

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, on August 26, 2022, Chief Judge Charles E. Roberts signed the attached Administrative Order No. 2022-10.2 entitled "IN RE: SECURITY AND OPERATIONS OF COURT FACILITIES" ("Order") that repeals and replaces A.O. 2017-4.2; and

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

WHEREAS, section III.C.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 section 943.1395, Florida Statutes, whose agency is headquartered within Desoto, Manatee, or Sarasota County, Florida and enters into a memorandum of understanding with the Sheriff of Sarasota County, Florida ("Sheriff") are permitted to carry firearms and weapons in court facilities when carrying out their official duties; 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, the Parties hereby agree as follows:

A. Definitions

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

1. "Facility" means reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real

estate, including, but not limited to, those for the purpose of housing legal materials for use by the general public and personnel, equipment, or functions of the circuit or county courts, public defenders' offices, state attorneys' offices, and court-related functions of the office of the clerks of the circuit and county courts and all storage. The term 'facility' includes all wiring necessary for court reporting services. The term also includes access to parking for such facilities in connection with such court-related functions that may be available free or from a private provider or a local government for a fee.

2. "Court facilities" in Sarasota County shall refer to the following locations:
 - a. **The Judge Lynn N. Silvertooth Judicial Center**, 2002 Ringling Boulevard, Sarasota; and
 - b. **Sarasota Criminal Justice Center**, 2071 Ringling Boulevard, Sarasota; including the 6th Floor, the public entrance and 1st floor lobby, public elevators, and future court offices that may be developed on other floors; and
 - c. **Sarasota Historic Courthouse**, 2000 Main Street, Sarasota;
 - d. **Sarasota Treatment Court Office**, Bayou Professional Building, 1751 Mound Street, Suite 101B, Sarasota; and
 - e. **South County Courthouse**, 4004 S. Tamiami Trail, Venice, including future court annex offices located on the second floor of the adjacent building, RL Anderson Administration Center, 4000 S. Tamiami Trail, Venice.
3. "Deputy sheriff" means a law enforcement officer appointed by the Sheriff and certified under chapter 943, Florida Statutes, who is employed by the Sheriff.
4. "Law enforcement officer" means an individual meeting the definition set forth in section 943.10(1), Florida Statutes, holding active certification from the CJSTC pursuant to section 943.1395, Florida Statutes, whose agency is headquartered within Desoto, Manatee, or 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 them as law enforcement; and
2. Provides appropriate identification; and
3. Is in the court facility on official 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.

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 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 signed below and remain in full force and effect until terminated in writing by either Party.

F. Notice

All written notices required pursuant to this Agreement 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: 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
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 December 2, 2020, which shall expire upon this MOU becoming effective.

H. Non-discrimination

The parties 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 MOU to be duly executed by its authorized representatives as of the date last signed below.

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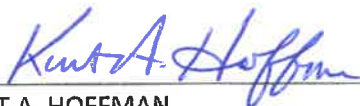
[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

 9-18-23
KURT A. HOFFMAN DATE
SHERIFF

APPROVED AS TO FORM AND CONTENT:

 9-18-2023
JULIE L. HERD DATE
GENERAL COUNSEL

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Approved by the City Commission of the City of North Port, Florida on Sept 12, 2023.

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



BARBARA LANGDON DATE
MAYOR

APPROVED AS TO FORM AND CONTENT:



AMBER SLAYTON DATE
CITY ATTORNEY

ATTEST:

 9/12/23

HEATHER FAUST, CMC DATE
CITY CLERK