

**COMBINED MUTUAL AID AGREEMENT AND
VOLUNTARY ASSISTANCE AGREEMENT
FOR LAW ENFORCEMENT SERVICES
DURING SPECIAL EVENTS**

WITNESSETH

WHEREAS, This Combined Mutual Aid Agreement and Voluntary Assistance Agreement for Law Enforcement Services During Special Events ("Agreement") originally entered into the 1st day of April, 2016, and amended, by and between the Sarasota Manatee Airport Authority, on behalf of its Police Department, the Vice President of New College, on behalf of the New College Police Department, the Sarasota County School Board, on behalf of its Police Department and the City of Sarasota, the City of North Port, the Town of Longboat Key and the City of Venice on behalf of their Police Departments, ("Agency/Agencies") as follows:

WHEREAS, the subscribing 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 during special events in the respective and neighboring municipalities and jurisdictions of the Agencies to include:

- (1) Municipality permitted special events; and
- (2) Municipality sponsored special events; and
- (3) Any other special event subsequently defined by the Agency requesting contracted off-duty law enforcement staffing by law enforcement personnel, 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 §23.1225, et seq. (as amended) otherwise known as the Florida Mutual Aid Act, to enter into Combined Mutual Aid Agreements for Law Enforcement Services which:

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

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 special events, natural or man-made disasters or emergencies, and in situations of a routine nature 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 Mutual Aid Agreement and Voluntary Assistance Agreement for Law Enforcement Services; and

WHEREAS, the law enforcement agencies of Sarasota County have the authority under Part 1 of Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Combined Mutual Aid Agreement and Voluntary Assistance Agreement for Law Enforcement Services and wish to enter into such agreement; and

WHEREAS, this Combined Mutual Aid Agreement and Voluntary Assistance Agreement for Law Enforcement Services does not make void any other mutual aid agreement, under the Florida Mutual Aid Act, between or among any of the parties to this Agreement, but rather operates as to the specific subject matter herein.

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 Vice President of New College, on behalf of the New College Police Department, the Sarasota County School Board, on behalf of its Police Department and the City of Sarasota, the City of North Port, the Town of Longboat Key and the City of Venice on behalf of their Police Departments, as follows:

Section 1. Purpose

A. Pursuant to Chapter 23.1225 (1) (c), 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) Municipality permitted special events; and
- (2) Municipality sponsored special events; and
- (3) Any other special event subsequently defined by the Agency requesting contracted off-duty law enforcement staffing by law enforcement personnel, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

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 requesting 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 their 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 their 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. Costs and Expenses Incurred. An Agency that furnishes equipment as part of this Agreement is responsible for any and all expenses incurred in the operation and maintenance of that equipment. Labor costs and expenses for off-duty employees of the responding Agency staffing events under this agreement shall be borne as follows:

- A. For events under Section 1.A.(1) of this Agreement, "**municipality permitted special events**," the private party sponsoring and/or organizing the event shall be responsible for the payment of any and all labor costs related to the staffing of the event by off-duty employees of the responding Agency. The requesting Agency head, or their designee, shall coordinate, and have final approval of, the agreement as to the logistics and the terms between the private party event sponsor/organizer and the responding Agency. The requesting Agency head, or their designee, may set a deadline(s) for the agreement of said logistics and terms between the parties. Said deadline(s) may be set at the time of the permitting of the event, or within a time period at the discretion of the requesting Agency head or their designee. Said terms include the payment rates and terms for the labor costs of the responding Agency's off-duty employees staffing the event. The requesting Agency shall not be responsible for any costs or expenses related to the staffing of these events. No agreement shall waive or otherwise alter the limitations set forth in this Section or in Section 7 of this Agreement.
- B. For events under Section 1.A.(2) of this Agreement, "**municipality sponsored special events**," the requesting Agency shall be responsible for the payment of the agreed upon labor costs related to the staffing of the event by off-duty employees of the responding Agency. The rates and terms shall be established pursuant to mutual agreement of the Agency head, or their designee, of each Agency that is party to the agreement, at the time of the permitting of the event, or within a time period at the discretion of the Agency head, or their designee,

of the requesting Agency. The requesting Agency shall not be responsible for any other costs or expenses related to the staffing of these events. No agreement shall waive or otherwise alter the limitations set forth in this Section or in Section 7 of this Agreement.

- C. For events under Section 1.A.(3), **“any other special event subsequently defined by the Agency requesting contracted off-duty law enforcement staffing by law enforcement personnel, so as to protect the public peace and safety, and preserve the lives and property of the people,”** the labor costs related to the staffing of the event by off-duty employees of the responding Agency shall be apportioned pursuant to the mutual agreement of the Agency head, or their designee, of each Agency that is party to the agreement, at the time of the permitting of the event, or within a time period at the discretion of the Agency head, or their designee, of the requesting Agency. The requesting Agency shall not be responsible for any costs or expenses, related to the staffing of these events, other than what is specifically and mutually agreed upon. No agreement shall waive or otherwise alter the limitations set forth in this Section or in Section 7 of this Agreement.

