MARTIN COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately response to:

(1) Intensive situations, including but not limited to emergencies as defined under Sections 252.34, Florida Statutes, and

(2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et seq., The Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement (Agreement) for law enforcement services which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

NOW, THEREFORE, the Agencies agree as follows:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the subscribed Law Enforcement Agencies hereby approves and enters into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the others to include, but not necessarily be limited to dealing with: civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilizations of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to:
Investigations, Homicides, Sex Offenses, Robberies, Assaults, Burglaries, Larcenies, Gambling, Motor Vehicle Thefts, Drug Violations Pursuant to Chapter 893, Florida

Statutes, Support of Backup Services During Patrol Activities, and Inter-Agency Task Forces and/or Joint Investigations.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

A. In the event that a subscribed Law Enforcement Agency is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Sheriff or his authorized designee, for the Sheriff s Office, and the Chief of Police or his authorized designee as the Law Enforcement Agency, whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner he/she deems appropriate.

B. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

C. Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of that law enforcement officer, representing his/her respective agency, he/she shall be empowered to render law enforcement assistance and act in accordance with law. Should enforcement action be taken, that law enforcement officer shall notify the agency having normal jurisdiction and upon the latter's arrival, tum the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

D. The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

SECTION V: INDEMNIFICATION/LIABILITY

To the extent it is responsible, each subscribed Law Enforcement Agency engaging in any cooperation and assistance, pursuant to this agreement, agrees with respect to any third party suit or claim for damages resulting from any and all negligent acts, omissions, or conduct of such agency's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating agencies and its appointees or employees, and to assume full responsibility for same, subject to provisions of Section 768.28, Florida Statutes, where applicable, and

provided such agency shall have control of the defense of any suit or claim to which said duty to indemnify and assumption of responsibility applies.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Employees of each subscribed Law Enforcement Agency when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127 (I) Florida Statutes, have the same powers, duties, rights, privileges and immunities as if those employees were performing duties inside the employee's political subdivision in which normally employed.

B. Each subscribed Law Enforcement Agency agrees to furnish necessary personnel, resources and facilities and to render services to each other subscribed Law Enforcement Agency; provided however, that no agency shall be required or obligated to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

C. A political subdivision or agency that furnishes equipment pursuant to this Agreement agrees to bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance for that equipment.

D. Subject to the reimbursement provisions of Section VIII (8), the agency furnishing aid or personnel pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall pay any amounts due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

E. The privileges and immunities from liability, exemption from laws, ordinances and 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 extra-territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: SATISFACTORY PROOF OF INSURANCE

Each subscribed Law Enforcement Agency shall maintain liability insurance in an amount which is, in the judgment of the governing body of that agency, at least adequate to cover the risk to which that agency may be exposed in the fulfillment of its obligations under this Agreement. However, should any part of the insurance coverage provided as proof of insurance be canceled or undergo material change, that agency shall notify all

subscribed Law Enforcement Agencies of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII: REIMBURSEMENT FOR COSTS AND EXPENSES

A. The subscribed Law Enforcement Agencies acknowledge and agree that with respect to any aid or services provided pursuant to SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION, there shall be no reimbursement for costs or expenses incurred by the assisting agency. However, this provision shall not be interpreted to prevent the requesting agency from agreeing in advance to pay for the costs or expenses of the operation even if the assisting agency or its employees benefit there from.

B. The subscribed Law Enforcement Agencies acknowledge and agree that with respect to any aid or services provided pursuant to SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE, the assisting agency shall be entitled to reimbursement for investigative expenses including, but not limited to, car rentals, hotel rentals or other incidental expenses reasonably incurred by the assisting agency in providing operational assistance. Reimbursement under this section does not include compensation for the assisting agency's employees or overtime pay. To be entitled to reimbursement for investigative expenses relating to Operational Assistance, the assisting agency shall first obtain the prior written authorization from the requesting agency which shall ultimately bear the investigative expenses.

SECTION IX: FORFEITURES OR OTHER RECOVERIES

In response situations where forfeiture of seized property is likely, the subscribed Law Enforcement Agencies shall endeavor to agree in advance to an equitable sharing of all proceeds. If an advance agreement cannot be made, the proceeds shall be equitably distributed in a manner reflective of the time, manpower and resources contributed by each agency. Proceeds shall be defined as the amount of money or properties existing after the forfeiting agency's costs and legal expenses have been paid.

SECTION X: LOST OR ABANDONED PROPERTY

Should any lost property, abandoned property, or unclaimed evidence, as those terms are defined by law, be found, located or seized by any subscribed Law Enforcement Agency during the performance of this Agreement, the subscribed Law Enforcement Agencies further agree to dispose of said property through public sale or auctions, the net proceeds of which shall be equally distributed among those agencies whose participation was initiated through this Agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION XI: EFFECTIVE DATE

Upon execution and approval by the hereinafter named officials, this Agreement shall take effect upon execution by the subscribing parties and shall continue in full force and effect until January 7, 2023. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XII: CANCELLATION

Any subscribed Law Enforcement Agency may cancel their participation in this agreement upon delivery of written notices to the other subscribed agencies. Cancellation will be at the direction of any subscribed Law Enforcement Agency.

END OF TEXT

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

Signed, sealed and delivered
In the presence of:

Office of the Sheriff of Martin County

7-2-20
Witness as to Sheriff (date)

BY: 7-2-2020
William Snyder, Sheriff (date)

7/2/2020
Sheriff's Attorney Review (date)

City of Stuart Police Department

Witness as to Chief of Police (date)

BY: Joseph Tumminelli, Chief of Police (date)

Attorney Review (date)

BY: Michael J. Meier, Mayor (date)

Town of Sewall's Point Police Department

1-28-2020
Witness as to the Chief of Police (date)

BY: 01/20/2020
Tina Ciechanowski, Chief of Police (date)

1.28.20
Attorney Review (date)

BY: 1-28-2020
Michelle Berger, Town Manager (date)

Town of Jupiter Island Department of Public Safety

Witness as to Director of Public Safety (date)

BY: Robert Garlo
Robert Garlo, Director of Public Safety

Attorney Review (date)
Thomas J. Baird
Associate Town Attorney

BY: May 19, 20
Whitney Pidot, Mayor (date)

