

**COMBINED  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN  
KEY WEST POLICE DEPARTMENT  
AND  
MONROE COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the City of Key West Police Department (hereinafter "KWPD") and the Monroe County Sheriff's Office (hereinafter "MCSO") are so located that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to better serve the citizens of the City of Key West and Monroe County in responding to:

1. Continuing, multi-jurisdictional criminal activity; and
2. Law enforcement and public safety emergencies, including, but not limited to, natural or manmade disasters or emergencies as defined under §252.34, Florida Statutes; and

**WHEREAS**, KWPD has primary jurisdiction for all property within the Key West city limits; and

**WHEREAS**, MCSO has primary jurisdiction in the unincorporated areas of Monroe County and concurrent jurisdiction in the remainder of Monroe County; and

**WHEREAS**, KWPD and MCSO have the authority under The Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement services which permits voluntary cooperation and assistance across jurisdictional lines. This Mutual Aid Agreement includes both a voluntary cooperation written agreement and a requested operational assistance written agreement as those terms are contemplated by the Florida Mutual Aid Act.

**NOW, THEREFORE**, the parties agree as follows:

**SECTION I: VOLUNTARY COOPERATION**

**A. Authority To Respond Without Request:**

1. Should a duly certified and sworn KWPD officer, who is in good standing with KWPD, be outside the City of Key West but in Monroe County and a criminal violation of Florida Statutes or a life threatening emergency occurs in the

presence of the officer, the officer is empowered to exercise law enforcement authority, render assistance, and shall have the same powers, duties, rights, privileges, and immunities as the officer would in the City of Key West. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, enforce minor traffic violations, or to respond without request to emergencies already being handled by MCSO. The authority granted under this Section is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, and facilitate the apprehension of wanted persons.

2. When KWPD exercises authority under this Section, the officer must notify MCSO and the appropriate KWPD supervisor as soon as practical. Upon the arrival of officers of any agency normally having jurisdiction in the area (e.g., MCSO, Florida Highway Patrol, Florida Fish and Wildlife Conservation Commission) the officer will turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

**B. Task Force Operations:** MCSO and KWPD have determined, as governmental units responsible for the enforcement of the criminal laws regarding narcotics, vice, racketeering, and other organized criminal enterprises, that they can make more efficient use of their authority and resources and thereby provide a higher quality of law enforcement services to the public through cooperation and the establishment of one or more law enforcement task forces. The purpose of this agreement is to allow the KWPD to assist MCSO in specific operations outside the jurisdictional boundaries of the KWPD, as both parties recognize that criminals do not operate with regard to jurisdictional boundaries.

1. **Authorization:** KWPD officers, named on the then current Attachment A, duly certified, sworn and in good standing with KWPD, during such time that said officers are actually providing aid, pursuant to and within the scope of this subsection and the operational plan described in paragraph 4 below, outside of the jurisdictional limits of the City of Key West shall have the same powers, duties, rights, privileges, and immunities they would have if performing those duties within the normal territorial jurisdiction of the KWPD.

2. It is not the intent of this agreement to extend the jurisdiction of the KWPD outside of their normal limits, except for the limited authorization of specified KWPD officers as provided above.

3. Any police action exercised outside of Monroe County must be undertaken by sworn agents of such other agency having territorial jurisdiction where the police or enforcement action is taking place.

4. Procedures: The following procedures shall be used to request and authorize law enforcement authority under this subsection, titled Task Force Operations:

a. For each operation, the ranking officers from each agency assigned to the Drug Trafficking Task Force shall confer and prepare an operational plan delineating:

1. Which KWPD officers, of those listed on Exhibit A, will participate in the operation; and
2. The geographic extent of authority granted to such officers; and
3. The length of time such authority shall be granted to said officers; and
4. Plans for command, control, communication, and coordination; and
5. The distribution of any seized property; and
6. Any other information required by either agency to ensure they have a complete understanding of the operation and their obligations with respect thereto.

b. An approved MCSO representative shall be actively involved any time KWPD officers are providing aid pursuant to this agreement outside of the jurisdictional limits of the City of Key West. Such representative shall have the authority to immediately revoke the grant of extraterritorial jurisdiction to KWPD for that particular operation.

5. KWPD agrees to furnish personnel, equipment and other resources, and to render services in furtherance of performing the investigative functions contemplated by this agreement, provided, however, that KWPD shall not be required to deplete unreasonably its own personnel, equipment or other resources in furnishing such assistance.

