

OPERATIONAL ASSISTANCE AGREEMENT

THIS OPERATIONAL ASSISTANCE AGREEMENT (the Agreement) is entered into this _____ day of _____, 2005, by and between THE CITY OF NAPLES (the "City") on behalf of the City of Naples Police and Emergency Services Department (the "Naples Police Department") and the COLLIER COUNTY SHERIFF'S OFFICE ("CCSO"). The City and CCSO are sometimes referred to collectively herein as the "parties".

WHEREAS, the parties 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 in law enforcement intensive situations falling short of emergencies under Section 252.34(3), Florida Statutes; and

WHEREAS, it is the intention of the parties that due to the existing and continuing possibility of law enforcement intensive situations, as defined below, and other law enforcement problems, and to ensure that the preparation of law enforcement will be adequate to deal with said situations, this Agreement is necessary to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, two law enforcement agencies have the authority under Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a requested Operational Assistance Agreement for the requesting and rendering of assistance in law enforcement intensive situations; and

WHEREAS, the City has the authority under Section 23.1225(3) (b), Florida Statutes, to enter into a mutual aid agreement on behalf of the Naples Police Department.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Recitals - The foregoing recitals are true, correct and incorporated herein.
2. Law Enforcement Intensive Situations - For the purposes of this Agreement, "law enforcement intensive situations" shall be those situations requiring law enforcement assistance to protect public peace and safety or to preserve lives and property that fall short of emergencies, as that term is defined in Section 252.34(3), Florida Statutes, and shall include, but not be limited to, the following:

- a. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
 - b. Any natural disaster.
 - c. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks, and derailments, chemical or hazardous waste spills and electrical power failures.
 - d. Terrorist activities including, but not limited to, acts of sabotage.
 - e. Escapes from or disturbances within detention facilities.
 - f. Hostage and barricaded subject situations.
 - g. Narcotic investigations.
 - h. Sporting events, concerts and parades.
 - i. Security and escort duties for dignitaries.
 - j. Incidents requiring utilization of specialized units: e.g. underwater recovery, aircraft, canine, motorcycle, bomb and crime scenes.
 - k. Emergency situations in which one agency needs additional assistance to perform its functional objective.
3. Mutual Aid – The parties hereby agree that either CCSO or Naples Police Department may request law enforcement assistance from the other agency or may render law enforcement assistance to the other agency in law enforcement situations under the terms and conditions contained herein.
4. Procedure for Requesting Assistance – In the event that either the CCSO or the Naples Police Department is in need of law enforcement assistance in a law enforcement intensive situation, the agency in need of assistance (the “Requesting Agency”) shall notify the agency from which assistance is required (the “Assisting Agency”). If the Assisting Agency is CCSO, then immediately upon notification by the Chief of Naples Police and Emergency Services Department, or his designee, the CCSO shall dispatch fifty per cent of on-duty Deputy Sheriff’s, or a minimum of three (3) Deputies to assist the Naples Police Department. Further, if in the judgment of the Chief of Naples Police and Emergency Services

Department, or his designee, that the additional assistance is needed, then CCSO shall begin an immediate call out of off duty Deputies, for assistance to the Naples Police Department. If the Assisting Agency is the Naples Police Department, then immediately upon notification by the Collier County Sheriff, or his designee, the Naples Police Department shall dispatch fifty percent of on duty Police Officers, or a minimum of three (3) Police Officers, to assist the CCSO. Further, if in the judgment of the Collier County Sheriff, or his designee, that additional assistance is needed, the Naples Police Department shall begin an immediate call out of off duty Police Officers, up to fifty percent of the total City Police Officers, for assistance to the CCSO.

5. Nature of the Assistance to be Rendered – The Assisting Agency shall furnish necessary equipment, resources and facilities, and render services to the Requesting Agency in accordance with Section 4 of this Agreement; provided, however, that the Assisting Agency shall not be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such mutual aid.
6. Equipment / Employees – The Assisting Agency shall bear the loss or damage to such equipment used in rendering aid and shall pay any expense incurred in the operations and maintenance thereof. The Assisting Agency 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 engaged in rendering such aid. Nothing herein shall prevent a request for supplemental appropriations from the governing authority having budgetary jurisdiction of the Requesting Agency to reimburse the Assisting Agency for any actual costs or expenses incurred by the Assisting Agency performing hereunder.
7. Expenses – Actual out of pocket expenses (e.g. evidence purchases, confidential informant expenses, etc.) shall be shared by the parties based upon a percentage to be agreed upon by the parties following the furnishing of mutual aid in a law enforcement intensive situation. Said percentage shall be based upon the expenditures of each party, in terms of manpower, equipment, and resources for the law enforcement intensive situation. In addition, seized and forfeited property or the proceeds of such property shall be shared based upon those percentages. The CCSO shall provide the procedure for the forfeiture of any seized property and shall be reimbursed its actual expenses for such forfeiture.

8. Liability – Each party will bear the liability arising from acts undertaken by its own personnel pursuant to this Agreement. All of 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 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 extra-territorially under the provisions of this Agreement. The provisions of this section shall apply with equal effort to paid, volunteer and auxiliary employees. It is not necessary for Officers of the Naples Police Department to be deputized by the CCSO for the purpose of rendering mutual aid under this Agreement.
9. Supervisory Authority – The resources or facilities that are assigned by the Assisting Agency shall be under the immediate command of a supervising Officer designated by the Assisting Agency. Said supervising Officer of the Assisting Agency shall be under the direct supervision and command of the agency head, or his designee, of the Requesting Agency. However, in all instances, the CCSO personnel shall observe CCSO General Orders and Policies at all times in all respects.
10. Authority – Whenever the employees of either CCSO or NPD are rendering aid outside its jurisdiction and pursuant to the authority contained herein, 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.
11. Term – This Agreement shall be in effect until September 1, 2010 pursuant to Florida Statute Section 23.1225(1) (b).
12. Termination – Either party may withdraw from this Agreement upon thirty (30) days written notice to the other party.
13. Recording – This Agreement shall be recorded in the official records of Collier County, Florida.
14. Filing with the Florida Department of Law Enforcement – A copy of this Agreement shall be filed with the Department of Law Enforcement within fourteen (14) days of execution by both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the date set forth below.

COLLIER COUNTY SHERIFF'S OFFICE

Don Hunter, Sheriff

Date

CITY OF NAPLES

ATTEST:

Dr. Robert E. Lee, City Manager

Date

Tara A. Norman, City Clerk

Date

Robert Pritt, City Attorney

Date