

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SARASOTA COUNTY SHERIFF'S OFFICE
AND THE CITY OF NORTH PORT, FLORIDA
ON BEHALF OF THE NORTH PORT POLICE DEPARTMENT
REGARDING CARRYING FIREARMS AND WEAPONS IN COURT FACILITIES

This Memorandum of Understanding ("MOU") is made by and between the **Sarasota County Sheriff's Office ("SCSO")**, with its primary headquarters located at 6010 Cattlebridge 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"), with its headquarters located at 4980 City Hall Boulevard, North Port, Florida 34286, (collectively, the "Parties").

WITNESSETH

WHEREAS, on March 2, 2017, Chief Judge Charles E. Williams signed Administrative Order No. 2017-4.2 entitled "IN RE: SECURITY AND OPERATIONS OF COURT FACILITIES" ("Order"); and

WHEREAS, the Order regulates, among other things, firearms and weapons within court facilities; and

WHEREAS, section III.B.5. of the Order provides that deputy sheriffs and law enforcement officers holding active certification from the Criminal Justice Standards and Training Commission ("CJSTC") pursuant to §943.1395, Fla. Stat. (2019), whose agency is headquartered within Sarasota County, Florida and enters into a memorandum of understanding with the Sheriff of Sarasota County, Florida are permitted to carry firearms and weapons in court facilities when carrying out their official duties; and

WHEREAS, the City has requested to enter into this MOU with SCSSO so that NPPD's law enforcement officers may carry firearms and weapons in court facilities as prescribed in the Order.

NOW THEREFORE, the Parties hereby agree as follows:

A. Definitions

For the purposes of this MOU the below terms are defined as follows:

1. "Court facilities" refers to the facilities in which the court conducts its official business as well as and including the areas in a courthouse, judicial center, justice center, administrative center, historic courthouse, or other building, where court functions are performed by the court or on behalf of the court for the furtherance of court operations and cases. The court facilities herein listed and defined include, but are not limited to, courtrooms, hearing rooms, judicial chambers, offices of court staff, witness rooms, juror assembly rooms, jury deliberation rooms, mediation rooms, the offices of the Clerk of Circuit Court, any areas designated for the public to fill out paperwork/applications for temporary injunctions for stalking, sexual, domestic, dating and repeat violence injunctions, and adjacent areas including restrooms, break rooms, conference rooms, deposition rooms, elevators, lobbies, and reception areas in the following locations:
 - a. The Judge Lynn N. Silvertooth Judicial Center, 2002 Ringling Boulevard, Sarasota;
 - b. Criminal Justice Center, Sixth Floor, 2071 Ringling Boulevard, Sarasota; including the public entrance and lobby on the first floor of the building and the public elevators;
 - c. Sarasota Historic Courthouse, 2000 Main Street, Sarasota;
 - d. R. L. Anderson Administrative Center, Courthouse Annex, 4000 S. Tamiami Trail, Venice; the entire second floor;
 - e. Facilities ancillary to the courthouses accessed by the public for the purpose of conducting the necessary business of the courts as required by the constitution, statutes, or court rules; and
 - f. Any other facilities subsequently designated for court or court related functions.
2. "Deputy sheriff" means a law enforcement officer appointed by the Sheriff of Sarasota County, Florida ("Sheriff") and certified under chapter 943, Fla. Stat., who is employed by the Sheriff.
3. "Law enforcement officer" means an individual meeting the definition set forth in §943.10(1), Fla. Stat. (2018), holding active certification from the CJSTC pursuant to §943.1395, Fla. Stat. (2019), whose agency is headquartered within Sarasota County. It does not include employees of the State Attorney's Office, probation officers, process servers, or bail bondsmen.

B. Terms and Conditions

Upon execution of this MOU, deputy sheriffs and law enforcement officers, may enter or occupy a court facility with a firearm or weapon provided that the deputy or law enforcement officer meets the following requirements:

1. Is in a recognized law enforcement uniform or wearing visible identification that identifies him or her as law enforcement; and
2. Provides appropriate identification; and
3. Is in the court facility on official law enforcement related business; and
4. Has any firearm in his or her possession in a secure holster, and has any other weapon similarly secured on the law enforcement officer's person; and
5. Has received training on appropriate conduct in a courtroom; and
6. Has been trained in how to react in the event of an emergency event or other security threat in a courtroom or courthouse.

Each judge retains the discretion to prohibit the excepted law enforcement officers from carrying weapons in proceedings before him or her. The judge or presiding officer may exercise such a prohibition overall or on a case-by-case basis.

ALL EXCEPTED LAW ENFORCEMENT OFFICERS WHO ARE AUTHORIZED TO CARRY FIREARMS AS PART OF THEIR OFFICIAL DUTIES ARE PROHIBITED FROM CARRYING A FIREARM INTO ANY COURT FACILITY IN THIS CIRCUIT WHEN THE LAW ENFORCEMENT OFFICER IS A PARTY TO THE PROCEEDING OR IS NOT APPEARING IN AN OFFICIAL CAPACITY.

In limited instances where heightened security may be required, upon advance notice to the Chief Judge or Trial Court Administrator and with the consent of the assigned judge, the Sheriff may request a waiver of the requirement of wearing a uniform or visible identification in order to permit undercover officers to possess firearms or weapons in court facilities.

C. Liability

Each Party shall bear its own liability for loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act of its own agency, officers, agents, or employees in connection with matters addressed in this MOU. Nothing in this MOU shall be deemed to be a waiver of sovereign immunity or the benefits or provisions of §768.28, Fla. Stat. (2017), or any similar provision of law.

D. Amendments

This MOU may be amended only by written mutual agreement by and between SCSO and the City.

E. Term

This MOU shall become effective as of the last date signed below and remain in full force and effect until terminated in writing by either Party.

F. Termination

Either Party may terminate this MOU at any time, without case, immediately upon written notice. Both Parties shall include an effective date for termination in the written notice of termination.

G. Non-Discrimination

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.

H. Entire Agreement

This MOU embodies the entire understanding between the Parties on this subject matter. There are no other agreements or understanding, written or oral, in effect between the Parties regarding the subject matter herein. This MOU shall supersede the memorandum of understanding the Parties executed on February 10, 2015.

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

SARASOTA COUNTY SHERIFF'S OFFICE



TOM KNIGHT
SHERIFF

12-2-2020
DATE

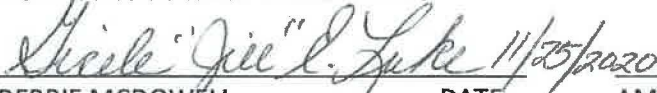
APPROVED AS TO FORM AND CONTENT



CRYSTAL H. BAILEY
SENIOR ASSISTANT GENERAL COUNSEL

11.30.20
DATE

**CITY OF NORTH PORT, FLORIDA O/B/O
NORTH PORT POLICE DEPARTMENT**



~~DEBBIE MCDOWELL~~
MAYOR Giusele "Jill" E. Luke

11/25/2020
DATE


APPROVED AS TO FORM AND CORRECTNESS



AMBER CLAYTON
CITY ATTORNEY

11/25/2020
DATE

ATTEST



HEATHER TAYLOR, CMC
CITY CLERK

11/30/2020
DATE