6. Each party agrees to collaborate on the receipt, development and cultivation of intelligence information concerning criminal activities contemplated by this Agreement. It is the intent of this agreement that investigations of such activities be approached on a cooperative basis when possible.

7. Evidence seized as a result of any investigation conducted pursuant this subsection shall be stored by MCSO unless otherwise agreed.
8. Each agency will, at all times, maintain operational control over and full responsibility for the actions of its employees.
9. MCSO and KWPD agree to coordinate with each other on the release of information to the public or the press regarding operations covered by this subsection.

**C. Extraterritorial Maritime Jurisdiction:**

1. MCSO and KWPD agree that due to the challenges associated with policing the near-shore waters in and around the City of Key West, the public will be more efficiently and effectively served through cooperative efforts of a routine law enforcement nature with respect to the near-shore patrol responsibilities of each party hereto. KWPD is capable of providing additional security and law enforcement services to commercial shipping and other marine interests in the Key West Harbor and the waters immediately surrounding the City of Key West. State and local law limit the jurisdiction of KWPD to points within 600' of the shoreline. Subject to the limitations described below, this subsection extends the police jurisdiction of the specified officers of KWPD to that of MCSO Deputies, the geographic limits of Monroe County.
2. Limitations: MCSO shall have its statutory jurisdiction over Wisteria Island and the KWPD shall provide assistance as otherwise provided for in Section II of this agreement.

**D. Authorization:**

- a. KWPD officers assigned to the KWPD Marine Unit, who are named on the then current Attachment B, duly certified, sworn and in good standing with KWPD, and are actually providing aid, pursuant to and within the scope of this subsection, outside of the jurisdictional limits of the City of Key West shall have the same powers, duties, rights, privileges, and immunities they would have if performing those duties within the normal territorial jurisdiction of the KWPD.
- b. It is not the intent of this agreement to extend the jurisdiction of KWPD outside of their normal limits, except for the limited authorization of KWPD officers as provided above.

c. Any police action exercised outside of Monroe County must be undertaken by sworn agents of such other agency having territorial jurisdiction where the police or enforcement action is taking place.

## **SECTION II: OPERATIONAL ASSISTANCE: EMERGENCIES**

A. MCSO and KWPD hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in responding to emergency situations such as civil disturbances, mass immigration, protest demonstrations, aircraft crashes, maritime emergencies, release of hazardous substances, fires, hurricanes, tornadoes, or other weather-related crises, escapes from detention facilities, and incidents requiring utilization of specialized units, and any other situation requiring quick response by law enforcement or public safety personnel.

## **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

**A. Voluntary Cooperation-Non-Emergency:** To request assistance under Section I of this Agreement, an officer holding the rank of captain or higher of one agency will contact an officer of the other agency who also holds the rank of captain or higher. The responding agency representative will evaluate the situation and the agency's available resources and provide a written response to the requesting agency. If the responding agency agrees to provide assistance, both agency representatives will confer and must prepare a written directive stating the extent and duration of authority granted to the requesting agency and plans for command, control, and coordination.

**B. Operational Assistance-Emergency:** To request assistance under Section II of this Agreement in an emergency situation, an officer holding the rank of sergeant or higher will contact an officer of the other agency who also holds the rank of sergeant or higher. The responding agency representative will evaluate the situation and advise the requesting agency representative what assistance will be provided. Both agency representatives will coordinate the emergency response and plans for command and control will be developed between senior officers of each agency as the situation permits.

## **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

### **A. Command:**

1. In order to ensure that control is maintained over the personnel and equipment of the agency extending mutual aid, the personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head.
2. In order to ensure that control is maintained over the law enforcement operations of the agency receiving mutual aid under this agreement, the supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency receiving assistance.

**B. Conflicts:** Whenever an officer, deputy sheriff or other appointee is rendering mutual aid assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order, unless such action would result in the imminent bodily harm of another person.

## **SECTION V-COMPLAINTS AGAINST LAW ENFORCEMENT PERSONNEL**

A. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as pursuant to this agreement, the agency head or designee of the receiving agency shall be responsible for the documentation of said complaint and to ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

B. If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the MCSO Inspector General or KWPD Chief of Police as appropriate. The requesting agency may conduct a review of the complaint to determine if any of the employees of the requesting agency violated any

of their agency's policies or procedures. Each agency will investigate its own employees only.

## **SECTION VI: LIABILITY**

A. KWPD and MCSO agree to assume responsibility for the acts, omissions, and conduct of each party's own officers and employees when such employees are engaged in rendering aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

B. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Nothing in this subsection constitutes a waiver of sovereign immunity, the provisions of §768.28, Fla. Stat., the Eleventh Amendment to the Constitution of the United States, or any other provision of federal, state or local law, in whole or part, by any party. This Agreement does not require either agency to indemnify the other.

