

RESOLUTION 15-85

BE IT RESOLVED that the appropriate officers of the City are authorized to execute, deliver and ratify on behalf of the City that certain Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement between the City and the City of Bonifay Police Department, in the form attached and presented to the Council today.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of April, ^{2015 (LTD)} 2014, *nunc pro tunc* March 30, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:



Holly White, City Clerk
Jo Smith, Deputy City Clerk

Linda Humphreys

From: Jones, Harvey <HarveyJones@fdle.state.fl.us>
Sent: Friday, April 03, 2015 7:11 AM
To: 'Linda Humphreys'
Subject: MAA e-Receipt Bonifay PD-Panama City Beach

MutualAid@fdle.state.fl.us FAX (850) 410-8392



e-RECEIPT for Mutual Aid Agreement

On **04-03-2015**, this office received a file copy of the mutual aid agreement between the **Bonifay PD** and **Panama City Beach**.

Pursuant to the administrative reporting requirements of the Mutual Aid Act (F.S. §23.1225(4)), a copy of this agreement is now on file with the Florida Department of Law Enforcement.

It is recommended that this receipt (or copy) be maintained with each original agreement to document that you have complied with this requirement, and that you inform each other participating agency of your compliance.

Please remember that a **copy** of each newly executed law enforcement mutual aid agreement constructed under the authority of the Florida Mutual Aid Act needs to be promptly submitted to FDLE:

By E-mail: A scanned (.pdf document) copy of each complete agreement sent to MutualAid@fdle.state.fl.us

By FAX: A copy of each complete agreement to (850) 410 – 8392

By Mail: FDLE Mutual Aid, ATTN: Harvey Jones, P O Box 1489, Tallahassee FL 32302-1489

Each submitted copy should include an agency e-mail address to which an e-receipt acknowledging your compliance will be sent.

Participating agencies should note that FAQ's related to developing mutual aid agreements and model agreements which incorporate current statutory requirements may be found on the **FDLE's Mutual Aid Website – Local Assistance Page** located on Florida's Criminal Justice Network (FLCJN.net). These model agreements may be downloaded and adapted to meet the needs of participating agencies.

For specific local or regional issues, questions, or for direct assistance with agreements or mutual aid planning, please contact this office.



Harvey Jones – Mutual Aid Operations Review Specialist

Investigations & Forensic Science Program, Office of Field Services

850 . 410 . 7067 CELL = 850.528.4206 FAX = 850.410.8392 MutualAid@fdle.state.fl.us

Harvey Jones
Mutual Aid
850-410-7067 office
850-528-4206 Cell

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

This Agreement is made as of March 30, 2015, by and between Bonifay Police Department and the City of Panama City Beach, Florida.

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) 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
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S., and
 - (1) 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
 - (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S.; and

WHEREAS, the City of Panama City Beach for its Police Department and Bonifay Police Department have the authority under Section 23.1225 F.S., et seq., to enter into a combined mutual aid agreement for law enforcement service which:

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

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, but not necessarily be limited to, investigation of homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling and motor vehicle thefts, and primarily focusing on inter-agency task forces and/or joint investigations involving drug violations pursuant to Chapter 893, F.S., and backup services during patrol activities.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the assisting agency may be contacted for assistance. The assisting effort shall be restricted to necessary first aid and traffic direction.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, that party shall notify the agency head or designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and will respond in a manner he or she deems appropriate.

Nothing contained herein shall be construed to require either law enforcement agency to render assistance to the other. The decision to render assistance to the other law enforcement agency shall rest solely within the discretion of the agency to whom the request is made.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his or 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.

The agency head's decision in these matters shall be final.

Should a sworn law enforcement officer be in the other subscribed agency's jurisdiction for a matter of a routine nature, such as traveling throughout the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida statutes occurs in the presence of said party, he or she shall be empowered to render law enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

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 head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

Conflicts: Whenever an officer of either subscribing agency renders assistance pursuant to this Agreement, that officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operation procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- (1) The identity of the complainant.
- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.

- (4) The identity of the employee accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information will all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. 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 F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating agency when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside the state of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above. Provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay and expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this Section shall compensate its appointees and 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 assistance.

- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death or other benefits that apply to the activity of an employee of and 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 the mutual aid agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and reserve employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing herein is intended or is to be construed as any transfer or contracting away of any of the powers or functions of either party to the other.

SECTION VII. LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(15)(a) F.S., in an amount which is, in the judgment of the governing body of that party 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, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII. FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to chapter 932 F.S. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932 F.S., to include, but not be limited to, the complete discretion to bring the action or dismiss the actions.

All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture actions.

SECTION IX. EFFECTIVE DATE AND AMENDMENTS

This Agreement shall take effect as of March 01, 2015, for a term of five (5) years, and thereafter shall be automatically renewed from year to year absent either party serving notice of cancellation as provided in Section X. This Agreement shall not be modified or amended except by written instrument executed with the same formalities as this Agreement.

SECTION X. CANCELLATION

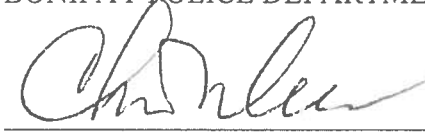
Any party may cancel its participation in this Agreement upon delivery of ninety (90) days written notice to the other party. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

PANAMA CITY BEACH POLICE

BONIFAY POLICE DEPARTMENT

 03-30-15

 4/1/15

DREW WHITMAN Date
CHIEF OF POLICE

CHRIS WELLS Date
CHIEF OF POLICE

 3-30-15

 4-1-15

MARIO GISBERT Date
CITY MANAGER

LAWRENCE CLOUD Date
MAYOR