

RESOLUTION NO. 148

A RESOLUTION CONFIRMING COMMITMENT BETWEEN THE SHERIFF OF BAY COUNTY, FLORIDA AND THE CITY OF PARKER FOR MUTUAL AID AND ASSISTANCE.

WHEREAS, the Sheriff of Bay County, Florida and the City of Parker have the authority under Chapter 23, Part 1, Florida Statutes, the Florida Mutual Aid Act, to enter into an operational assistance agreement; and

WHEREAS, it is to the mutual benefit of the parties hereto that each party cooperate in responding to civil disturbance, large protest demonstrations, aircraft disasters, natural and man-made disasters, sporting events, concerts, parades or any other situation requiring law enforcement action; and

WHEREAS, this cooperation promotes a more effective and efficient use of county and local resources.


NOW THEREFORE, Be it resolved by the City of Parker, Florida, as follows:

1. That the City of Parker shall enter into a reciprocal agreement with the Sheriff of Bay County, Florida for mutual aid and assistance as outlined in attached exhibit "A".

2. That the Chief of Police is hereby authorized to execute the reciprocal agreement between the parties for the purpose set forth herein.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Parker, Florida on this 22nd day of August, 1995.

City of Parker


Brenda G. Hendricks
Mayor

ATTEST:


David Linger, City Clerk

OPERATIONAL ASSISTANCE AGREEMENT

WHEREAS, the Sheriff of Bay County and his deputies have jurisdiction and law enforcement responsibility throughout Bay County, Florida;

WHEREAS, the City of Parker (the "City") is located in Bay County, Florida, and its law enforcement jurisdiction only extends to its jurisdictional boundaries;

WHEREAS, it is the intent of the Agreement that because of the existing and continuing possibility of intensive situations and other law enforcement emergencies and in order to ensure 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 Sheriff of Bay County, Florida, and City have the authority under Chapter 23, Part 1, Florida Statutes, the Mutual Aid Act, to enter into a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situation and emergencies.

NOW, THEREFORE, be it known that the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby the Sheriff of Bay County may request and receive law enforcement assistance from the other in responding to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades or any other situation requiring law enforcement action, and with notice to and consent of the senior law enforcement officer on duty for the Bay County Sheriff's Office - unless precluded by exigent circumstances, the City may investigate and report on traffic accidents and minor incidents that occur in the unincorporated areas of Bay County that are contiguous to the City's jurisdictional boundary.

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that the Sheriff of Bay County is in need of assistance as set forth above, they shall notify the authority from whom such assistance is required. The agency head, or his designee, whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate.

SECTION II: The authority agrees to furnish necessary equipment, resources and facilities and to render services to the Sheriff of Bay County as set forth above; provided, however, that the authority shall not be required to deplete unreasonably its own equipment, resources, facilities and services in furnishing such assistance. Furthermore, the Bay County Sheriff's Office agrees to provide a means for a municipal law enforcement officer to communicate with the Bay County Sheriff's Office and to provide assistance, when requested, of any law enforcement nature to the City of Parker.

SECTION III: The authority which furnishes any equipment pursuant to other Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof (unless otherwise provided in a written agreement entered under this part). The authority furnishing aid pursuant to this part shall compensate its employees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such 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 Sheriff of Bay County from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting authority for any action costs or expenses incurred by the authority performing hereunder.

SECTION IV: The Sheriff of Bay County and the authority will bear the liability arising from acts undertaken by their personnel pursuant to this Agreement. All of the privileges and immunities from liability, exemption from law, 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 public agencies shall apply to them to the same degree, manner and extend while engaged in the performance of any of their functions and duties extraterritorial 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: The parties shall have professional liability insurance satisfactory to the other party and its insurer. 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 authority shall be under the immediate command of a supervising officer designated by the Sheriff of Bay County.

SECTION VII: Whenever the employees of any law enforcement agency are rendering aid outside of their jurisdiction and pursuant to the authority contained in, or to any written agreement tendered under this part, such employee 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: This Agreement shall be in effect for a period of 12 months commencing on September 1, 1995. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

SECTION IX: Each signatory to this Agreement who is not a constitutional officer shall submit to the Sheriff of Bay County a resolution of the governing body of the signatory's department authorizing his participation and signature to this Agreement, as accepting the terms hereof.

SECTION X: Either party may withdraw from this agreement upon written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers on the mentioned date.

8/17/95
DATE

Guy M. Tunnell
GUY M. TUNNELL
SHERIFF OF BAY COUNTY

2 Oct 95
DATE

Will Oost
WILL OOST, CHIEF OF POLICE
PARKER POLICE DEPARTMENT