## **SECTION VII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

A. KWPD officers, when rendering assistance outside of their jurisdictional limits but within Monroe County, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing duties inside their jurisdiction.

B. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.

C. KWPD and MCSO will be separately and solely responsible for the costs incurred by each agency that arise from this agreement, including, without limitation, employee's salary, wages, retirement contributions, worker's compensation, pension, insurance, disability and death and other benefits, and the costs of the operation, maintenance, repair and replacement of boats, motor vehicles, and other equipment. The execution of this agreement does not create any right of recovery, cause of action, or claim at law or in equity on behalf of any person or any other legal entity, which did not exist prior to the execution of this agreement. Each agency that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing mutual aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of 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.

E. 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 that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency shall apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

H. Subject to the general terms of this Agreement of requested aid and emergencies, the KWPD shall have jurisdiction of all parts of College Road and all areas of Stock Island situated north of U.S.1.

I. KWPD shall have jurisdiction over all areas known as Higgs Beach bordered by the Atlantic Ocean, Casa Marina Court, White Street and Reynolds Street.

## **SECTION VIII: LIABILITY INSURANCE**

A. Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.



**SECTION IX-FORFEITURE PROVISIONS**

A. In the event that MCSO or KWPD seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act while acting pursuant to this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to the Florida Contraband Forfeiture Act, unless otherwise agreed pursuant to Section I (B)(4)(a)(5). The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. Property and proceeds from forfeitures arising from operations under this Agreement shall be divided between the agencies in proportion to the resources expended by each agency in the case yielding the forfeiture or otherwise by mutual agreement pursuant to Section I (B)(a)(4)(5).

**SECTION X: EFFECTIVE DATE AND TERM OF AGREEMENT**

A. This Agreement shall supersede and replace any and all prior mutual aid agreements regarding the subject matter described herein entered into by the parties.

B. This agreement shall take effect on the date last signed below by the hereinafter named officials and shall continue in full force and effect through **January 7, 2017**, unless amended, extended, or cancelled. Under no circumstances may this agreement be renewed, amended, extended or cancelled except by mutual agreement, in writing.

**SECTION XI: GOVERNING LAW & VENUE:**

A. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action arising out of this agreement shall be in Monroe County, Florida. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

**SECTION XII: CANCELLATION**

A. Either party may cancel its participation in this mutual aid agreement upon delivery of written notice to the other party.

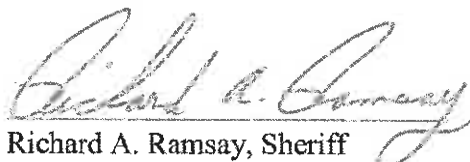
**IN WITNESS WHEREOF**, as chief executive officers with power to contractually bind each law enforcement agency, shall cause these presents to be signed on the date specified below.

\_\_\_\_\_  
James Scholl  
Key West City Manager

Date: \_\_\_\_\_

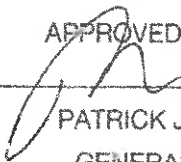
\_\_\_\_\_  
Donald J. Lee, Chief  
Key West Police Department

Date: \_\_\_\_\_

  
Richard A. Ramsay, Sheriff  
Monroe County

Date: July 24<sup>th</sup> 2014

MONROE COUNTY SHERIFF'S OFFICE  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
PATRICK J. McCULLAH  
GENERAL COUNSEL  
DATE: 7/25/14

**ATTACHMENT A**

**Roster of Key West Police Department Officers Assigned to Task Force**

1. Lt. David Smith
2. Sgt. Pablo Rodriguez
3. Det. Randy Smith
4. Det. Mark Siracuse
5. Det. Brian Leahy
6. Det. Scott Warmington
7. Det. Antonio Ane
8. Ofc. Tommy Anglin
9. Ofc. Curtis Richardson

Date amended: July 08, 2014

**ATTACHMENT B**

**Roster of Key West Police Department Marine Unit Officers Granted Extraterritorial  
Authority**

1. Sgt. Robert Allen
2. Lt. Jim Benkoczy
3. Lt. David Smith
4. Officer Nick Revoredo
5. Officer Mike Shouldice
6. Officer Julio Gomez
7. Officer Donny Barrios
8. Officer Randle Hartle
9. Lt. Dave Black
10. Officer Dave Kouri

Date amended: July 25, 2014