

CITY COUNCIL RESOLUTION NO. 2020-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH, ITS POLICE DEPARTMENT, TO ENTER INTO A THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT BETWEEN MUNICIPALITIES AND SHERIFFS OF COUNTIES LOCATED IN THE THIRD JUDICIAL CIRCUIT.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to enter into a Mutual Aid Agreement by and among the municipalities located in the Third Judicial Circuit and the Sheriffs of the counties within the Third Judicial Circuit (hereinafter the "Law Enforcement Agencies"); and

WHEREAS, the 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 law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including, but not limited to, emergencies as defined under section 252.34, Florida Statutes; and

WHEREAS, the Law Enforcement Agencies 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 permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in section 252.34, Florida Statutes; and

WHEREAS, the City has determined it is in its interest and the interest of its citizens to enter into the Third Judicial Circuit Mutual Aid Agreement with the Law Enforcement Agencies pursuant to and in accordance with the terms

and conditions of Third Judicial Circuit Mutual Aid Agreement, a copy of which is attached hereto and made a part of this resolution (hereinafter the "Mutual Aid Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into the Mutual Aid Agreement with the Law Enforcement Agencies and the Mayor and Chief of Police are authorized to execute the Mutual Aid Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT

This is an agreement between municipalities located in the Third Judicial Circuit. This is also an agreement between those municipalities and the Sheriffs of the counties within the Third Judicial Circuit.

For the purpose of this agreement, the subscribing Law Enforcement agencies are as follows:

CROSS CITY POLICE DEPARTMENT	COLUMBIA COUNTY SHERIFF'S OFFICE
JASPER POLICE DEPARTMENT	DIXIE COUNTY SHERIFF'S OFFICE
JENNINGS POLICE DEPARTMENT	HAMILTON COUNTY SHERIFF'S OFFICE
LAKE CITY POLICE DEPARTMENT	LAFAYETTE COUNTY SHERIFF'S OFFICE
LIVE OAK POLICE DEPARTMENT	MADISON COUNTY SHERIFF'S OFFICE
MADISON POLICE DEPARTMENT	SUWANNEE COUNTY CORRECTIONAL INSTITUTE
PERRY POLICE DEPARTMENT	SUWANNEE COUNTY SHERIFF'S OFFICE
WHITE SPRINGS POLICE DEPARTMENT	TAYLOR COUNTY SHERIFF'S OFFICE

WITNESSETH

WHEREAS, the subscribing Law Enforcement agencies are so located in relation to one another 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 law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and
2. Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the subscribing agencies 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 services which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and
2. Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes

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, investigation of homicides, sex offenders, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, 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 limited to, dealing with disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURES 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 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.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law.

Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon this later arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report so prescribed in this paragraph which 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, or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals who 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 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 their agency. If any rule, regulation, personnel policy, general order, or standard operating procedure of their agency is contradicted, contravened or otherwise differentiates from the agency who is requesting assistance, then such rule, regulation, policy, general order, or procedure of the requesting agency shall control and 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 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 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 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 the Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Employees of each participating agency, 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.

2. 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.
3. 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.
4. 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.
5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's 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 extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
6. 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.

SECTION VII: FORFEITURE PROVISIONS

1. 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.

2. All proceeds from forfeited property seized as a result of, or in accordance with, this Agreement shall be divided equally between the parties participating in the action that caused the seizure, less the cost associated with the forfeiture action.

SECTION VIII: CONFLICTING MUTUAL AID AGREEMENTS

This Agreement is intended to supplement and not replace any other mutual aid agreement(s) to which the individual agencies of the Third Judicial Circuit may also belong. To the extent this Agreement conflicts with an agreement between individual agencies, the agreement between the individual agencies controls unless agreed to in writing by the individual agencies' representatives.

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereunder named officials and shall continue in full force and effect until December 31, 2021.

Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed and dated as specified.

Dated this ____ day of _____, 20____.

ARGATHA GILMORE, CHIEF OF POLICE
LAKE CITY POLICE DEPARTMENT

STEPHEN WITT, MAYOR
CITY OF LAKE CITY