

MUTUAL AID AGREEMENT

Between the City of Hollywood, Florida and the Florida
East Coast Railway Police Department

Whereas, it is the responsibility of the governments of the City of Hollywood, Broward County, Florida and the Florida East Coast Railway, LLC, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the continuing possibility of the occurrence of the law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Hollywood Police Department and/or The Florida East Coast Railway Police Department; and

Whereas, in order to ensure the ability of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the City of Hollywood and the Florida East Coast Railway; and

Whereas, City of Hollywood and the Florida East Coast Railway have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Hollywood and the Florida East Coast Railway, municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short Title**: Mutual Aid Agreement
2. **Description**: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.
- b. **Agency or participating Law Enforcement Agency:** Either the City of Hollywood Police Department or the Florida East Coast Railway Police Department.
- c. **Agency Head:** Either the Chief of Police of the City of Hollywood Police Department or the Chief's designees; and the Chief of Police of the Florida East Coast Railway Police Department, or the Chief's designees.
- d. **Authorized Agency Representative:** Agency head as defined herein.
- e. **Participating Municipal Police Department:** The Police Department of any municipality in Broward County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- f. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration attached as Exhibit "A", an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The Agency Head of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating Law Enforcement Agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed.
- b. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to the provisions of this 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.
- c. The municipality having financing responsibility for the Law Enforcement Agency providing aid pursuant to this 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.

- d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's 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 agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid auxiliary employees of the Florida East Coast Railway Police Department.
6. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitable distributed among the participating agencies in proportion to the amount of investigation and participation performed by each Agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
7. **Indemnification:** To the extent permitted by law, the Law Enforcement Agency requesting operational assistance pursuant to Chapter 23, Florida Statutes and this Mutual Aid Agreement will indemnify, defend and hold the assisting Law Enforcement Agency, its officers, agents and employees, harmless from and against any and all claims, demands and causes of actions of every kind and character arising out of any error, omission or sole negligent act in the performance of the requested law enforcement assistance. Each participating Law Enforcement Agency reserves the right to select its own counsel in any such claim or proceeding. Nothing in this Agreement shall be construed to affect in any way either Law Enforcement Agency's rights, privileges and immunities as set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including _____, 2019. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officer of the parties hereto.

AGREED TO AND ACKNOLWEDGED this _____ day of _____, 2014.

Peter Bober, Mayor
City of Hollywood, Florida

ATTEST:

Patricia Cerny, MMC, City Clerk
City of Hollywood, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey Sheffel, City Attorney
City of Hollywood, Florida

John Young, Chief of Police
Florida East Coast Railway, L.L.C.