

MUTUAL AID AGREEMENT

THIS AGREEMENT is dated this 25th day of January, 2017, made by and between Wayne Ivey, in his capacity as Sheriff of Brevard County, Florida, The School Board of Brevard County, Florida, the Melbourne Airport Authority, and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The parties to this Agreement may sometimes individually be referred to herein as an "agency" or a "party".

WHEREAS, Section 23.1225, Florida Statutes, authorizes jurisdictions to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire an expansive mutual aid relationship as authorized by this Statute.

NOW, THEREFORE, in consideration of the promises stated herein, the parties agree as follows:

1. Time Limit. This Agreement shall commence upon execution and shall expire at 12:00 midnight on the 25th day of January 2019. Provided, however, that any party may withdraw from this Agreement by providing thirty (30) days advance written notice to all other parties and to the Florida Department of Law Enforcement, in which case the withdrawing party's rights and obligations hereunder shall terminate. The foregoing notwithstanding, the obligations and rights of indemnity pursuant to Paragraph 3 of this Agreement shall survive the termination of this Agreement or the withdrawal from this Agreement by any party.
2. Nature of Law Enforcement Assistance. Law enforcement assistance may be provided by law enforcement officers ("officers") and personnel of any party to this Agreement (and they are hereby requested to provide such assistance) in the jurisdiction of any party to this Agreement under the circumstances described below in which case any such officer and personnel

shall have all powers, privileges and immunities as authorized in Section 23.127, Florida Statutes, or any corresponding provisions of law:

- a. Investigations Outside Jurisdiction. When an investigation involving a crime, ordinance violation, or traffic infraction, which occurs within the investigating agency's jurisdiction, may be facilitated by the conduct of law enforcement activities such as, but not by way of limitation: interviewing witnesses, interviewing suspects, executing search warrants, executing arrest warrants, collecting evidence, conducting surveillance, or apprehending offenders outside the jurisdictional area of the investigating agency, then such investigating agency may enter into the jurisdictional area of another party for these purposes.

The procedure for so doing shall be that the officer from the investigating agency, who intends to enter the jurisdictional area of another agency, shall give notice to such other agency of his or her intent to execute search warrants, execute arrest warrants, conduct surveillance or interviews, or apprehend offenders of the location in the other agency's jurisdictional area where the investigation or other law enforcement activity will take place, the nature of the investigation, or other law enforcement activity, and the identity of the officer who is in charge of the investigation or other law enforcement activity. If prior notice cannot be given due to the circumstances, notice shall be given as soon as reasonably possible. Likewise, upon concluding the investigatory or other law enforcement activities in the other agency's jurisdictional area, the officer in charge shall notify the other agency that the investigation or other law enforcement activity has concluded. The failure of an officer to follow these procedures shall not, however, invalidate the officer's exercise of law enforcement authority in such other agency's jurisdictional

area, any arrests that occurred, any searches or seizures that occurred, or otherwise affect the validity of any law enforcement action taken. Nothing in this Agreement shall in any way waive or diminish the law enforcement powers and duties vested in the Sheriff and deputy sheriffs by the Florida Constitution, Florida Statutes, or the common law of the State of Florida.

- b. Pursuits. An officer may pursue any individual or individuals into the jurisdiction of another agency to the extent allowable by law. Upon apprehension of any such individual or individuals, such officer may take appropriate enforcement action, including arresting the offender for violations of the criminal law or ordinance, issuing traffic citations, seizing property or contraband, and making searches incidental to arrest, as allowable by law. To the extent allowable by law, the officer may charge the individual or individuals with violations of the law or infractions that occurred during the pursuit, even if such violations occurred outside the jurisdictional area of the officer's agency. The authority granted hereunder is in addition to that which is contained in Section 901.25, Florida Statutes, or any corresponding provisions of law. As used herein, the term "pursuit," shall not be limited to "fresh pursuits," but shall include all attempts to apprehend an offender/violator traveling from one agency's jurisdictional area to another's agency's jurisdictional area.

