

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
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") headquartered at 6010 Cattleridge Boulevard, Sarasota, Sarasota County, 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") headquartered at 4970 City Hall Boulevard, North Port, Sarasota County, Florida 34286, (collectively, the "Parties" and individually, the "Party").

WITNESSETH:

WHEREAS, pursuant to section 30.15(4)(a) of the Florida Statutes, the Sheriff of Sarasota County, Florida in accordance with the county's obligation under section 14, Article V of the State Constitution and section 29.008 of the Florida Statutes to fund security for trial court facilities, shall coordinate with the board of county commissioners and the chief judge on the development of a comprehensive plan for the provision of security for trial court facilities. The Sheriff shall retain authority over the implementation and provision of law enforcement services associated with the plan. The chief judge of the circuit shall retain decision-making authority to ensure the protection of due process rights, including, but not limited to, the scheduling and conduct of trials and other judicial proceedings as part of his or her responsibility for the administrative supervision of trial courts under section 43.26 of the Florida Statutes; and

WHEREAS, on May 6, 2025, the Chief Judge of the Twelfth Judicial Circuit amended Administrative Order No. 2022-10.2 effective immediately; and

WHEREAS, the amended Order, now referred to as **Administrative Order No. 2025-03.2, IN RE: SECURITY AND OPERATIONS OF COURT FACILITIES**, permits certain law enforcement officers to carry firearms and weapons in court facilities while carrying out their official duties if the law enforcement agency enters into a Memorandum of Understanding ("MOU") with the Sarasota County Sheriff's Office; and

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

NOW THEREFORE, SCSO and the City on behalf of NPPD ("Parties") hereby agree as follows:

A. Definitions

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

1. "Order" shall mean ***Administrative Order No. 2025-03.2, IN RE: SECURITY AND OPERATIONS OF COURT FACILITIES***, signed on May 6, 2025, attached hereto and incorporated by reference, and as may be amended from time to time by the Chief Judge of the Twelfth Judicial Circuit.
2. All other definitions shall have the same meaning as defined in the Order.

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 them as law enforcement; and
2. Provides appropriate identification with a photograph (a badge alone is not sufficient); and
3. Is in the court facility on official 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 officer; 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.
7. Any other requirements as stated in writing in a subsequent amendment to the Order by the Chief Judge of the Twelfth Judicial Circuit.

Each judge retains the discretion to prohibit the excepted law enforcement officers from carrying weapons in proceedings before him/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.

The Sheriff may temporarily prohibit any persons authorized by this administrative order from carrying weapons into a court facility. The Sheriff may also temporarily authorize representatives

of law enforcement agencies to carry weapons into a court facility when needed for assistance with the Sheriff's response to an exceptional, emergency or exigent circumstance.

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 section 768.28, Florida Statutes, 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 on behalf of NPPD.

E. Term

This MOU shall become effective as of the last date the last party approves or executes it and remain in full force and effect until terminated in writing by either Party.

F. Notice

All written notices required pursuant to this MOU shall be delivered to:

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

G. 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 between SCSO and NPPD, executed on September 18, 2023, which shall expire upon this MOU becoming effective.

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

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[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE



Kurt Hoffman (Jun 12, 2025 15:24 EDT)

06/12/2025

KURT A. HOFFMAN
SHERIFF

DATE

APPROVED AS TO FORM AND CONTENT:



Julie Herd (Jun 12, 2025 15:04 EDT)

06/12/2025

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 _____, 2025

ATTEST:

CITY OF NORTH PORT, FLORIDA

HEATHER FAUST, CMC
CITY CLERK

BY: _____
PHIL STOKES
MAYOR

DATE: _____

DATE: _____

THE NORTH PORT POLICE DEPARTMENT

BY: 
TODD GARRISON
CHIEF OF POLICE

DATE: 08/06/2025

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
MICHAEL GOLEN
INTERIM CITY ATTORNEY

DATE: _____