

TAB 15

POINT PAPER

OPERATIONAL ASSISTANCE & VOLUNTARY COOPRATION AGREEMENT

01/26/09

ISSUE: Law enforcement boundaries stop at the city limits and if required to cross over to another city for assistance my personnel will need to be covered by a mutual agreement. At this time the current agreement is expiring.

BACKGROUND: The mutual agreement provides a mechanism where Manatee County law enforcement Agencies may coordinate any planning, operations, mutual aid, and use of law enforcement personnel and equipment because of a natural or man made disasters that may cross jurisdictional lines. This agreement has been completed yearly.

This agreement will be from the date executed to January 1, 2013 (i.e., term of elected Sheriff for Manatee County).

RECOMMENDATION: Authorize the Mayor and Chief of Police to sign the Operational Assistance and Voluntary Cooperation Agreement.

BUDGET IMPACT: None

**REQUESTED OPERATIONAL ASSISTANCE
AND
VOLUNTARY COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into by and between the undersigned parties as of the date last set forth below.

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 respond to:

- (1) Intensive law enforcement situations, including, but not limited to, emergencies as defined under Section 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, law enforcement agencies have the authority under Section 23.1225, F.S., et seq., The Florida Mutual Aid Act, to enter into Combined Mutual Aid Agreement for Law Enforcement Service which:

- (1) Provides for rendering of operations assistance in a law enforcement emergency as defined in Section 252.34, F.S., and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

WHEREAS, in recognition of the existing and continuing possibility of the occurrence of natural or man-made disasters or emergencies, and other major law enforcement problems, including those that cross jurisdictional lines, and in order to ensure that preparations of law enforcement resources will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County / Municipality / Authority, a voluntary cooperation agreement would assist law enforcement in serving these purposes; and

WHEREAS, the Florida Mutual Aid Act provides a mechanism whereby law enforcement agencies may coordinate planning, operations, mutual aid, and dispatch and use of law enforcement personnel and equipment whenever, because of natural or man-made disasters or emergencies, so as to protect the public peace and safety and preserve the lives and property of the citizens within the county / municipality / authority; and

WHEREAS, the Florida Mutual Aid Act permits law enforcement agencies to enter into a combined requested operational assistance agreement and voluntary cooperation agreement; and

WHEREAS, the law enforcement agencies of Manatee and Sarasota County have the authority under Part 1 of Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Requested

Operational Assistance Agreement and Voluntary Cooperation and wish to enter into such agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, it is agreed among the Sarasota Manatee Airport Authority, on behalf of its Police Department; the City of Bradenton; the City of Palmetto, the City of Bradenton Beach, the City of Holmes Beach, and the Town of Longboat Key, on behalf of their respective Police Departments; the President of New College, on behalf of the New College Police Department; and the Manatee County Sheriff's Office, as follows:

Section 1 Purpose

A. Pursuant to Chapter 23.1225 (1) (a), Florida Statutes, as amended, it is the intent of the parties to this Agreement to authorize, hereby, voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, including but not limited to;

1. Criminal activity
2. Domestic complaints
3. Motor vehicle accidents
4. Emergencies involving a threat to safety of persons or property.
5. Backup services during patrol activities and
6. Inter-agency task forces and / or joint investigations

B. Pursuant to Chapter 23.1225 (1) (b), Florida Statutes, as amended, it is the intent of the parties to this Agreement to request and render law enforcement assistance to the other in emergencies as defined in Chapter 252.34 (2), Florida Statute, as amended, and law enforcement intensive situations across jurisdictional lines, including, but not limited to;

1. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes;
2. Any natural or man-made disaster or emergency;
3. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large scale evacuations, aircraft and shipping disasters, fire, explosions, gas line leaks, radiological incidents, train wrecks and derailment, chemical or hazardous waste spills, and electrical power failures;
4. Terrorist activities, including, but not limited to, acts of sabotage;
5. Escapes from or disturbance within detention facilities;
6. Hostage and barricaded subject situations;

7. Sporting events, concerts, and parades;
8. Security and escort duties for dignitaries;
9. Incidents requiring utilization of specialized units, e.g. underwater recovery, aircraft, canine, motorcycle, bomb squad, crime scenes, and narcotics;
10. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objectives.

Section 2. Assistance Request. In the event that an agency party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The agency requiring assistance, shall, at the time the request is made or as soon thereafter as is practicable, notify the agency providing assistance of the name of its supervising officer, if not the agency head, who shall be the supervising officer of the personnel, resources, or facilities provided by the agency providing assistance as more particularly described in Section 4. The agency head or the designee or the agency whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

Section 3. Assistance Response. When deemed appropriate by the agency head or the designee of the agency whose assistance is sought, such agency agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to any other agency party to the Agreement as set forth above; provided, however, that no agency shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

Section 4. Chain of Command. The personnel, resources or facilities assigned to the agency requesting assistance shall be under the immediate command of a supervising officer designated by the agency head of the agency providing the assistance. The supervising officer shall be under the direct supervision and command of the agency head of the agency requesting assistance or his designee, if such designee is approved by the agency providing the assistance.

Section 5. Power, Rights, Privileges, Etc. Any employee of the law enforcement agency who renders assistance outside of the employing agency's jurisdiction but inside the State of Florida, pursuant to this Agreement, entered into under the Florida Mutual Aid Act, has the powers, duties, rights, privileges and immunities as if the employee were performing duties inside the employing agency's jurisdiction.

Section 6. Expenses Incurred. An agency that furnishes equipment to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment. The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time of the rendering of aid and shall defray the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgetary jurisdiction to reimburse the assisting agency for any actual costs or expense incurred by the assisting agency performing hereunder.

Section 7. Liability. Each agency shall bear the liability arising from acts undertaken by its employees pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of any employee of an agency when performing 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 Mutual Aid Agreement. The provisions of the Section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Section 8. Term. This Agreement shall take effect upon the last date of execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2013. (Generally, the term of the elected Sheriff of Manatee County).

Section 9. Renewal. This Agreement may be renewed or extended only by use of a formal written instrument executed with the same formalities as this Agreement.

Section 10. Early Termination. Any agency may withdraw from this Agreement upon written notice to all other parties. Cancellation shall be effective on the date of the receipt of written notice of cancellation.

Section 11. Relation To Other Agreements. Nothing herein is intended to abrogate any other agreements, or portions thereof, between some or all of the parties.

Section 12. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[This space intentionally left blank.]

Approval / Witness (As required by the governing body)

Approved as to form and correctness:

Witnesses:

_____ (Signature)

_____ (Title)

Approved as to form and correctness:

Witnesses:

_____ (Signature)

_____ (Title)

Approved as to form and correctness:

Witnesses:

_____ (Signature)

_____ (Title)

Approved as to form and correctness:

Witnesses:

_____ (Signature)

_____ (Title)