The procedure to be utilized shall be that, when practical, the pursuing officer shall notify the communications center of the agency in whose jurisdictional area the pursuit is taking place, as to the location of the pursuit and nature of the pursuit. Failure to follow these procedures, however, shall not invalidate the officer's exercise of law enforcement authority, any arrests that occur, any searches or seizures that occur or otherwise affect the validity of any law enforcement action taken.

- c. Emergencies. Any on-duty officer of one agency who is in or near the jurisdictional area of another agency and therein observes an emergency situation, including, but not limited to, a vehicular accident, pedestrian accident, boating accident, drowning, person in need of emergency first aid, a breach of the peace, or otherwise, may intervene and assist for the purpose of preserving life, limb and property until such time an officer of the affected jurisdiction arrives. While so doing, the officer shall have the power to make any and all arrests and otherwise act with full authority as a law enforcement officer in the jurisdictional area of the other agency. The procedure to be followed is that notice shall be made to the affected agency in whose jurisdictional area the activity has occurred or is occurring as soon as reasonably possible, and, upon the arrival of an officer of the affected agency, such arriving officer shall take command of the emergency. In addition, upon arrival of the affected agency's officer, such officer shall take custody of any arrestee, and collect evidence, fruits of any crime, instrumentalities of any crime, and safeguard any property. Failure to follow these procedures shall not invalidate or affect the officer's exercise of law enforcement authority, any arrests that occur, any searches that occur, or any law enforcement actions taken.
- d. Arrests Outside Jurisdiction. Any on-duty officer in whose presence is committed one or more of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and

wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed; in the jurisdictional area of another agency, may affect the arrest of such offender and detain such offender until an officer of that other agency arrives, in which case the arrestee and all evidence shall be provided to the officer of such other agency in whose jurisdictional area the arrest occurred, who shall conclude the investigation, take custody of the arrestee, evidence, fruits of the crime, instrumentalities of the crime and secure all property of the arrestee.

- e. Off-Duty Activities. An officer of one agency may, while off duty and in the jurisdictional area of another agency, arrest offenders who commit in their presence any of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed. An officer making an off-duty arrest outside of the jurisdictional area of their agency pursuant to this Agreement shall follow the procedures adopted by their agency for off-duty arrests. In addition to those procedures adopted by officer's agency, an officer shall comply with the following additional procedures:

- 1) As soon as is practical after the subject has been arrested, the officer shall notify the agency in whose jurisdictional area the arrest occurred, at which time such agency shall assume

responsibility for the arrestee, physical evidence relating to the arrest, fruits of the crime, instrumentalities of the crime, and shall secure the property of the arrestee pursuant to its own policies and procedures; and

- 2) The arresting officer and an officer from the agency in whose jurisdictional area the arrest occurred shall complete such reports, property receipts, and other documents as are required by their respective agencies.
- 3) No deviation from any procedure outlined above shall invalidate an arrest or search and seizure, affect the law enforcement authority conferred upon any officer pursuant to this Agreement, or invalidate any other law enforcement action.

f. Requested Assistance. At any time, an officer of any agency may request the assistance of an off-duty or on-duty officer of another agency. The request may be made for assistance due to emergencies, such as civil disturbances, "officer in trouble" calls, accidents, incidents wherein life, limb or property is in peril, catastrophes, or any other emergency, or for routine, non-emergency matters, such as requests that routine calls for law enforcement service be covered by the assisting agency while the requesting agency's officers are busy handling more serious calls for service, or any other non-emergency request for assistance. The procedure for requesting and authorizing such assistance is as follows:

- 1) the requesting agency shall direct its request to the communications center of the assisting agency.
- 2) The shift commander, or other responsible officer of the assisting agency, shall determine whether or not the assisting agency can

provide the requested assistance and who from the assisting agency shall render such assistance.

