

**MUTUAL AID AGREEMENT BETWEEN
CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT, AND
ORANGE PARK, FLORIDA, POLICE DEPARTMENT**

The above named 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 above named 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. The requesting agency may compensate or reimburse the assisting agency for the services of its employees during the time of the rendering of such aid, including travel and maintenance expense, as well as any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid. 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 or Orange Park Police Department is on duty and acting in his/her official capacity and either witnesses or has called to his/her attention an

emergency situation which he/she believes will threaten life or property, said officer 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/her normal jurisdiction, but in the boundaries of one of the agencies which is party to this agreement. The police officer should immediately notify his/her supervisor that he/she is taking action outside of his/her jurisdiction and request the presence of a unit from the police department having jurisdiction.

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 designee from which assistance is sought shall evaluate the situation and his available resources and will respond in the manner he 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 and on property owned or leased by the School Board of Clay County/Clay County District Schools, should be only made in cases of danger to life or property.
2. If an arrest is made, the agency having jurisdiction or concurrent jurisdiction may be contacted and a police officer from that agency will respond to provide assistance.
3. The arrestee will be booked into the Clay County Jail or Juvenile Detention Center as per normal by the arresting officer regardless of his agency affiliation.
4. The arresting officer will complete a written report on their own agency report form and submit it to their agency through normal chain of command.
5. A copy of the report will be forwarded to the office of the agency having jurisdiction for filing in their central records.
6. The responding officer from the agency having jurisdiction will complete a report with details of the incident, explaining that this arrest was made by a police officer of another agency pursuant to this Mutual Aid Agreement.

In cases where a police department is to be called upon to assist another party to this agreement outside of the assisting department's jurisdiction, the Communications Officer of the requesting agency will notify the requesting agency's Watch Commander prior to requesting assistance. The Watch Commander will then make a decision to request the assistance of the other police department. This should be done without delay. Assisting officers responding may handle the call if there is an indication of delay in the arrival of the requesting agency's officer 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 territorial 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 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.

Section V

Any and all arrest reports, incident reports and/or other necessary documentation shall be completed by the officers rendering assistance and submitted on the department reports of the agency rendering assistance to the appropriate supervising officer in said agency for review. Upon the necessary review and approval of documented reports, a copy will be forwarded to the party receiving the assistance in order that documentation will be on file with both agencies.

Section VI

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officers shall be under the direct supervision and command of the agency head, or 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

This Agreement shall take effect on October 15, 2019, and shall remain in effect for a period of three years unless terminated earlier by the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: _____
CAROL STUDDARD, Chair
900 Walnut Street
Green Cove Springs, Florida 32043

Date: _____

By: _____
ADDISON G. DAVIS
Superintendent of Schools

Date: _____

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CLAY COUNTY DISTRICT SCHOOLS
POLICE DEPARTMENT

By: _____
KENNETH WAGNER, Chief
900 Walnut Street
Green Cove Springs, Florida 32043

Date: _____

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TOWN OF ORANGE PARK, FLORIDA

By: _____
CONNIE THOMAS, Mayor
2042 Park Avenue
Orange Park, Florida 32073

Date: _____

TOWN OF ORANGE PARK, FLORIDA

By: _____
SARAH CAMPBELL
Town Manager

Date: _____

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POLICE DEPARTMENT OF ORANGE
PARK, FLORIDA

By: _____
GARY GOBLE, Chief
2025 Smith Street
Orange Park, Florida 32073

Date: _____