

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SARASOTA COUNTY SHERIFF'S OFFICE, THE CITY OF NORTH PORT, THE CITY
OF SARASOTA, THE CITY OF VENICE, AND THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA for its
SARASOTA COUNTY SCHOOLS POLICE DEPARTMENT**

WHEREAS, this Memorandum of Understanding is entered into by and between the School Board of Sarasota County, Florida, for its Sarasota County Schools Police Department (SCSPD), the City of North Port, the City of Sarasota, the City of Venice, and the Sarasota County Sheriff's Office (SCSO), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter.

WHEREAS, the parties acknowledge that SCSPD 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 SCSPD law enforcement officers may expire while in such custody, irrespective of whether deadly force was used upon such persons; and

WHEREAS, the parties agree that, in all such incidents, thorough investigation, collection of evidence, and objective analysis are imperative to assure that justice is served; and

WHEREAS, the School Board of Sarasota County is a governmental agency located within the jurisdictional confines of Sarasota County; and

WHEREAS, the parties agree that SCSO is the most appropriate agency to assist the SCSPD in investigating instances in which a law enforcement officer, acting in the line of duty, shoots a person, or when an arrestee dies while in the custody of a law enforcement officer regardless of the jurisdiction in which such instance occurs.

NOW THEREFORE the Sarasota County Schools, the City of North Port, the City of Sarasota, the City of Venice, and the Sarasota County Sheriff's Office agree as follows:

1. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by SCSO:
 - a. The shooting of a person by a SCSPD law enforcement officer acting in the line of duty; or
 - b. The death of an arrestee while in the care, custody or control of a SCSPD law enforcement officer, the death of an arrestee shortly after being in the care, custody or control of a SCSPD law enforcement officer or the death of an intended arrestee during an arrest attempt by a SCSPD law enforcement officer.
2. Upon the occurrence of any of the enumerated predicate events, the ranking SCSPD

member on the scene will 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 personnel, State Attorney personnel, investigating SCSO/SCSPD members and other law enforcement investigators assisting the investigation will be permitted inside the crime scene perimeter. The ranking SCSPD member will then ensure that SCSO, is promptly contacted and requested to dispatch the SCSO Criminal Investigation Section (CIS) CIS to initiate an investigation and to coordinate crime laboratory services at the scene. SCSO will notify the State Attorney as soon as reasonably possible.

3. Pending arrival of the CIS, the ranking SCSPD member will 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 SCSPD member will ensure that arrested persons at the scene are detained pending the arrival of the CIS. The ranking SCSPD member will also provide any assistance requested by 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 SCSPD member will also coordinate with local law enforcement in any necessary crowd control efforts.
4. Upon receipt of notification from the SCSPD that any of the enumerated predicate events have occurred, the CIS Leader or designee will immediately implement an investigation pursuant to SCSO procedures governing Use of Force/Investigations Concerning the Use of Deadly or Other Force by a Law Enforcement Officer and Incidents of In Custody Deaths, which are incorporated herein by reference. SCSO will promptly coordinate the dispatch of the CIS together with the appropriate crime laboratory personnel, medical examiner personnel, State Attorney personnel and any additional law enforcement personnel which are required.
5. SCSO will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Memorandum of Understanding. SCSO may request the assistance of SCSPD personnel or personnel from other law enforcement agencies.
6. The SCSPD will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the enumerated predicate events. However, the parties agree that the criminal investigative efforts take precedence over any internal or administrative investigations conducted by the SCSPD. No internal report or statement authored or obtained by SCSPD personnel involved in the subject incident that has been provided to the SCSPD under order or policy shall be provided, or its contents revealed, to the criminal investigative team or the prosecutor until such time as the CIS and the SCSO Office of General Counsel agree that the criminal investigation will not be adversely

impacted by any potential for immunity that may attach to any such statement. The CIS and the SCSO Office of General Counsel may consult with the prosecutor to determine whether such statement may adversely impact any subsequent criminal prosecution. However, the CIS and the SCSO Office of General Counsel will make the final determination regarding use of such statements in SCSO's investigation. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the SCSPD's internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the CIS.

7. The parties agree that the SCSPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Memorandum of Understanding, SCSO will forward copies of all investigative reports and investigative summaries to the State Attorney having jurisdiction over the case and to the SCSPD for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely.
8. SCSO will submit all final reports of the material factual findings of the investigation to the State Attorney for review.
9. With respect to the investigation of incidents described in this Memorandum of Understanding, the City of North Port, the City of Sarasota, and the City of Venice all agree to transfer the operational control over investigations occurring within their respective jurisdictions to the SCSO.
10. This Memorandum of Understanding represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this agreement shall be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.
11. This agreement shall become effective on full execution by all parties, and may be terminated upon thirty (30) days notice by mutual agreement of the parties.
12. The parties agree if at any time during the duration of this Memorandum of Understanding the Sheriff signing the original agreement leaves office for any reason, the agreement at that time will automatically terminate and the parties will no longer be bound by its provisions. All other terminations of the agreement shall be in writing and subject to the aforementioned 30-day termination clause of this agreement.

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA for its

Sarasota County Schools Police Department
Agency

By

Bridget Ziegler
Name

Chair
Title

Date
Approved for Legal Content,
October 2, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

SARASOTA COUNTY SHERIFF'S OFFICE

Sarasota County Sheriff's Office
Agency

By

Thomas M. Knight
Name

Sheriff
Title

Date

CITY OF NORTH PORT POLICE

North Port Police Department
Agency

By

Name

Title

Date

CITY OF SARASOTA POLICE

Sarasota Police Department
Agency

By

Name

Title

Date

CITY OF VENICE POLICE

Venice Police Department _____
Agency

By

Name

Title

Date