

**MEMORANDUM OF UNDERSTANDING
PUBLIC SAFETY BOMB SQUAD RESPONSE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2023, by and between the **City of Sarasota, Florida** located at 1565 1st Street, Sarasota, Florida 34236, on behalf of the Sarasota Police Department (“SPD”) located at 2099 Adams Lane, Sarasota, Florida 34237, 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.

WITNESSETH

WHEREAS, the SPD and the NPPD (collectively, the “Parties”), believe that it is mutually advantageous and in the interest of the public health, safety and welfare of its citizens to enter into an agreement to provide mutual aid and assistance to one another to cope with the emergency protection of life and property; and

WHEREAS, the Parties are also signatories to the *Amended and Restated Requested Operational Assistance and Voluntary Cooperation Agreement* (“Mutual Aid Agreement” or “MAA”) that became effective on January 1, 2021 pursuant to the *Florida Mutual Aid Act, Part I, of Chapter 23, Florida Statutes*; and

WHEREAS, SPD may render assistance outside of its jurisdiction but inside the State of Florida pursuant to the MAA; and

WHEREAS, NPPD may render assistance outside of its jurisdiction but inside the State of Florida pursuant to the MAA; and

WHEREAS, the intent of this MOU is to permit the Parties to voluntarily provide mutual aid and assistance which transcends jurisdictional boundaries and which insures the prompt and effective delivery of law enforcement and emergency services with regards to a Public Safety Bomb Squad Response; and

WHEREAS, the Federal Bureau of Investigation (“FBI”), the National Bomb Squad Commanders Advisory Board, and the FBI Hazardous Devices School have recognized the SPD Explosive Materials Unit (“SPD EMU”) as an accredited Public Safety Bomb Squad (designated and identified by FBI as Squad #1630); and

WHEREAS, the SPD wishes to add one or more enforcement officers employed by the NPPD as members of its Explosive Materials Unit and to extend its Public Safety Bomb Squad Response services to include the citizens of the City of North Port; and

WHEREAS, while SPD will remain the originator of the SPD EMU, this MOU serves to create an agreement for the SPD EMU to operate in the City of Sarasota and the City of North Port; and

WHEREAS, this MOU is intended to meet the requirements set by the National Bomb Squad Commanders Advisory Board and the FBI Hazard Devices School in Huntsville, Alabama for a law enforcement officer from another jurisdiction to join the SPD EMU.

NOW THEREFORE, the Parties agree as follows:

1. Agreement. This MOU shall supersede all prior agreements and understandings between the Parties, whether oral or written, with regards to SPD/NPPD mutual aid responses to public emergencies as relates to the provision of a Public Safety Bomb Squad.
2. Operational Control. Operational command and control of the SPD EMU shall remain under SPD and the Bomb Squad Commander will be a designee from SPD.
3. Requests for Mutual Aid. Requests for mutual aid shall be made through presently established communication systems. Responses to requests for bomb-related mutual aid outlined in this agreement shall be limited to: the City of Sarasota and the City of North Port. Other mutual aid requests will be handled on a case-by-case basis.
4. Powers, Rights, Privileges and Immunities. When engaging in voluntary cooperation and assistance outside of their jurisdictional limits, but under the terms of this MOU pursuant to the MAA, the Parties shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if the employee were performing duties inside the employee's political subdivision in which normally employed.
5. Chain of Command. The requesting Party shall have and exercise general control of directing members of the Explosive Materials Unit to places where they are needed. However, the commanding officer of the SPD EMU shall be responsible for exercising the ultimate control over the Explosive Materials Unit in response to the general directions of the requesting Party. The requesting Party will assign at its earliest convenience personnel to advise responding officers of statutory, administrative and procedural requirements within the jurisdiction of the occurrence.
6. Responsibilities. Officers of the requesting Party will be primarily responsible for making and processing arrests and the impounding and safeguarding of lives and property within the territorial boundaries of their jurisdiction. When a responding officer, while in the requesting jurisdiction takes a person or property into custody, he/she shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting Party for disposition in accordance with the laws of the requesting agency. Officers of the assisting Party who are subpoenaed to court as a direct or indirect result of providing services pursuant to this agreement shall honor all subpoenas by the requesting Party.
7. National Guidelines for Bomb Technicians Standards. All public safety bomb squad responses will be made with no less than the minimum personnel and equipment requirements as set forth in the *FBI National Guidelines for Bomb Technicians*.
8. FBI Standards. All responses to bomb response calls will be in compliance with FBI standards.
9. Equipment and Personnel. Equipment and personnel necessary to meet the guidelines set forth in the *National Guidelines for Bomb Technicians* may be provided in all or in part by the SPD or the NPPD.
10. Responsibility for Equipment, Materials and Supplies. In rendering mutual Public Safety Bomb Technician Personnel assistance, each Party shall be responsible for the provision of its own

