

**COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
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 OTHER 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 LIVES AND PROPERTY OF CITIZENS: AND;
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATE STATUTE: AND,

WHEREAS, THE HOWEY IN THE HILLS POLICE DEPARTMENT AND THE TAVARES POLICE DEPARTMENT HAVE AUTHORITY UNDER SECTION 23.12, FLORIDA STATE STATUTE, 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 RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERSTION

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHERBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATION OF FLORIDA STATE STATUTE, TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCE VIOLATIONS, DUI CHECKPOINTS, DUI AND TRAFFIC VIOLATIONS, AND WITH THE BACK-UP SERVICES DURING PATROL ACTIVITIES, SCHOOL RESOURCE OFFICERS ON OFFICIAL DUTY 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 IN DEALING WITH ANY VIOLATION OF FLORIDA STATE STATUTE, TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRE, HURRICANES, TORNADOES, OR OTHER WEATHER RELATED CRISES, SPORTING EVENTS, COMMUNITY 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 REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISOR 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.

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 STATE STATUTE OCCURS IN THE PRESENCE OF SAID PARTY, REPRESENTING AGENCY, HE/SHE SHALL BE EMPOWERED TO RENDER ENFORCEMENT AND ACT IN ACCORDANCE WITH LAW. SHOULD ENFORCEMENT ACTION BE TAKEN, SAID PARTY SHALL NOTIFY THE AGENCY HAVING NORMAL JURISDICTION AND UPON THE LATTER'S ARRIVAL, TURN THE SITUATION OVER TO THEM AND OFFER ANY ASSISTANCE REQUESTED, INCLUDING, NOT LIMITED TO, A FOLLOW-UP WRITTEN REPORT DOCUMENTING THE EVENTS AND THE ACTIONS TAKEN. THIS PROVISION SO PRESCRIBED IN THIS PARAGRAPH IS NOT INTENDED TO GRANT GENERAL AUTHORITY TO CONDUCT INVESTIGATIONS, SERVE WARRANTS AND/OR SUBPOENAS OR TO RESPOND WITHOUT REQUEST TO EMERGENCIES ALREADY 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 WHOM LAW ENFORCEMENT MAY ENCOUNTER.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE CONTROL OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUPERVISING OFFICERS 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 IN RENDERING ASSISTANCE PURSUANT TO THE 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, CONTRADICTED, CONTRAVENTED 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 SUPERCEDE THE DIRECT ORDER.

HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS RISEN 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 THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 786.28, FLORIDA, STATE STATUTE, WHERE APPLICABLE.

SECTION VI: POWERS PRIVILEGES, IMMUNITIES AND COSTS

- A. EMPLOYEES OF THE **HOWEY IN THE HILLS POLICE DEPARTMENT AND THE TAVARES POLICE DEPARTMENT** WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THE STATE, UNDER THE TERMS OF THE AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATE STATUTE, 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 COSTS OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSES 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 COMPENSATIONS DUE TO PERSONAL INJURIES OR DEATH WHILE WHILE SUCH EMPLOYEES ARE RENDERING AID PURSUANT TO THIS AGREEMENT. HOWEVER, THE REQUESTING AGENCY MAY COMPENSATE THE ASSISTING AGENCY DURING THE TIME OF THE RENDERING OF 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 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 PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRA-TERRITORIAL UNDER THE PROVISIONS OF THE MUTUAL AID AGREEMENT. THE PROVISIONS OF THE SECTION SHALL APPLY WITH EQUAL EFFECT, PAID, VOLUNTEER AND AUXILLIARY 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 THE AGREEMENT IS INTENDED OR IS TO BE CONSIDERED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWER OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

SECTION VII: LIABILITY INSURANCE

EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE MEANS SPECIFIED IN SECTION 768.28(15)(A), FLORIDA STATE STATUTE, IN ANY AMOUNT WHICH IS, IN THE JUDGEMENT 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 CANCELLED OR UNDERGOES MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF ACTUAL KNOWLEDGE OF SUCH CHANGE.

SECTION VIII: FORFEITURE PROVISIONS

- A. IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER REAL PROPERTY PURSUANT TO THE FLOIDA CONTRABAND ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE REQUESTED OPERATIONAL ASSISTANCE OR THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FORFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATE STATUTE, 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 STATE STATUTE, TO INCLUDE, BUT NOT LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR TO DISMISS THE ACTION.

B: IN THE EVENT THE AGENCY PURSUING FORFEITURE OF ANY ASSET(S) AFOREMENTIONED IN PARAGRAPH (A), IS AWARDED THE ASSET(S), UNDER THE FLORIDA CONTRABAND ACT, CHAPTER 932, FLORIDA STATE STATUTE, WHICH WAS SEIZED DURING ACTIVITIES ASSOCIATED WITH THIS AGREEMENT, THE AGENCY'S PARTY TO THIS AGREEMENT SHALL BE SHARE SAID ASSETS IN AN AMOUNT OF FIFTY PERCENT (50%) TO EACH AGENCY, AFTER COMPENSATION IS PAID FOR THE COST INCURRED DURING FORFETURE PROCEEDING, BY THE AGENCY PURSUING THE FORFEITURE OF SAID ASST(S), UNDER THE FLORIDA CONTRABAND ACT, CHAPTER 932, FLORIDA STATE STATUTE.

SECTION IX: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UPON AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL **JANUARY 01, 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 DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

STONEY LUBINS
CHIEF OF POLICE
TAVARES POLICE DEPARTMENT

DATE: _____

RICK THOMAS
CHIEF OF POLICE
HOWEY IN THE HILLS POLICE
DEPARTMENT

DATE: _____

JOHN DRURY
CITY MANAGER
CITY OF TAVARES

DATE: _____

DAVID NEBEL
MAYOR
TOWN OF HOWEY IN THE
HILLS

DATE: _____