



Tarpon Springs Police Department

“Building A Better Future”

Robert P. Kochen, Chief of Police

444 South Huey Avenue
Tarpon Springs, FL 34689
Phone (727) 938-2849
Fax (727) 937-0193

Memorandum

To: Honorable Mayor and Board of Commissioners

From: Robert P. Kochen, Chief of Police

Date: February 2, 2012

Ref: Approve Mutual Aid Agreement between the Tarpon Springs Police Department and Pasco County Sheriff's Office

Copies: City Manager, City Attorney, City Clerk, File

Pasco County Sheriff Chris Nocco and I have been working on perfecting a Mutual Aid Agreement between our agencies that will greatly enhance our ability to mutually combat crime.

As you know the City of Tarpon Springs is contiguous to Pasco County, and some of the criminal elements that both agencies deal with are operating across the City / Pasco County line.

In order to more effectively deal with drug offenses, gang activity, violent crime offenses, and other types of crimes that have a connection between our City and Pasco County, I am asking that the Commission approve this Mutual Aid Agreement before you.

This agreement with the Pasco County Sheriff's Office is a great benefit to both agencies for the reasons described above.

Note:

City Attorney Jim Yacavone has reviewed this agreement and is fine with its content.

**PASCO COUNTY SHERIFF AND TARPON SPRINGS POLICE DEPARTMENT
MUTUAL AID AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Pasco Sheriff's Office and the Tarpon Springs Police Department (hereinafter also referred to individually as a "cooperating agency"). The purpose of this agreement is to address voluntary cooperation, emergency operational assistance, and traffic enforcement or crash investigations on contiguous ways.

WITNESSETH

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agency during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the undersigned law enforcement agencies and sheriff recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the undersigned law enforcement agencies and sheriff desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the undersigned law enforcement agencies and sheriff recognize that there is a need for continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between municipalities or between a municipality and an unincorporated portion of Pinellas County; and

WHEREAS, the undersigned law enforcement agencies and sheriff determine that it is in the best interest of the health, safety and welfare of the citizens of the municipality and of the citizens of Pasco County to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

Each of the undersigned law enforcement agencies hereby approve and enter into this Agreement authorizing each of the cooperating agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily

be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Either party to this agreement may request the voluntary assistance and cooperation of the other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of another cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

B. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof. The proceeds of any forfeiture action arising out of any law enforcement described in above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

IV. Voluntary Investigation

On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in any of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the jurisdiction where the suspect is located.

V. Traffic Control Assistance

Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, a cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in Section VII of this Agreement.

VI. Hazardous Traffic Conditions Assistance

Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of another cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

VII. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from the adjacent municipality may commence necessary first aid and traffic control. The officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.

- B. When a uniformed, on-duty officer of a participating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.
- C. On-duty law enforcement officers of participating agencies enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.
- E. The proceeds of any forfeiture action arising out of any law enforcement action described in Paragraphs A and B above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.
- F. “Contiguous way” in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between the municipalities or between a municipality and an unincorporated portion of Pinellas County.
- G. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

VIII. Inter-Agency Joint Task Forces

- A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or

contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.

- B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

IX. Marine Violations

Municipal law enforcement officers of cooperating agencies may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of another cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

X. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agency in a law enforcement emergency, including but not limited to:
 - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
 - 2. Any natural or man-made disaster.
 - 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 - 4. Terrorist activities including acts of sabotage.
 - 5. Escapes from and disturbances within any local or state detention facilities.
 - 6. Hostage and barricaded subject situations.

7. Incidents requiring utilization or specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
 - C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
 - D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
 - E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
 - F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish police protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
 - G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
 - H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XI. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in another cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aide outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs

associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.

- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protective and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any

claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.

- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2013. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto. However, the withdrawal from or cancellation of this agreement shall be effective only as to that party and this agreement shall remain in full force and effect as to those remaining parties hereto who have provided no written notice or cancellation or withdrawal.
- P. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto.

XII. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

In acknowledgment and execution of the Pasco County Sheriff and Tarpon Spring Police Department Mutual Aid Agreement, pages one through nine inclusive, I hereby set my hand and seal:

PASCO COUNTY SHERIFF'S OFFICE

CHRIS NOCCO, SHERIFF

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, this ____ day of _____, 2012, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, CHRIS NOCCO, Sheriff of Pasco County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

Signature of Notary Public

Seal

In acknowledgment and execution of the Pasco County Sheriff's Office and Tarpon Springs Police Department MUTUAL AID AGREEMENT, pages one through nine inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF TARPON SPRINGS

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2012, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Tarpon Springs, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

Pasco County Sheriff's Office and Tarpon Springs Police Department
Mutual Aid Agreement – 02/12