MUTUAL AID AGREEMENT

COMBINED

OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

This Mutual aid Agreement is entered into as of the date of the final signature on this Agreement by and between the Stuart Police Department and the St. Lucie County Sheriff's Office, as follows:

RECITALS

WHEREAS, it is the intent of this agreement, that because of existing and continuing law enforcement problems, especially those that cross jurisdictional lines, and in order to ensure that the provision of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the ST. LUCIE COUNTY SHERIFF'S OFFICE and the STUART POLICE DEPARTMENT have the authority under Section 23.12, Florida Statutes, The Florida Mutual Aid Act, to enter into a voluntary cooperation agreement;

NOW, THEREFORE BE IT KNOWN that the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in the investigation of criminal conduct within their respective jurisdiction, specifically to include, but not limited to, violations of Chapter 893, Florida Statutes, entitled Drug Abuse, Prevention and Control.

Now therefore, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, the agency head or his designee shall notify the other party from whom such assistance is required. The agency head or his designee whose assistance is sought shall evaluate

the situation and his available resources and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, each party agrees to notify the agency head or his designee of the county/city involved prior to or as soon as possible, after jurisdictional lines are crossed.

SECTION II: Each party agrees to furnish necessary equipment, resources, and facilities in order to render services to each other, as set forth above; provided, however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid. The agency which furnishes any equipment pursuant to this agreement shall bear the expense of the loss or damages to such equipment, unless such loss or damage is a direct result of an intentional or negligent act on the part of an employee or officer of the other party, to be determined through existing administrative procedures and shall pay any expense incurred in the operation and maintenance of such equipment.

SECTION III: The agency furnishing aid pursuant to this part shall compensate its employees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees, while they are rendering such aid, including any amounts paid or due for compensation, due to personal injury or death, while such employees are rendering such aid. In the event an officer works outside his jurisdiction under this agreement for a time period that would constitute an overtime situation, i.e. more than forty (40) hours within one week, and demands overtime compensation, the employing agency shall bear responsibility for such officer's overtime compensation, pursuant to the terms of any agreement in existence between such officer's employer and his union, if any or if no such agreement exists, based upon that agencies policies and procedures for overtime.

SECTION IV: Each agency will bear the liability arising from acts undertaken by its

personnel pursuant to this agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent, while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

SECTION V: Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in or to any written agreement entered under, this part, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed. Employees of the law enforcement agency rendering aid outside its jurisdiction shall report to their agency supervisor assigned to the mutual aid instance unless directed to report to another party by that supervisor. At all times, employees of any law enforcement agency rendering aid outside of their normal jurisdiction shall follow the policies and procedures of their respective agency, unless specific authorization to disregard a particular policy or procedure is given by their agency supervisor.

SECTION VI: Investigative expenses in support of this agreement shall be borne by the agency within whose jurisdiction the expenses occurred; provided, however, that no such investigative expenses shall be incurred without first obtaining the prior written authorization therefore by the agency required hereunder to bear said investigative expenses. In cases of overlapping or dual jurisdiction, the agency leading the investigation shall bear the investigative

expenses. Such expenses shall include car rental, fees, informant fees, “buy monies”, and any other miscellaneous expenses related to an officer’s performance of duties within the scope of this agreement.

SECTION VII: Should forfeiture actions against any property described in Section 932.703, Florida Statutes, occur during the performance of this agreement; both parties further agree to dispose of said property through public sales or auctions; the net proceeds of which shall be equally distributed between the agencies participating in the agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION VIII: Should any lost property, abandoned property or unclaimed evidence, as said terms are defined in Chapter 705, Florida Statutes, be found, located or seized by either party hereto during the performance of this agreement, both parties further agree to dispose of said property through public sales or auctions; the net proceeds of which shall be equally distributed between the agencies participating in the agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION IX: This agreement shall be in effect from the date of signing it by the parties and shall run through December 31, 2024. Under no circumstances may the agreement be renewed, amended or extended, except in writing.

SECTION X: Any party may withdraw from this agreement, upon written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers this____day of January, 2021.

SIGNED:

ST. LUCIE COUNTY SHERIFF'S OFFICE

By:_____
Print Name:_____
Its:_____

APPROVED AS TO FORM AND CORRECTNESS

By:_____
Print Name: Adam Fetterman, Esq.
Its: General Counsel

ATTEST:

By:_____
Print Name: Mary R. Kindel
Its: City Clerk

CITY OF STUART, FLORIDA

By:_____
Print Name: Eula R. Clarke
Its: Mayor

APPROVED AS TO FORM AND CORRECTNESS

By:_____
Print Name: Michael J. Mortell, Esq.
Its: City Attorney