

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** September 2, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Law Enforcement Mutual Aid Agreement with the Florida East Coast Railway, LLC

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved - Police
- 2) Type of Agreement – Law Enforcement Mutual Aid Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Pursuant to Section 23.1225(1),(2), Florida Statutes
- 4) Term of Contract
 - a) initial – 5 years
 - b) renewals (if any) – only if in writing.
 - c) who exercises option to renew – mutual.
- 5) Contract Amount – n/a
- 6) Termination rights – Either party may cancel upon sixty (60) days written notice.
- 7) Indemnity/Insurance Requirements –Indemnity is pursuant to Chapter 23, Florida Statutes and Section 768.28. Florida Statutes.
- 8) Scope of Services – The agreement provides for the City of Hollywood Police Dept to assist FEC in law enforcement emergency situations and public safety matters in accordance with the Joint Declaration attached Exhibit “A”.
- 9) City’s prior experience with Vendor (if any) –yes.
- 10) Other significant provisions – (a) The municipality having financial responsibility for agency providing services, personnel, equipment, or facilities pursuant to the Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same; (b) The municipality having financial responsibility for the agency providing aid pursuant to the agreement shall compensate all of its employees rendering aid

pursuant to this agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due to such employees; (c) All exemptions from ordinances, rules, pension, insurance etc. which apply to the activity of such officers, agents, or employees of such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under this Agreement. The provisions of this Agreement apply with equal effect to paid auxiliary employees of the FEC; and (d) During the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, may be seized and the property shall be seized and equitable distributed among the participating agencies in proportion to the amount of the investigation and participation performed by each Agency.

cc: Cathy Swanson-Rivenbark, City Manager