- 3) The officer from the assisting agency may render such assistance as requested under the command of the requesting agency.

g. Temporary Personnel Assignment. Any agency that is a party to this Agreement may request an inter-jurisdiction loan of personnel on a temporary basis for the purpose of assisting the requesting agency with specific objectives. For example, but not by way of limitation, one agency may borrow personnel from another agency to act in an undercover capacity within the requesting agency's jurisdiction, or assist within the communications center or public safety answering point (PSAP) with telephone or radio activity. Such personnel loans may also be utilized for traffic and crowd control during special events, criminal investigations wherein specialized expertise is needed, to establish a task force to investigate organized criminal activity affecting the jurisdictional area of more than one agency, during times when 9-1-1 calls are alternately routed to the host agency, or for any other lawful purpose. During such temporary assignment, the requesting agency shall have command responsibility for the assisting officer or telecommunicator. The procedure for requesting this type of assistance shall be as follows:

- 1) The requesting agency shall direct its request, preferably in writing, to the Chief of Police, Sheriff, or agency head of the agency from which the requesting agency is requesting assistance.
- 2) The agency head of the assisting agency shall determine if the assisting agency is able to fulfill the request.

- 3) The agency requesting assistance shall have command responsibility for all personnel transferred pursuant to subparagraph 2.g. of this Agreement.
- 4) The requesting agency and the assisting agency may, by contract, make provision for such issues as the amount of compensation that the requesting agency will pay the assisting agency, if any, for use of the assisting agency's personnel.

In the absence of any agreement on this issue, the assisting agency shall pay the compensation and other benefits for its own personnel while they are assigned to the requesting agency. The agreement between the requesting agency and the assisting agency may also provide for the distribution of forfeited currency or property. In the absence of an agreement to the contrary, the requesting agency shall retain all such forfeited currency or property. The requesting agency and the assisting agency may make any other valid agreement without considerations to the provisions of this Agreement.

- h. School Safety Officers. In addition to the rights and powers granted elsewhere in this Agreement, all of which are cumulative with this Subparagraph 2.h, School Board officers are hereby authorized to enforce any and all laws in an area within 1,000 feet of a school or school board property, irrespective of whether such area lies within the jurisdictional area of the School Board. Upon a School Board officer taking any enforcement action outside of the jurisdictional area of the School Board pursuant to this subparagraph 2.h, such School Board officers shall proceed as if the enforcement action occurred within the jurisdictional area of the School Board, including following policies and procedures of

the School Board of Brevard County, who shall retain command responsibility over all actions taken pursuant to this subparagraph 2.h. A copy of the incident report shall be furnished to the agency in whose jurisdictional area the School Board officers have taken such enforcement action.

3. Indemnification. Under all of the circumstances enumerated hereinabove in Subparagraphs 2.a through 2.h, each jurisdiction to the extent provided by law shall have responsibility for any losses, damages or claims arising from the acts or omissions of its own employees, whether such acts or omissions occur within or without its jurisdiction. Furthermore, to the extent permitted by law, each jurisdiction shall indemnify and hold all other jurisdictions harmless for any losses, damages, or claims (including, without limitation, attorneys' fees and costs incurred in defense of any such claims) arising from the acts or omissions of its officers while such officers are engaged in activities outside their jurisdictions. In the event that any injury or loss is caused, in part, by the officer(s) of one jurisdiction and, in part, by the officer(s) of another jurisdiction, while any officers are acting outside of their jurisdiction, then each jurisdiction shall bear responsibility based on the percentage of its liability as determined by settlement or as finally adjudicated in a court of law. The provisions of this Paragraph 3 are not intended to, nor shall they operate to affect the rights, defenses, limitations, privileges and immunities of the parties pursuant to the provisions of Section 768.28(5), Florida Statutes, as amended from time to time, or any corresponding provisions of law. Notwithstanding the foregoing, the indemnification hereinbefore set forth shall not be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, reckless, willful or intentional acts or omissions.

