

VOLUNTARY COOPERATION
AND OPERATIONAL ASSISTANCE AGREEMENT

BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE CITY OF VENICE, FLORIDA
REGARDING
CASPERSEN BEACH

THIS VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT ("Agreement") is entered into by and between the Sarasota County Sheriff's Office ("SCSO"), located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232, and the City of Venice, Florida ("CITY"), located at 401 West Venice Avenue, Venice, Florida 34285, collectively the ("Parties"), on behalf of the Venice Police Department ("VPD"), located at 1575 E. Venice Avenue, Venice, Florida 34292, for law enforcement services and resources at Caspersen Beach, located at 4100 Harbor Drive South, Venice, Florida 34285.

WITNESSETH:

WHEREAS, Caspersen Beach is a public park located in unincorporated Sarasota County, Florida, adjacent to the CITY's municipal limits; and

WHEREAS, it is mutually advantageous to the Parties to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, the Parties have the authority under the Mutual Aid Act, Chapter 23, Part I of the Florida Statutes, to enter into a mutual aid agreement for law enforcement services and resources which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, the Parties wish to enter into such an agreement,

NOW THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

Pursuant to §23.1225(1), Fla. Stat. (2013), the Parties authorize the voluntary cooperation and assistance of routine law enforcement nature across jurisdictional lines to provide a joint response to the increased criminal activity at Caspersen Beach. The nature of the law enforcement cooperation and assistance to be rendered shall be patrol and law enforcement services by VPD at Caspersen Beach related to criminal activity and emergencies involving a threat to the safety of persons or property, to include but not limited to investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, and controlled substances violations.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

This Agreement shall act as a standing request by SCSO to VPD to provide cooperation and assistance in accordance with the terms of this Agreement. VPD shall evaluate the situation and VPD's available resources and shall respond in a manner which VPD deems appropriate after consultation with SCSO.

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

VPD provided personnel and resources shall be under the immediate command and direct supervision of VPD.

SECTION IV: POWERS, DUTIES, RIGHTS, PRIVILEGES, AND IMMUNITIES

When engaging in voluntary cooperation and assistance outside of their jurisdictional limits, but under the terms of this Agreement, the Parties shall, pursuant to the provision of §23.127(1), Fla. Stat. (1993), have the same powers, duties, rights, privileges, and immunities as if the employee were performing duties inside the employee's political subdivision in which normally employed.

Each Party shall furnish necessary personnel, equipment, resources, and facilities, and shall render services to the other Party as set forth above; provided, however, that no Party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such aid.

Each Party shall bear its own costs incurred during performance of this Agreement, including damage to equipment and compensation of employees, and any civil liability stemming from the acts of its employees while rendering cooperation and assistance.

Nothing herein shall prevent either Party from seeking supplemental appropriation from its governing or budgeting authority to reimburse for costs or expenses incurred during performance of the Agreement.

Each Party shall bear the liability arising from the acts or negligence of its employees in accordance with this Agreement. 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 extraterritorially under the provisions of this mutual aid agreement.

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

SECTION V: TERM AND TERMINATION

This Agreement shall be effective upon its execution and shall remain in effect until terminated by either Party in writing. This Agreement may be amended by written instrument executed by both Parties with the same formalities of this Agreement. Either Party may terminate this Agreement upon written notice to the other Party and said termination shall be effective on the date of the receipt of the notice.

SECTION VI: NOTICE

All notices required pursuant to this Agreement shall be in writing as indicated below:

Sarasota County Sheriff's Office

TO: Sarasota County Sheriff's Office
Attn: Sheriff
6010 Cattleridge Boulevard
Sarasota, Florida 34232

CC: Sarasota County Sheriff's Office
Attn: General Counsel
6010 Cattleridge Boulevard
Sarasota, Florida 34232

City of Venice, Florida

TO: City of Venice
Attn: Mayor
401 West Venice Avenue
Venice, Florida 34285

CC: Persson, Cohen & Mooney, P.A.
Attn: Kelly M. Fernandez
236 Pedro Street
Venice, Florida 34285

CC: Venice Police Department
Attn: Chief of Police
1575 E. Venice Avenue
Venice, Florida 34292

SECTION VII: RELATION TO PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements and understandings between the Parties, whether oral or written, for the provision of law enforcement services and resources for Caspersen Beach, including the Fifth Extension to Voluntary Cooperation and Operation Assistance Mutual Aid Agreement for Caspersen Beach executed on December 2, 2019, which upon the signing of this Agreement shall terminate.

SECTION VIII: MULTIPLE COUNTERPARTS

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by its authorized representatives as of the dates signed below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

VOLUNTARY COOPERATION
AND OPERATIONAL ASSISTANCE AGREEMENT

BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE

AND
THE CITY OF VENICE, FLORIDA

REGARDING
CASPERSEN BEACH

-SIGNATURE SHEET-

SARASOTA COUNTY SHERIFF'S OFFICE

KURT A. HOFFMAN DATE
SHERIFF

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of January, 2021, by Kurt A. Hoffman, as Sheriff, on behalf of the Sarasota County Sheriff's Office, who is personally known to me.

NOTARY STAMP:

ORALIA F. RUSHING
NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO FORM AND CONTENT:

CRYSTAL H. BAILEY DATE
GENERAL COUNSEL

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE AGREEMENT

BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE

AND
THE CITY OF VENICE, FLORIDA

REGARDING
CASPERSEN BEACH
-SIGNATURE SHEET-

**CITY OF VENICE, FLORIDA O/B/O
VENICE POLICE DEPARTMENT**

RON FEINSOD
MAYOR

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Ron Feinsod, as Mayor of the City of Venice, Florida, on behalf of the Venice Police Department, who is personally known to me.

NOTARY STAMP:

NOTARY PUBLIC, STATE OF FLORIDA

ATTEST:

APPROVED AS TO FORM AND CONTENT:

LORI STELZER
CITY CLERK

KELLY M. FERNANDEZ
CITY ATTORNEY