

**AGREEMENT**  
**BETWEEN THE TOWN OF LANTANA**  
**AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

This Agreement made and entered into this 1st day of October 2004, by and between the Town of Lantana (hereinafter referred to as "Lantana") having a principle office at 500 Greynolds Circle, Lantana, Florida 33462, and The School Board of Palm Beach County, Florida (hereinafter referred to as "District"), having a principle office at 3330 Forest Hill Boulevard, Suite B-127, West Palm Beach, Florida 33406-5869.

WITNESSETH:

Whereas, District has instituted the Aggressors, Victims & Bystanders curriculum in the 6<sup>th</sup> grade in District middle schools and;

Whereas, Aggressors, Victims & Bystanders is a violence prevention curriculum that is research-based, has an "A" rating from the U.S. Department of Education, and teaches students positive self-regulatory behavior skills and;

Whereas, District received federal funding to cover the cost of expansion of the Aggressors, Victims & Bystanders to 7<sup>th</sup> and 8<sup>th</sup> grades and;

Whereas, District worked in partnership with municipal police departments and the Palm Beach County Sheriff's Office to present the Aggressors, Victims & Bystanders curriculum in the 6<sup>th</sup> grade and these partners wish to assist in the expansion of the Aggressors, Victims & Bystanders curriculum and;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

- 1.01. Lantana will provide one (1) police officer to be assigned to a task force under the supervision of the School Police Department for the purpose of teaching Aggressors, Victims & Bystanders in Lantana Middle School and other District middle schools, if needed.

- 1.02. District will provide up to \$54,000 for salary and benefits to Lantana for the services of its' police officer.
- 1.03. The assignment of Lantana police officer to the School Police Department will be in accordance with the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement (Attachment 1), except as modified in this Agreement.
- 1.04. District will train Lantana police officer to teach the Aggressors, Victims & Bystanders curriculum.
- 1.05. Lantana police officer shall abide by School Board Policies, when not in conflict with Lantana Policies. Lantana police officer is not a disciplinarian. Any discipline problems shall be referred to the teacher of the class in which the Lantana police officer is presenting or to the appropriate school administrator.
- 1.06. District's school police officer is the lead officer for enforcement of criminal laws on District property. Should it become necessary for Lantana police officer to take law enforcement action, he/she shall, as soon as practical, notify the school center principal and the school center school police officer about the law enforcement action taken.
- 1.07. In the event the supervising specialist from District's School Police Department has reasonable belief that Lantana police officer is not effectively performing his/her duties and responsibilities, the specialist may recommend to District's Chief of Police that Lantana police officer be removed from the Task Force, and shall state the reason(s) thereof in writing. Within a reasonable time after receiving the recommendation from the specialist, District's Chief of Police will advise Lantana's Chief of Police of said recommendation. If Lantana's Chief of Police so desires, a meeting will be scheduled with the Chiefs, Lantana police officer, and the supervising specialist to attempt to mediate or resolve any problems which may exist. If, within a

reasonable amount of time after commencement of said meeting, the problem(s) cannot be resolved or mediated to the satisfaction of the specialist, or in the event the meeting is not sought by Lantana Chief of Police, then Lantana police officer shall be removed from the Task Force and a replacement shall be provided by Lantana.

- 1.08. Addendum: Any addendum attached hereto and signed by the Parties shall be part of this Agreement.
- 1.09. The Commencement Date of this Agreement shall be the date shown herein below when the last party to this Agreement has executed same.
- 1.10. The Agreement and all agreements incorporated here shall be governed by the laws of the State of Florida. Should any legal action be required pursuant to this Agreement and all agreements incorporated herein, venue shall be in Palm Beach County, Florida.
- 1.11. Each party signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 1.12. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.
- 1.13. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 1.14. Failure of Lantana or District to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right by the same shall remain in full force and effect.

- 1.15. It is acknowledged that each party to the Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same, shall not apply herein due to the joint contributions of both parties.
- 1.16. This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties hereto, and supersedes all prior and contemporaneous agreements, understanding, inducements or conditions, expressed or implied, oral or written, except as herein contained.
- 1.17. This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable law, ordinance, rules including School Board Rules, and regulations of the jurisdiction in which the Parties do business. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 1.18. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- 1.19. Term of Agreement: The term of this Agreement is from the commencement date through September 30, 2005.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties this \_\_\_\_ day of \_\_\_\_\_, 2005, effective upon the signing of the Parties below.

THE TOWN OF LANTANA

THE SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA

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David J. Stewart, Mayor

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Thomas E. Lynch, Chairman

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Michael Bornstein, Town Manager

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Arthur C. Johnson, Ph.D.  
Superintendent

*Blair Holtz* 12/15/04  

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Reviewed and approved as to form  
and legal sufficiency

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES  
COMBINED  
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

**MUTUAL AID AGREEMENT**

**WITNESSETH**

**WHEREAS**, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, 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 and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

**WHEREAS**, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

**NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:**

**SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

## **SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or school board property, and inter-agency task forces and/or joint investigations.

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

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, 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.

Should a sworn law enforcement officer (officer) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, 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. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

The Agency Head's decision in these matters shall be final.

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

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

### **CONFLICTS:**

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. 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, policy, general order or procedure shall control and shall supersede the direct order.

### **HANDLING COMPLAINTS:**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

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

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 Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION V:           LIABILITY**

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, 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 the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete unreasonably it's own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part 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.
- E. The agency furnishing aid pursuant to this section shall compensate it's employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of it's 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 assistance.
- F. 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 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, auxiliary, and reserve employees.
- G. 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.

- H. 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.

**SECTION VII: EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2005**. On or about September 30, 2004, a committee will be established by the Palm Beach County Law Enforcement Planning Council in conjunction with the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

**SECTION VIII: CANCELLATION**

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

**IN WITNESS WHEREOF**, the agencies hereto cause these presents to be signed on the date specified.

## ***Attachment I***

Atlantis Police Department  
Belle Glade Police Department  
Boca Raton Police Department  
Boynton Beach Police Department  
Delray Beach Police Department  
Florida Atlantic University  
Greenacres Police Department  
Gulfstream Police Department  
Highland Beach Police Department  
Juno Beach Police Department  
Jupiter Police Department  
Jupiter Inlet Colony Police Department  
Lake Clarke Shores Police Department  
Lake Park Police Department  
Lake Worth Police Department  
Lantana Police Department  
Manalapan Police Department  
Mangonia Park Police Department  
North Palm Beach Police Department  
Ocean Ridge Police Department  
Pahokee Police Department  
Palm Beach Police Department  
Palm Beach County Sheriff's Office  
Palm Beach County School District Police Department  
Palm Beach Gardens Police Department  
Palm Beach Shores Police Department  
Palm Springs Police Department  
Riviera Beach Police Department  
Royal Palm Beach Police Department  
South Bay Police Department  
South Palm Beach Police Department  
Tequesta Police Department  
West Palm Beach Police Department