

#AGR2016-18



MARION COUNTY SHERIFF'S OFFICE

City of Dunnellon
MAR 11 2016
RECEIVED

March 9, 2016

Nathan Whitt, Mayor
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Re: 2016-2017 Voluntary Cooperation/Operational Assistance Agreement
Between Marion County Sheriff's Office and Dunnellon Police Department

Dear Mayor Whitt:

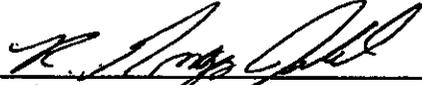
Enclosed is the original of the 2016-2017 mutual aid agreement between the Sheriff's Office and Dunnellon Police Department. We have made the City's requested changes to the language in Section V and are returning the agreement for your signature and the City's approval. The current agreement between the Sheriff's Office and Dunnellon Police Department expires on today's date, March 9, 2016.

This renewal agreement has already been signed by Sheriff Blair and Acting Chief Lt. Todd Spicher. Once execution is completed by the City, please retain a copy for the City's records and return the original to us so that we can file a copy with FDLE as required by Florida Statute 23.1225(4).

As always, thank you for your assistance with this matter. If you have any questions, please do not hesitate to contact me at (352) 368-3591.

Sincerely,

CHRIS BLAIR, SHERIFF

By: 
R. Gregg Jerald, Bureau Chief
and General Counsel

J/s
Enclosure

Chris Blair, Sheriff

**VOLUNTARY COOPERATION/OPERATIONAL
ASSISTANCE AGREEMENT
FOR 2016-2017**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the DUNNELLON POLICE DEPARTMENT and the MARION COUNTY SHERIFF'S OFFICE.

WITNESSETH:

WHEREAS, the DUNNELLON POLICE DEPARTMENT is a municipal law enforcement agency and the DUNNELLON CITY COUNCIL has approved this Voluntary Cooperation/Operational Assistance Agreement and has authorized the Chief of Police to execute said Agreement; and

WHEREAS, it is the intent of this agreement, that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed 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 in both intensive situations including emergencies under Section 252.34(3), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably

deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

- (a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:
1. **IDENTIFICATION:** The evidence sections of the DUNNELLON POLICE DEPARTMENT and the MARION COUNTY SHERIFF'S OFFICE shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
 2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the MARION COUNTY SHERIFF'S OFFICE in the form of bus or van operation by Marion County Sheriff's Office Corrections Officers. In the event the resources of the MARION COUNTY SHERIFF'S OFFICE are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.
 3. **BOOKING AND DETENTION:** Booking and Detention of arrested persons shall be by the Marion County Sheriff's Office Corrections Officers at the Marion County Jail. Whenever possible, advance notice of mass arrests, or anticipated mass arrests, shall be given to the on-duty supervisor at the Marion County Jail in order that adequate arrangements may be made for orderly, efficient, and safe processing of all arrested persons. To make custody clear, the arrested person shall be the responsibility of the arresting officers until such time as the arrestee is taken into the main booking area.

SECTION III: The party that furnishes any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The party furnishing aid pursuant to this part shall compensate 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 unless otherwise provided. Nothing herein shall prevent the requesting agency requesting supplemental appropriations from

the governing authority having budgetary jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION IV: Each agency will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All of 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 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 any of their functions and duties extra-territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

SECTION V: Each party shall provide satisfactory proof of police professional liability insurance including general liability insurance with minimum limits of \$200,000.00 for a single claim and \$300,000.00 for multiple claims arising out of the same incident or occurrence, or that it is a self-insured entity for purposes of Chapter 768.28(5) of the Florida Statutes. Should the coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of their receipt of notice of such change.

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

SECTION VII: In accordance with Chapter 23.127, Florida Statutes, whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in or to any written agreement entered under this part, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed.

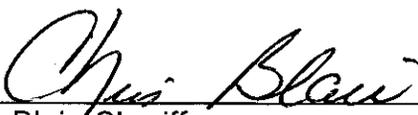
SECTION VIII: Nothing in this agreement is intended or to be construed as any transfer or contracting away of the powers or functions of one agency to the other.

SECTION IX: This agreement shall be in effect for a period of one year from the date of signing. Under no circumstances may the agreement be amended, renewed, or extended except in writing.

SECTION X: Any party may withdraw from this agreement upon written notice to all other parties.

IN WITNESS WHEREOF, the agencies hereto cause the duly authorized signatures to be affixed.

MARION COUNTY SHERIFF'S OFFICE



Chris Blair, Sheriff

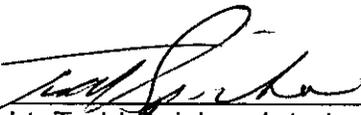
Attest:

CITY OF DUNNELLON

City Clerk/Administrator

For the use and reliance of the
City of Dunnellon only;
Approved as to form and legality

Nathan Whitt, Mayor



Lt. Todd Spicher, Interim Chief of Police
Dunnellon Police Department

City Attorney