

CITY OF TARPON SPRINGS AND CITY OF NEW PORT RICHEY

COMBINED MUTUAL AID AGREEMENT

and

INTERGOVERNMENTAL INTERCHANGE OF PUBLIC EMPLOYEES

This AGREEMENT is made and entered into by and between the City of Tarpon Springs and the City of New Port Richey (hereinafter also referred to individually as a “cooperating agency/agencies”), to address voluntary cooperation, emergency response team operational assistance, special event staffing, and joint training sessions.

WHEREAS, Part 1 Chapter 23 of the Florida Statutes, the “Florida Mutual Aid Act”, authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agencies during emergencies under s.252.34, Florida Statutes ; and

WHEREAS, the cooperating agencies recognize that an increasing number of criminals are operating across the jurisdictional boundaries of the cooperating agencies; and that there is a need for a continuing cooperative multi-jurisdictional response to such unlawful activities; and

WHEREAS, the cooperating agencies desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the cooperating agencies have determined that it is in the best interest of the health, safety and welfare of the citizens of the municipalities to enter into this Mutual Aid Agreement; and

WHEREAS, the undersigned cooperating agencies desire to have the ability to interchange police officers to assist the agency during special events, SWAT operations, and other occasions when additional police manpower is required to insure public safety, and

WHEREAS, the cooperating agencies desire to enter into an “Intergovernmental Interchange of Public Employees” agreement pursuant to Part II of Chapter 112 of the Florida State Statutes for such purpose; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

Each of the undersigned cooperating agencies hereby approve and enter in this Agreement authorizing each of the agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Either party to this agreement may request the voluntary assistance and cooperation of any other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of another cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advised that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

The proceeds of any forfeiture action arising out of any law enforcement described in above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

IV. Voluntary Investigation

On-Duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in any of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the jurisdiction where the subject is located.

V. Inter-Agency Joint Task Forces and SWAT operations

- A. Law enforcement officers assigned to joint task force operations, and/or SWAT operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and/or SWAT operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes , and completing appropriate documentation.
- B. Law enforcement officers assigned to joint task force operations and/or SWAT operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force and/or SWAT operational plan approved by the cooperating agencies participating in the joint task force and/or joint SWAT operations.
- C. Interchange of law enforcement officers assigned to cooperating agency to assist during special events under the direction of a supervisor from the receiving cooperating agency.

VI. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agencies in a law enforcement emergency, including but not limited to:
 - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.

2. Any natural or man-made disaster.
 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 4. Terrorist activities including acts of sabotage.
 5. Escapes from and disturbances within any local or state detention facilities.
 6. Hostage and barricaded subject situations.
 7. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
- C. Upon request for assistance to the Chief of Police or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
- D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
- E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
- F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish police protection. Should the need arise, the cooperating agency may, at any time,

recall personnel and equipment to the jurisdiction in which they are normally employed.

- G. Resources which may be available under this Section shall include, but are not limited to, personnel marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
- H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

VII. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in another cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation while engaged as part of a task force, SWAT operation or any other voluntary investigation (making an arrest in other jurisdiction) or operational assistance (ie, Special Events). The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were

performing their duties in the jurisdiction in which they are normally employed.

- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of the agency to which they are called; otherwise the officers shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$100,000 per person and \$200,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein

shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.

- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. The pay status of the exchanged employee under the employee interchange shall be administered pursuant to Section 112.24(3)(a) F.S.
- O. The employee interchanged with the receiving City shall continue to be deemed to be an employee of the sending City for all pay and benefit purposes and all labor contracts then in force will continue to be in force regarding said employee and shall continue to be the

employee of the sending City, except that the supervision of the said employee during the period of the exchange will be under the control of the receiving City.

- P. In order to provide legal status for the police officer operating outside his or her normal jurisdiction, the receiving City shall insure that the exchanged employee is under the continuing supervision of a sworn police officer of the receiving City for the purposes of insuring that the exchanged employee shall have the appropriate authority to act as a police officer within the receiving jurisdiction.
- Q. Upon specific agreement between the parties as to a particular exchange, the receiving City may pay all employee benefits, travel expenses and other costs and expenses of the exchanged employee during the time of such exchange, upon invoice from the sending City.
- R. Except as is specifically otherwise provided herein, the provisions of Chapter 112.24(3) and (4) are incorporated herein by reference and shall govern the employment status, benefits, reimbursement of expenses and other details of the employee interchange between the parties.
- S. This Agreement shall constitute the entire understanding between the parties and any oral or written agreements heretofore exchanged between the parties are deemed to be merged herein. Any modification to this Agreement shall require a document in writing executed with the same formality as this Agreement.
- T. Nothing herein shall be deemed to waive the sovereign immunity provisions applicable to the parties and specifically the provisions of Chapter 768 of the Florida Statutes.
- U. Nothing herein shall be deemed to be for the benefit of any third party.
- V. During the term of the interchange of employees, the sending City may recall any of the employees exchanged hereunder for any reason deemed to be appropriate by the sending City and there shall be no entitlement to such interchange by the receiving City and any claim for additional costs or other damage because of the recall of an exchanged employee are hereby specifically waived by the receiving City.

- W. Each party will be responsible for its own negligence and shall indemnify the other party for liability attributable to the party charged with such negligence.
- X. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- Y. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2026. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- Z. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by both of the parties hereto.

VIII. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

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

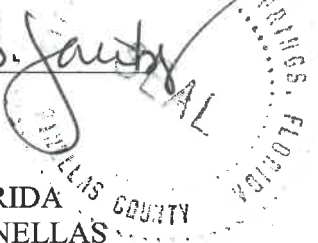
CITY OF TARPON SPRINGS, FLORIDA

By: [Signature]
Mayor, Chris Alahouzos

By: [Signature]
City Manager, Mark LeCouris

By: [Signature]
Chief of Police, Robert P. Kochen

ATTEST:

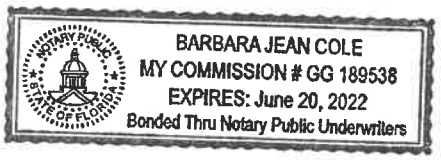
[Signature]
City Clerk


Approved as to form:

[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

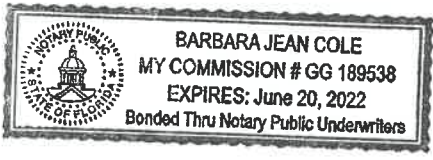
The foregoing instrument was acknowledged before me this 15th day of December, 2020, by CHRIS ALAHOUZOS, the Mayor of the city of Tarpon Springs, who () is personally known or () has produced a Florida Driver's License or _____ as identification.



[Signature]
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2020, by MARK LECOURIS, the City Manager of the city of Tarpon Springs, who () is personally known or () has produced a Florida Driver's License or _____ as identification.



[Signature]
Notary Public
My Commission Expires:

CITY OF NEW PORT RICHEY, FLORIDA

By: [Signature]
Mayor/Commissioner

By: [Signature]
City Manager

By: [Signature]
Chief of Police

ATTEST:
[Signature]
City Clerk

Approved as to form:
[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 5th day of January, 2020, by Rob Marowe, the Mayor of the City of New Port Richey, who () is personally known or () has produced a Florida Driver's License or _____ as identification.

[Signature]
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 5th day of January, 2020, by Debbie L. Manns, the City Manager of the City of New Port Richey, who () is personally known or () has produced a Florida Driver's License or _____ as identification.

[Signature]
Notary Public
My Commission Expires:

