

RESOLUTION NO 2025 – 013
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE COLUMBIA COUNTY SHERIFF’S OFFICE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the “City”) desires to renew the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the “Agreement”) with the Columbia County Sheriff’s Office (the “CCSO”); and

WHEREAS, the prior mutual aid agreement expired on January 7, 2025; and

WHEREAS, the City and CCSO mutually desire to renew the Agreement; and

WHEREAS, the CCSO and the City 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 CCSO and the City 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 Council finds renewing and extending the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Renewing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



COLUMBIA COUNTY SHERIFFS OFFICE

4917 US Hwy. 90 East Lake City, Florida 32055-6288
www.columbiasheriff.org



January 9, 2025

Chief Gerald Butler
Lake City Police Department
225 NW Main Blvd.
Lake City, FL 32055

Re: 2025 Mutual Aid Agreement

Chief Butler,

Attached to this email is the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for your review. Since the agreement has to be presented to the city council for approval by resolution, the Columbia County Sheriff's Office will continue to abide by the terms set forth in the 2021 Mutual Aid Agreement until such time.

If you have any questions or concerns, please do not hesitate to call me.

Sincerely,

Wallace F. Kitchings
Sheriff

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

**City of Lake City
Columbia County Sheriff's Office**

Executive Summary of Intent and Purpose

It is the intent and purpose of this agreement for the Sheriff of Columbia County, Florida authorize certain sworn members of the Lake City Police Department the authority to address crimes that are occurring within their presence. More particularly, between, and on behalf of, the Sheriff and the Chief of Police, this agreement provides for voluntary assistance; operational assistance; procedures for requesting assistance; for the handling of conflicts and complaints; command and supervisory responsibilities; powers, privileges, immunities and costs; duties and liability issues; forfeiture issues; cancellation; and an expiration date.

WITNESSETH

WHEREAS, the Lake City Police Department (LCPD) and the Columbia County Sheriff's Office (CCSO) are so located in relation to each other that it is to the advantage to each that the Sheriff of Columbia County wishes to establish 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 man-made disasters or emergencies as defined under Section 252.34, Florida Statutes: and,

WHEREAS, the Lake City Police Department, through the City of Lake City, Florida, and the Sheriff of Columbia County (collectively the "Parties" or "Agency") have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a 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 parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily limited to, violent crimes, vice crimes, controlled

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substances violations, crime enforcement, DUI violations, joint investigations, and, with backup services during patrol activities.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office 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, protest demonstrations, aircraft disasters, fires, hurricanes, tornados or other weather-related crisis, sporting events, concerts, parades, escapes from detention facilities, and incidents deemed relevant and requiring enforcement action, or the utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that the Chief of Police, City of Lake City, or the Sheriff of Columbia County or their designees are in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency whose assistance is sought. An agency supervisor shall evaluate the situation and respond in a manner deemed appropriate.

If the Sheriff's Office is in need of immediate assistance from the Lake City Police Department, the request is deemed by the Sheriff to be an authorized request under this agreement if it is transmitted through any member of the Sheriff's Office to the Lake City Police Department. The on-scene Sheriff's Office supervisor will determine for how long assistance is authorized and for what purposes the authority is granted. Authority granted to the Lake City Police Department under this agreement may be granted either verbally or in writing and is further described as follows:

- A. Any police officer who is a current, sworn member of the Lake City Police Department and is on duty with the Lake City Police Department and finds himself/herself within Columbia County yet outside the corporate limits of the City of Lake City, and a violation of Florida Statutes occurs in his/her presence, including traffic violations, and, for overall safety of the community, immediate enforcement action is indicated, he/she shall be empowered, under this Mutual Aid Agreement, to take action, as necessary, in accordance with Florida Statutes. Should enforcement action be taken under this paragraph, the police officer shall notify the Columbia County Sheriff's Office and upon the latter's arrival, relinquish primary authority and responsibility for any further action to be taken to the arriving deputy or deputies. The Lake City Police Department officer shall offer any assistance that may be needed and shall prepare a report documenting the event and the action taken. This provision is intended to primarily address critical, life-threatening or public safety situation, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.

- B. The entire corporate limits of the City of Lake City lie within the statutory boundaries of Columbia County; therefore, if the Lake City Police Department is in need of immediate assistance from the Columbia County Sheriff's Office, any request for assistance is deemed to be authorized by both Florida Statutes and this agreement.

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- C. There are no provisions in this agreement intended to authorize any additional jurisdictional authority to any, volunteer, or auxiliary member.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The Chief of Police of the Lake City Police Department, or his/her designee, shall designate the personnel and equipment that are assigned by the Lake City Police Department for established joint operations. The Lake City Police Department supervising officer shall be under the supervision and command of the Sheriff of Columbia County or his designee during the time the assistance is being rendered.

SECTION V: CONFLICTS

Whenever a police officer, deputy sheriff or other member is rendering assistance pursuant to this agreement, the officer, deputy sheriff or member 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 with a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall temporarily control and supersede the direct order.

SECTION VI: 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 initial 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; and,
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 shall conduct a review of the complaint to determine if any factual basis for the complaint exists and/or agency's policies or procedures.

SECTION VII: LIABILITY

Subject to the provisions of Section 768.28, Florida Statutes, the City of Lake City and the Sheriff of Columbia County each agrees to assume responsibility for the acts, omissions, or conduct of their own members while engaged in rendering aid pursuant to this agreement.

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SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Members of the Lake City Police Department, who are authorized by this agreement and when actually engaging in mutual cooperation and assistance with the Columbia County Sheriff’s Office and outside the jurisdictional limits of the City of Lake City but inside Columbia County, shall, under the terms of this agreement and pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the City of Lake City.
- B. The City of Lake City and the Sheriff of Columbia County each agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as set forth above provided, however, that neither shall be required to deplete unreasonable its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Either member who furnished 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. Either member who furnished personnel pursuant to this agreement shall compensate its appointee/employees during the time such aid is rendered and shall defray the actual travel 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 a member of the Lake City Police Department when performing duties within the city apply to the member to the same degree, manner, provisions of this mutual aid agreement.
- 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.
- 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 the other.

SECTION IX: LIABILITY INSURANCE

Each party shall maintain and be able to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.25(16)(a), Florida Statutes.

SECTION X: FORFEITURE PROVISIONS

In the event that any vessel, motor vehicle, aircraft, currency or other property is seized, pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the Columbia County Sheriff’s Office shall be responsible for pursuing forfeiture action pursuant to Chapter 932, Florida Statutes, and be responsible to maintain the property in accordance with Chapter 932, Florida Statutes, and have discretion to bring or dismiss forfeiture action.

SECTION XI: EFFECTIVE DATE

It is intended by the parties that this agreement shall take and be in effect on the latest date signed below and shall continue in full force and effect until January 6, 2029.

SECTION XII: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party.

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

COLUMBIA COUNTY SHERIFF’S OFFICE

CITY OF LAKE CITY

EXHIBIT-NOT FOR EXECUTION

Wallace Kitchings Date
Sheriff
Columbia County Sheriff’s Office

EXHIBIT-NOT FOR EXECUTION

Gerald Butler Date
Chief of Police
Lake City Police Department

EXHIBIT-NOT FOR EXECUTION

Noah Walker Date
Mayor
City of Lake City

Attest:

EXHIBIT-NOT FOR EXECUTION

Audrey E. Sikes Date
City Clerk
City of Lake City

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RESOLUTION**

**NOT FOR
EXECUTION**