The responding Agency, furnishing aid pursuant to this Agreement, shall be responsible for any other compensation that may be due its employees during the time of the rendering of aid including any travel and maintenance expenses of its employees while they are rendering aid and 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, in its discretion, 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 and Indemnification.

- A. **Equipment.** An Agency that furnishes equipment as part of this Agreement is responsible for the risk of loss and any and all damage to said equipment that may occur by participating in any special events pursuant to this Agreement.
- B. **Employees.** Each Agency shall bear the liability arising from the negligence and/or 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.

Nothing in this Agreement shall be deemed a waiver by any of the parties of their respective sovereign immunity protections, as set forth in Section 768.28, Florida Statutes, or a waiver of any other immunities or protections afforded by state or federal law.

Section 8. Term. This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall remain in full force and effect continuously from year to year, unless terminated as provided herein.

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.

Section 13. Captions. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

Section 14. Assignment or Transfer. The parties to this Agreement may not assign or transfer their rights or obligations under this Agreement without the prior written consent of the other parties.

Section 15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

Section 16. Amendment, Waivers, and Supplements. Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the parties hereto.

Section 17. Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in Sarasota County, Florida.

Section 18. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, resolutions and agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed.

TOWN OF LONGBOAT KEY

TOM HARMER,
Town Manager, Town of Longboat Key

ATTEST:

TRISH SHINKLE,
Town Clerk, Town of Longboat Key

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by TOM HARMER, Town Manager of the Town of Longboat Key, who is personally
known to me or who has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me, this ____ day of _____,

2019.

(Signature)

Notary Public
(Print or Type Name)

My Commission Expires:

Approved as to Form and Content

Maggie D. Mooney, Town Attorney
Town of Longboat Key

CITY OF SARASOTA

Pursuant to Sec 2.5(3) gg, City Code, City of Sarasota, the City Manager is authorized to approve and execute written contracts on behalf of the City for "[m]utual aid agreements authorized by the "Florida Mutual Aid Act" set forth in F.S. ch. 23, pt. I."

THOMAS BARWIN
City Manager, City of Sarasota, Florida

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by THOMAS BARWIN, City Manager of the City of Sarasota, who is personally known to me or who has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2019.

(Signature)

Notary Public
(Print or Type Name)

My Commission Expires:

Approved as to Form and Content

Robert Fournier,
City Attorney, City of Sarasota
SARASOTA MANATEE AIRPORT AUTHORITY

FREDRICK J. PICCOLO,
President & CEO,
Sarasota Manatee Airport Authority

ATTEST:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
FREDRICK J. PICCOLO, President and Chief Executive Officer the Sarasota Manatee Airport
Authority, who is personally known to me or who has produced
_____ as identification.

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2019.

(Signature)

Notary Public
(Print or Type Name)

My Commission Expires:

NEW COLLEGE OF FLORIDA

JOHN MARTIN, Vice President
Finance & Administration
New College of Florida

ATTEST:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by JOHN MARTIN, who is the Vice President of Finance & Administration at New College of Florida, who is personally known to me or who has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 2019.

(Signature)

Notary Public
(Print or Type Name)

My Commission Expires:

NORTH PORT POLICE DEPARTMENT

DEBBIE MCDOWELL,
Mayor, City of North Port

STATE OF FLORIDA
County of SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by, DEBBIE MCDOWELL who is the Mayor of the City of North Port, Florida, and
_____ who is personally known to me or _____ who has produced
_____ as identification.

SWORN TO AND SUBSCRIBED before me, this _____ day of _____,
2019.

(Signature)

Notary Public (Print or Type Name)

My Commission Expires:

Approved as to Form and Correctness

City Attorney
City of North Port
SARASOTA COUNTY SCHOOL BOARD
POLICE DEPARTMENT

By: _____

Title: _____

STATE OF FLORIDA
County of SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by,

_____ who is the _____ and
()

who is personally known to me or () who has produced _____
as
identification.

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2019.

(Signature)

Notary Public (Print or Type Name)

My Commission Expires:

Approved as to Form and Correctness

Art Hardy,
Attorney for School Board of Sarasota County

CITY OF VENICE
POLICE DEPARTMENT

By: _____
Ron Feinsod
Title: _____
Mayor, City of Venice

STATE OF FLORIDA
County of SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by, _____ who is the _____
and () who is personally known to me or () who has produced
_____ as identification.

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2020.

(Signature)

Notary Public (Print or Type Name)

My Commission Expires:

Approved as to Form and Correctness

Kelly M. Fernandez,
City Attorney
City of Venice, Florida