

**VOLUNTARY COOPERATION**  
**LAW ENFORCEMENT MUTUAL AID AGREEMENT**

**WITNESSETH**

**Whereas**, the subscribing law enforcement agencies 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 continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,

**Whereas**, the **GREEN COVE SPRINGS POLICE DEPARTMENT (GCSPD)** and the **ORANGE PARK POLICE DEPARTMENT (OPPD)** have the authority under the Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

**Now, therefore**, the parties agree as follows:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid 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, burglaries, thefts, gambling, motor vehicle thefts, controlled substances violations, DUI violations, and civil traffic infractions. In addition, by execution of this agreement, each of the agencies may request and render law enforcement assistance with special events, sporting events, disasters (natural or man-made), inter-agency task forces and/or joint investigations, off-duty work details, school resource officers on official duty out of their jurisdiction, and assistance with tactical operations.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid 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 to include, but not limited to, dealing with civil disturbances, law enforcement emergencies, large protests demonstrations, pre-planned special events, aircraft disasters, fires, hurricanes, tornadoes or other weather-related crises, sporting events, concerts, parades, prisoner escapes, and incidents requiring utilization of specialized units.

**SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency Chief of

Police or his/her designee from whom such assistance is requested. The agency Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency Chief of Police 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 situation dictates.

#### **SECTION IV: REACTIVE LAW ENFORCEMENT ACTIONS**

Should a sworn law enforcement officer be in the other subscribed agency's jurisdiction for matters of routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, working a special detail, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, said officer shall be empowered to render enforcement and act in accordance with law. Should enforcement action be required, said officer shall ensure that the agency having normal jurisdiction be quickly notified; a supervisor from the jurisdiction's agency should then come to the scene of the incident. Law enforcement officers from the agency having normal jurisdiction shall render all lawful assistance to officers from the other subscribed agency. The officer performing reactive law enforcement actions will be responsible for completing all necessary related legal forms and actions. Required legal forms and documents may include, but not limited to, offense/incident reports, arrest booking affidavits, and follow-up written reports documenting the event and the actions taken. The agency with normal jurisdiction shall have the right to assume the investigation and complete necessary documentation and /or action if said agency sees fit.

This provision so prescribed is not intended to grant general authority to conduct pro-active investigations, serve warrants and/or subpoenas or to respond without request to calls for service already being addressed by the agency having normal jurisdiction. This provision is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, secure apprehension of criminals without unnecessary delay, and respond to observed infractions of state traffic laws that may put other motorists or citizens at risk.

No officer or appointee shall be empowered to operate outside of this agreement, or state laws, in the other agency's jurisdiction without properly notifying the latter agency. The agency head's decision in these matters shall be final.

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

The personnel and equipment that are assigned by the assisting agency Chief of Police shall be under the immediate command of a supervising officer designated by the assisting agency Chief of Police. Such supervising officer shall be under the direct supervision and command of the agency Chief of Police or his/her designee of the agency requesting assistance.

**CONFLICTS:** Whenever an officer is rendering assistance pursuant to this agreement, the officer 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.

**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 Chief of Police 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 party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as 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 Chief of Police 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 VI: LIABILITY**

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

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

- A. Employees of the **GREEN COVE SPRINGS POLICE DEPARTMENT** and the **ORANGE PARK POLICE DEPARTMENT**, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, 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 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. A political subdivision 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 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.

However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.

- 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 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.

### **SECTION VIII: LIABILITY INSURANCE**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28 (15)(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 an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

**SECTION X: EFFECTIVE DATE**

This agreement shall take effect under execution and approval by the hereinafter named officials and shall continue in full force and cancelled in writing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION XI: CANCELLATION**

Any party may cancel its participation in this agreement upon delivery of written notice, within thirty (30) days, to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause the presents to be signed on the date specified.

\_\_\_\_\_  
Name: *Elvis J. Guzman*  
Title: Chief of Police  
Agency: Green Cove Springs Police Department  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: *Steve Kennedy*  
Title: City Manager  
Entity: City of Green Cove Springs  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: *Gary Goble*  
Title: Chief of Police  
Agency: Orange Park Police Department  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: *Sarah Campbell*  
Title: Town Manager  
Entity: Town of Orange Park  
Date: \_\_\_\_\_