown@sarsotasheriff.org](mailto:Ryan.Brown@sarsotasheriff.org)  
Telephone: (941)861-4189  
Cell: (941)539-8647

### **NORTH PORT POLICE DEPARTMENT**

Christopher Morales  
Deputy Chief  
4980 City Hall Boulevard  
North Port, Florida 34286  
[CMorales@northportpd.com](mailto:CMorales@northportpd.com)  
Telephone: (941)429-7319

### **CITY OF NORTH PORT, FLORIDA**

Michael Golen  
Interim City Attorney  
City Attorney's Office, City Hall  
4970 City Hall Boulevard  
North Port, Florida 34286  
[MGolen@cityofnorthport.com](mailto:MGolen@cityofnorthport.com)  
Telephone: (941)429-7077