4. Interpretation. This Agreement is intended to provide broad extra jurisdictional authority to the officers who are employed by the parties hereto. Any deviation from policies or procedures in attempting to exercise extraterritorial jurisdiction by any officer shall not affect the validity of any arrest or other law enforcement action taken pursuant to this Agreement. It is the express intent of the parties that the policies and procedures described herein and in the internal policies of each agency are for the administrative direction of their officers and not intended to limit the exercise of jurisdiction pursuant to this Agreement.
5. Deputized Officers/Indemnity. To the extent that any officers of any of the jurisdictions that are party hereto have been deputized by the Sheriff, and to the extent that any of these officers act outside of their employing agency's jurisdiction, the indemnity provisions contained in this Agreement shall apply to any acts or omissions of such officers while they act outside their jurisdiction, irrespective of the fact that such officers are sworn deputy sheriffs.
6. Command Responsibility. Except for the circumstances described in Subparagraphs 2.f, 2.g and 2.h hereinabove, command responsibility shall be determined as follows:
 - a. When an officer is acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement, such officer's agency shall have command responsibility over the officer's actions, until such time as command responsibility is transferred to another agency pursuant hereto.
 - b. When an arrest is made by an officer acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement for criminal activities that occurred outside of the jurisdictional area of such officer's agency, then, upon arrival of an officer from the agency in whose

jurisdictional area the crime occurred, that arriving officer shall assume command responsibility for the arrestee, property, and criminal investigation.

- c. When an officer of one agency enters the jurisdictional area of another agency for the purpose of continuing a criminal investigation, or pursuing a subject, arising from an offense that occurred within the jurisdictional area of such officer's agency, such officer's agency shall retain command responsibility for such officer.
 - d. The foregoing notwithstanding, should an emergency arise while an officer is acting outside of the jurisdictional area of such officer's agency, such as injury to the officer, a hostage situation, a barricaded suspect, or any other emergency, the shift commander of the agency in whose jurisdictional area the emergency is occurring shall, upon arrival, have command responsibility for the emergency and all officers at the scene of the emergency until the emergency is resolved. The determination of when an emergency exists shall be within the discretion of the shift commander for the agency in whose jurisdictional area the emergency occurs.
7. No Third Party Beneficiaries. This Agreement is for the benefit of the parties who are signatories hereto, and their officers, employees and agents. No other individual or entity is intended to benefit hereby.
 8. Cumulative Effect. This Agreement is cumulative with laws, ordinances, resolutions or other agreements that relate to an officer's exercise of law enforcement authority outside the jurisdictional area of the officer's agency with respect to the parties to this Agreement. This Agreement is not intended to provide the sole basis upon which law enforcement authority may be exercised outside the geographic area of any party to this Agreement.

9. Savings Clause. The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses or portions thereof be deemed invalid and of no force and effect, only that provision, clause or portion thereof shall fail and the remainder of this Agreement shall be in full force and effect. Furthermore, if the scope of this Agreement is too broad, then the parties intend for the Court to enforce the Agreement to the extent that it determines is reasonable.
10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement or any action related to the employment relationship created hereunder shall lie exclusively in the appropriate state court located in Brevard County, Florida.
12. Compensation for Assistance. Unless specifically agreed to in writing by the respective agencies, compensation to the assisting officer shall be paid by the agency that employs the officer.
13. Authority to Enter Into this Agreement. Each Agency that is a signatory to this Agreement and, thus is party to this Agreement, hereby acknowledges that Section 23.1225(3), Florida Statutes, requires that this Agreement must be signed by the chief executive officer of the Agency, who is authorized to bind the Agency. Each Agency represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action at a duly noticed meeting of the governing body of such Agency, and the individual signing this Agreement is the chief executive officer of such Agency and has the authority to bind the Agency whom such individual represents. Notwithstanding the foregoing, Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, hereby acknowledges and represents that he

has the authority to enter into this Agreement without the approval of any governing body based on the opinion of the Office of the Florida Attorney General, Opinion 96-07, issued on January 26, 1996.

14. This Agreement to Supersede Previous Agreement. This Agreement shall supersede and replace the prior Mutual Aid Agreement dated January 25, 2015, in all respects, as to each Agency as to when that Agency signs this Agreement.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

BY: _____

_____, its Chair
School Board of Brevard County

Date: _____

BY: _____

_____, its Superintendent
School Board of Brevard County

Date: _____

BY: _____

Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
Melbourne Airport Authority

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Cocoa

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Cocoa Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
Town of Indialantic

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Indian Harbour Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
Town of Melbourne Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Melbourne Village

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Palm Bay

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Rockledge

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Satellite Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of Titusville

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
_____, its _____
City of West Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____