

**MUTUAL AID AGREEMENT BETWEEN INDIAN SHORES POLICE DEPARTMENT
AND BELLEAIR POLICE DEPARTMENT**

WHEREAS, The Indian Shores Police Department, hereafter referred to as **ISPD**, and the Belleair Police Department, hereafter referred to as **Contract Agency (CA)**, are both criminal justice agencies, formally recognized by the Florida Department of Law Enforcement (FDLE), and **ISPD** and the **CA** are headquartered within the boundaries of the State of Florida, and;

WHEREAS, **ISPD** wishes to utilize **CA** for the purpose of providing security and law enforcement services for events within the boundaries of the Town of Indian Shores and;

WHEREAS, Part I, Chapter 23, Florida Statutes, "Florida Mutual Aid Act," authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between agencies; and

WHEREAS, the agreement must specify the nature of the law enforcement assistance to be rendered, the agency or entity that shall bear any liability arising from acts undertaken under the agreement, the procedures for requesting and for authorizing assistance, the agency or entity that has command and supervisory responsibility, a time limit for the agreement, the amount of any compensation or reimbursement to the assisting agency or entity, and any other terms and conditions necessary to give it effect; and

WHEREAS, the mutual aid agreement may be entered into by a law enforcement agency through a written agreement executed by the chief executive officer of the agency, who is authorized to contractually bind the agency; and

WHEREAS, a copy of the mutual aid agreement must be filed with the Department of Law Enforcement within fourteen (14) days after it is signed; and

WHEREAS, **THIS MUTUAL AID AGREEMENT (Agreement)** is entered into as of the 7th day of April, 2025, between the **CA**, whose mailing address is 901 Ponce de Leon Boulevard, Belleair, Florida 33756 and **ISPD** whose mailing address is 19305 Gulf Blvd, Indian Shores, Florida 33785.

WHEREAS, Indian Shores Chief of Police Richard Swann intends to request mutual aid assistance for the purposes of providing security for contracted vendors within the boundaries of the Town of Indian Shores.

NOW THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Extra-Duty Jurisdiction: The parties agree that the CA will cover Extra-Duty Details designated by the Chief of Police of the Indian Shores Police Department who can allocate its resources to meet the needs of general calls for service within the boundaries of the Town of Indian Shores/Redington Shores. If a felony or misdemeanor involving a breach of the peace is committed in the presence of a CA, while the police officer is performing an Extra-Duty Detail pursuant to this Agreement, the CA police officer shall immediately request the assistance of an Indian Shores/Redington Shores police officer.

2. Payment:

The rate of payment to the Town of Belleair for an Officer shall be **\$65** an hour.

The rate of payment to the Town of Belleair for a Sgt or above shall be **\$85** an hour.

The parties agree that at the end of any requested detail period, the CA will furnish a detailed invoice to the ISPD with the total amount of Extra-Duty hours worked and the amount owed. The ISPD will in turn pay the CA the invoice amount within 30 days.

3. Term of Agreement: The term of this Agreement shall be for one year, However, this Agreement shall be automatically renewable for three additional one-year terms upon terms mutually agreed upon by the Parties.

4. Indemnification Clause: The CA will hold harmless and indemnify the Town of Indian Shores, including all of its officers and employees, from any claim, loss, damage, cost, or expense, including attorney's fees and any costs incurred in enforcing this indemnity agreement, arising out of any act, error, omission, or negligent act by officers and employees of the CA, during the extra- duty assignment covered by the terms of this Agreement. However, neither the CA nor its officers or employees shall be liable for any claim, loss, damage, cost, expense, or attorney's fees attributable to any error, omission, or negligent act by the Town of Indian Shores, including its officers and employees. Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

5. Independent Employment: Nothing contained in this Agreement shall create an employment relationship between the ISPD and the officers and employees of the CA. The Belleair Police Officers shall continue to be considered public employees of the Belleair Police Department and covered by the Town's Workers Compensation. Police Officers shall not be entitled to any additional compensation or benefits outside of the payment provisions outlined in this Agreement. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of police officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply in the same manner, degree and extent while such officers, agents and employees are rendering assistance and services under this Agreement. Each Party shall be responsible for its own operational costs and expenses in providing services, and bearing its own costs associated with any loss or damage incurred to such jurisdictions' property, equipment, or resources as a result of the use of such property during the performance duties under this Agreement.

6. Worker's Compensation and Independent Insurance: Each party shall maintain its own liability insurance, workers' compensation insurance, self-insurance, and other insurance

necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are subject to this Agreement. The parties shall seek indemnification through their respective insurance carriers prior to asserting any indemnification claims under the terms of this Agreement.

7. Independent Jurisdictions and Authority: Nothing herein is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of either entity. The Belleair Police Officers rendering mutual aid under this Agreement shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in their home jurisdiction.

8. Termination: Either Party hereto may withdraw or terminate this Agreement without any liability for work yet to be performed under the terms of this Agreement with thirty (30) written notice. Written notice of cancellation by **CA** must be provided to the Chief of Police of the Indian Shores Police Department, and **ISPD** must provide written notice of cancellation to the Chief of the Belleair Police Department.

9. Entire Agreement: This Agreement constitutes the entire understanding between the Parties, and may not be modified or altered, except in writing executed by both Parties. Nothing contained herein is intended to alter or modify the provisions of the "Pinellas County Combined Mutual Aid Agreement" to which both agencies are signatories.

10. Severability: If any provision of this Agreement is held invalid or unenforceable by a Court of competent jurisdiction, the offending provision(s) shall be stricken and the remainder continue in full force and effect.



Chief Richard Swann
Indian Shores Police Department



Chief Rick Doyle
Belleair Police Department

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