equipment, materials, and supplies except in the case of emergency, where it appears to the officers or employees immediately involved, that the sharing or use of equipment loaned or furnished by the other Party is necessary or proper.

11. Required Training. No individual officer of either agency shall be authorized to conduct explosive response procedures without first satisfactory completion of the FBI Hazard Devices School and have current certification for public safety bomb technician. Officers from both agencies will participate in monthly training as set forth in the *National Guidelines for Bomb Technician*.
12. Selection of SPD EMU Members. Each Party will follow its own selection process for officers to be considered members of the SPD EMU. Candidates will be evaluated based upon their ability to perform basic tasks while wearing a bomb suit and carrying bomb disposal tools. Candidates must complete a standard physical exam that complies with the requirements set forth in 29 CFR, Section 1910.120. The selected candidate will pass an FBI background check. SPD shall have the final decision as to approval of all candidates applying for membership in its SPD EMU.
13. Communication Designation. For purposes of administration of this MOU, the Chief law enforcement officer of each agency which is a Party to this MOU, is hereby designated to communicate and cooperate on a regular basis as needed to fulfill this agreement.
14. Effective Date. 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. Either Party can terminate this MOU immediately, with or without cause, by delivering written notice of the termination to the other Party.
15. Notices. All written notices required pursuant to this MOU shall be delivered to:

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, 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: North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

With a copy to: Amber Slayton, City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

16. Liability. Each agency shall bear the liability from the acts or negligence of its employees in accordance with this MOU. The privileges and immunities from liability, exemption from laws, ordinances, rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this MOU. Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, neither participating agency shall be considered the agent of the other participating agency. Nothing in this MOU shall be deemed to be a waiver of any defense of sovereign immunity or any rights or immunities afforded under section 768.28, Florida Statutes, or any other applicable law.
17. Insurance. Each agency, by signing this MOU, certifies that they are adequately insured or self-insured to cover the risk to which that Party may be exposed. Should the insurance coverage of any agency be canceled or undergo a material change, that agency shall notify the other agency of such change within ten (10) days of receipt of notice or actual knowledge of such change, whichever is less.
18. Modification. This MOU may be modified upon the mutual written agreement of the Parties.
19. Supplemental Appropriation. Nothing herein shall prevent either participating agency from seeking supplemental appropriation from its governing or budgeting authority to reimburse for costs or expenses incurred during the performance of this MOU.
20. Counterparts. This MOU may be executed in a number of 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.
21. Non-Discrimination. The City of North Port, Florida and the City of Sarasota, Florida do 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.

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

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SIGNATURE PAGE

Pursuant to Sec. 2-5(3)gg, City Code, City of Sarasota, the City Manager is authorized to approve and execute this Agreement

CITY OF SARASOTA, FLORIDA
ON BEHALF OF
SARASOTA POLICE DEPARTMENT

By: _____
Pat Robinson
Deputy City Manager

Date: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
Robert M. Fournier
City Attorney

Date: _____

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SIGNATURE PAGE

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

CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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