

**MUTUAL AID AGREEMENT BETWEEN CLAY COUNTY SHERIFF AND
THE CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT**
(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. 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 Clay County District Schools Police Department ("CCDSPD") is on duty and acting in his or her official capacity and he or she either witnesses or has called to his or her attention an emergency situation which he or she believes will threaten violence, bodily injury or physical harm to persons, he or she 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 or her normal jurisdiction, but in the boundaries of Clay County. The police officer should immediately notify his or her supervisor that he or she is taking action outside his or her jurisdiction and request the presence of a Clay County Sheriff's Office deputy.

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 or her designee whose assistance is sought shall evaluate the situation and his or her available resources and will respond in the manner he or she 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 should be made only in cases of danger to life.
2. If an arrest is made outside of jurisdiction by a CCDSPD officer, 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 by the arresting CCDSPD officer.
4. The arresting CCDSPD officer will complete a written report on a CCDSPD report form and submit it through the CCDSPD chain of command.
5. A copy of this report will be forwarded to the Sheriff's Office for filing in Central Records.
6. In any instance in which a CCDSPD officer witnesses or otherwise becomes aware of a crime, other than a traffic offense, occurring within 1,000 feet outside of the perimeter/boundaries of a school, which crime involves threatened violence, bodily injury or physical harm to persons, said CCDSPD officer has authority to intervene and take whatever steps are necessary to take control of the situation and the offender.

In cases where CCDSPD is to be called upon to assist the Sheriff's Office, outside the police department's jurisdictional limits, the Communications supervisor will notify the CCSO Watch Commander prior to requesting the response. The Watch Commander will then request the response of the CCDSPD if he or she deems assistance is necessary. This should be done without delay. Officers responding may take law enforcement action 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 jurisdictional 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 outside of jurisdiction 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 law enforcement officers rendering assistance and submitted on the department reports of the agency rendering assistance to the appropriate supervisor in said agency for review. Upon the necessary review and approval of documented reports, a copy will be forwarded to the agency receiving the assistance in order that documentation will be on file with both agencies. Both agencies agree to abide by Florida's Public Records Act when responding to public records requests that include records provided by assisting agencies.

Section VI

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervisor designated by the assisting agency. Such supervisors shall be under the direct supervision and command of the agency head or his or her 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:

The term of this agreement commences **August 1, 2019, and continues thereafter until July 31, 2020.**

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

[This area intentionally left blank – Agreement continues below.]

Section IX

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

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed by their duly authorized officers on the dates indicated below:

CLAY COUNTY SHERIFF'S OFFICE

By: 

DARRYL DANIELS, Sheriff

Dated: 8-1-19

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____ nunc pro tunc to 8/1/2019
CAROL Y. STUDDARD, CHAIR

Dated: _____ nunc pro tunc to 8/1/2019

CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT

By: _____
KENNETH WAGNER, Chief

Dated: _____ nunc pro tunc to 8/1/2019