

# VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

WITNESSETH

**WHEREAS** THE UNDERSIGNED LAW ENFORCEMENT AGENCIES AS LISTED 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) CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY, SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL, OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

**WHEREAS**, THE GREEN COVE SPRINGS POLICE DEPARTMENT, AND THE PUTNAM COUNTY SHERIFF'S OFFICE HAVE THE AUTHORITY UNDER SECTION 23.12, 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.

**NOW, THEREFORE**, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

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

EACH OF THE UNDERSIGNED 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 WITH BACKUP SERVICES DURING PATROL ACTIVITIES, SCHOOL RESOURCE OFFICERS ON OFFICIAL DUTY OUT OF THEIR JURISDICTION, SCHOOL SAFETY OFFICERS ENFORCING LAWS WITHIN 1000 FEET OF A SCHOOL, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

## **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 NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, PRE-PLANNED SPECIAL EVENTS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, 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 HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD 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 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.

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 AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING 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.

**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 PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARDS 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 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.

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

a. EMPLOYEES OF THE UNDERSIGNED AGENCIES, 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 MUTUAL 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 AND 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 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 VII: 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 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 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 ACTUALLY INVOLVED IN THE SPECIFIC ACTION THAT LED TO THE SEIZURE, LESS THE COSTS ASSOCIATED WITH THE FORFEITURE ACTION.

**SECTION VIII: EFFECTIVE DATE**

THIS AGREEMENT SHALL TAKE EFFECT UNDER EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL TERMINATION BY EITHER PARTY. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

**SECTION IX: CANCELLATION**

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE, WITHIN THIRTY (30) DAYS, TO THE OTHER PARTY. 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.

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E.J. Guzman, Chief of Police  
City of Green Cove Springs Police Department

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Date

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Steve Kennedy, City Manager  
City of Green Cove Springs, FL

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Date

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H.D. "Gator" DeLoach, Sheriff  
Putnam County Sheriff's Office, FL

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Date

