

**LAW ENFORCEMENT
MUTUAL AID AGREEMENT**

BETWEEN

**CITY OF NAPLES
POLICE DEPARTMENT**

&

**CITY OF FORT MYERS
POLICE DEPARTMENT**

WITNESSETH

WHEREAS, the safety of the citizens of the State of Florida is of the utmost importance to all levels of state and local government;

WHEREAS, the Jurisdiction of the Naples Police Department and Fort Myers Police Department seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel, and equipment and

WHEREAS, under the Mutual Aid Act, Chapter 23, Part I, Florida Statutes, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services across jurisdictional lines.

Now, therefore, the parties agree as follows.

Section I: Provisions for Voluntary Cooperation

Each of 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 dealing with any violations of Florida Statutes to include controlled substance violations, and for inter-agency task forces and /or joint investigations. When an officer of the City of Naples Police Department or City of Fort Myers Police Department is assigned to task force operations pursuant to this agreement and he/she observes a violation of Florida Statutes in his/her presence, he/she shall be empowered to render enforcement assistance and to take enforcement action in accordance with the law.

Section II: Procedures for Requesting Assistance

In the event that either party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in an appropriate manner.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance under this mutual aid agreement in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. No officer or appointee shall be empowered under this agreement without prior approval of the agency head having normal jurisdiction and the agency head's decision in these matters shall be final. Under exigent circumstances, such as the observation of a serious public safety hazard or witnessing a violation of a felony criminal statute which a reasonable law enforcement officer would deem to merit an immediate response, action may be taken to mitigate a dangerous circumstance or apprehend a suspect prior to receiving authorization, provided that approval shall be sought as

soon as possible. No provision of this mutual aid agreement shall impair any of the jurisdictional powers of either agency in non-mutual aid situations.

Section III: COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command and Supervision

In order to ensure that control is maintained over the law enforcement operations of the agency receiving mutual aid under this agreement, the supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency receiving assistance.

B. Conflicts

Whenever an officer or other appointee is rendering mutual aid assistance pursuant to this agreement, the officer or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and supersede the direct order, unless such action would result in imminent bodily harm of another person.

SECTION IV: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

Employees of the City of Naples Police Department and the City of Fort Myers Police Department, when rendering assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's jurisdiction.

Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid. Each agency that furnishes equipment pursuant 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 mutual aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its 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.

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 shall 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 this section shall apply with equal effect to paid, volunteer, auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VI: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, the party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VII: EFFECTIVE DATE AND TERM AGREEMENT

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through January 1, 2016. Under no circumstances may this agreement be renewed, amended, extended or cancelled except in writing.

SECTION VIII: CANCELLATION

Either party may cancel its participation in this mutual aid agreement upon delivery of written notice to the other party or parties. Cancellation will be effective at the direction of any subscribing party.

In witness whereof, as chief executive officers with power to contractually bind each law enforcement agency, shall cause these presents to be signed on the date specified below.

ATTEST:

CITY OF NAPLES

Tara A. Norman, City Clerk

A. William Moss, City Manager

Approved as to form and legality:

Date: _____

Robert D. Pritt, City Attorney

ATTEST:

CITY OF FORT MYERS

, City Clerk

William Mitchell, City Manager

Approved as to form and legality:

Date: _____

Grant Alley, City Attorney

