

# MUTUAL AID AGREEMENT

## (Combined Operational Assistance and Voluntary Cooperation)

The undersigned law enforcement agencies find 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 listed under Section 252.34(2), FSS; and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and to preserve the lives and property of the people.

For these reasons, the undersigned law enforcement agencies do hereby voluntarily enter into this agreement, as authorized by Part I of Chapter 23, FSS, the Florida Mutual Aid Act.

### **Section I:** Provisions for Operational Assistance

Each of the undersigned agencies may request and render law enforcement assistance to the other including, but not limited to, dealing with civil disturbances, large protest demonstrations, aircraft, rail, or highway disasters, fires, sporting events, hostage situations, recovery operations, concerts, parades, and any other natural or man-made disaster.

The assisting agency under this agreement shall bear the loss or damages to any equipment it furnishes and shall pay any expense incurred in the operation and maintenance thereof. The requesting agency may compensate or reimburse the assisting agency for the services of its employees during the time of the rendering of such aid, including travel and maintenance expense, as well as any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid. 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.

In the event that an officer of the Orange Park or Green Cove Springs Police Department is on duty any acting in his official capacity and he either witnesses or has called to his attention an emergency situation which he believes will threaten life or property, he is authorized under the scope of this agreement to take the necessary police action to contain and control the law enforcement situation, assuming the situation is outside his normal jurisdiction, but in the boundaries of Clay County. The police officer should immediately notify his supervisor that he is taking action outside his jurisdiction and request the presence of a Clay County Sheriff's Office unit.

## **Section II:** Provisions for Voluntary Cooperation

Each of the undersigned agencies may request and render law enforcement assistance to the other including, but not limited to, homicide investigations, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, FSS, answering calls for service, backup services during patrol activities and inter-agency task forces.

For routine assistance across jurisdictional lines, the assisting agency shall bear the loss or damages to any equipment it furnishes and shall pay any expense incurred in the operation and maintenance thereof. The assisting agency shall compensate its employees during the time of rendering 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 as a result of personal injury or death while such employees are rendering such aid.

## **Section III:** Provisions Pertaining to both Operational Assistance and Voluntary Cooperation and Procedures for Requesting Assistance.

In the event a party to this agreement needs assistance as set forth above, such party shall notify the agency or agencies from which such assistance is sought. The agency head or his designee who assistance is sought shall evaluate the situation and his available resources and will respond in the manner he deems appropriate. The agency head's decision in this regard shall be final.

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

The following procedures are agreed upon:

1. An arrest outside of jurisdiction can be made on Felony Probable Cause for crimes originating in municipal jurisdiction.
2. If an arrest is made, the Sheriff's Office will be contacted, and a deputy will respond to provide assistance.
3. The arrestee will be booked into the Clay County Jail as per normal by the arresting officer regardless of which agency.
4. The arresting officer will complete a written report on their own agency report form and submit it to their agency through the normal chain of command.
5. A copy of this report will be forwarded to the Sheriff's Office for filing in Central Records.

6. The responding deputy will complete a CCSO (Code 1) report with details of the incident, explaining that this arrest was made by an officer of the appropriate Police Department pursuant to Mutual Aid Agreement, etc.

In cases where either city police department is to be called upon to assist the Sheriff's Office, outside the city limits, the Communications operator will notify the Watch Commander prior to requesting the city response. The Watch Commander will then make a decision to request the response of the city police department. This should be done without delay. Officers responding may handle the call if there is an indication of delay on Sheriff's Office arrival and should take action if there is an imminent danger to life or likelihood of serious property damage, i.e., burglary in progress.

#### **Section IV:**

Each agency will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All 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 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 extent while engaged in the performance of any of their functions and 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.

#### **Section V:**

Any and all arrest reports, incident reports and/or other necessary documentation shall be completed by the officers rendering assistance and submitted on the department reports of the agency rendering assistance to the appropriate supervising officer in said agency for review. Upon the necessary review and approval of documented reports, a copy will be forwarded to the party receiving the assistance in order that documentation will be on file with both agencies.

#### **Section VI:**

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officers shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

## **Section VII:**

Whenever the employees of any law enforcement agency are rendering aid outside their jurisdiction and pursuant to the authority contained in, or to any written agreement entered under, this part, such employees 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:**

Under no circumstances may the agreement be renewed, amended or extended except in writing.

## **Section IX:** Marine Addendum

The City of Green Cove Springs has the capability to deploy a Marine Asset for emergency situations and routine patrol. Understanding that enforcement and patrol of the waters in and around Clay County and the City of Green Cove Springs is an ongoing challenge to law enforcement, the City of Green Cove Springs Police Department would like to establish an increased area of patrol with this MOU with the Clay County Sheriff's Office. This area would consist of waters North and South of our current jurisdiction as follows:

North: From the water North of Governors Creek to include the entrance of Black Creek, proceeding West up creek to the CSX railroad tracks crossing.

South: From the southern boundary of Reynolds Park to Bayard Point {Red Navigation Marker #24}.

The City of Green Cove Springs Police Officers, while engaged in Marine Law Enforcement Duties, will 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.

The City of Green Cove Springs requests this Addendum with the understanding that all costs related to this provision shall be borne by the City of Green Cove Springs in their entirety, thus relieving the Clay County Sheriffs Office of any financial burden.

## **Section X:**


Any party may withdraw from this agreement upon written notice to all other parties.

In witness whereof, The Parties hereto cause theses presents to be signed by their duty authorized officers on the dates indicated below:

\_\_\_\_\_  
Sheriff Michelle Cook  
Clay County Sheriff's Office

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Interim Chief Shawn Hines  
Green Cove Springs Police Department

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Kennedy, City Manager  
City of Green Cove Springs, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Randy Case  
Orange Park Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Campbell, Town Manager  
Town of Orange Park, Florida

\_\_\_\_\_  
Date