

City of Dade City

AGENDA MEMO

To: Honorable Mayor and Members of the City Commission
From: Raymond E. Velboom, Chief of Police
Subject: Renewal – Pasco County Law Enforcement Mutual Aid Agreement
Date: December 31, 2008

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND: Since 1994 the Dade City Police Department and other municipal police departments operating within Pasco County have entered into a Mutual Aid Agreement with the Pasco Sheriffs Office. By entering into this agreement, the jurisdictional boundaries pertaining to the police officers of the City of Dade City are extended to allow them to provide assistance, as needed county wide to the citizens of Pasco County. This is a renewal of an ongoing agreement that is provided for in Part 1, Chapter 23 *Florida Statutes*.

ISSUES: Members of the Dade City Police Department may be required to take official action outside of the municipal boundaries of the City of Dade City. By renewing this agreement, these members are authorized to act within the guidelines of said agreement while within Pasco County.

ALTERNATIVES: The City may choose to not enter into this agreement, thereby limiting the Departments ability to perform aid and necessary job function outside the municipal boundaries of the City, or may enter into the agreement, thereby authorizing same.

RECOMMENDATION: The Dade City Police Department recommends that the City renew the Pasco County Mutual Aid Agreement.

FUNDING: There is no foreseeable financial impact to the City.



BOB WHITE, SHERIFF

PASCO COUNTY, FLORIDA

OFFICE OF THE SHERIFF

8700 CITIZEN DRIVE • NEW PORT RICHEY, FLORIDA 34654 • (727) 844-7700



December 5, 2008

Chief Ray Velboom
Dade City Police Department
38042 Pasco Avenue
Dade City, FL 33525

Chief Martin W. Rickus
New Port Richey Police Department
6739 Adams Street
New Port Richey, FL 34652

Chief David Brown
Port Richey Police Department
6333 Ridge Road
Port Richey, FL 34668

Chief David Shears
Zephyrhills Police Department
5344 9th Street
Zephyrhills, FL 33540

RE: Renewal - Pasco County Law Enforcement Mutual Aid Agreement

Dear Chiefs:

Enclosed is a draft of the renewal of the mutual aid agreement between the Pasco Sheriff's Office and the police departments of the cities of Dade City, New Port Richey, Port Richey and Zephyrhills. This agreement was first enacted in 1993 and re-enacted subsequently with very minor changes over the years, usually due to changes in Chapter 23, Part 1, *Florida Statutes*, which is the Florida Mutual Aid Act.

The only change in the enclosed draft is the date of expiration in subsection X-J on page six (6) which is the date when the next term of the Sheriff expires. The statute hasn't changed since the agreement was last enacted so I see no need to make changes in an agreement which, though seldom activated, seems to work to everyone's satisfaction when needed. Note that the agreement has been challenged in court and been upheld.

Each of you will probably need to check to see if your city manager or city attorney believes it is necessary for the draft agreement to go before your respective city commissions/councils to authorize your mayor to sign the document. Over the years some cities have required it, while some have not. If required, the sooner that transpires the better.

RECEIVE

DEC 09 2008



36409 State Road 52
Dade City, Florida 33525
(352) 518-5000



20101 Central Boulevard
Land O'Lakes, Florida 34637
(813) 996-6982



BY: *[Signature]*

Please arrange a time with myself when both you and your mayor can sign the agreement. I will bring an original to each of your cities to be signed by both you and your mayor. Once all signatures are on the document, the PSO will ensure that the new agreement is properly filed with the Florida Department of Law Enforcement and, once that is verified, will provide each of you with a copy of the agreement for your files.

If you have any questions or concerns, please contact me at (727) 844-7701.

Thank you for your service and for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael J. Randall".

Michael J. Randall
General Counsel

MJR:cl

Enclosure: Draft of renewal of Pasco County Law Enforcement Mutual Aid Agreement.

PASCO COUNTY
LAW ENFORCEMENT
MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned municipalities along with their respective Chiefs of Police in Pasco County, Florida and R.L. WHITE as Sheriff of Pasco County, Florida

WITNESSETH

WHEREAS, Part I, Chapter 23, *Florida Statutes*, the "Florida Mutual Aid Act," authorizes law enforcement agencies to enter into voluntary cooperation written agreements or requested operational assistance written agreements, and/or a combination of such agreements; and

WHEREAS, the undersigned recognize that an increasing number of criminals continue to operate across jurisdictional lines and that there is a continuing need for a multi-jurisdictional response to such unlawful activities; and

WHEREAS, the undersigned have determined that it is in the best interest of the health, safety and welfare of the citizens of the undersigned municipalities and of the citizens of Pasco County to enter into a written mutual aid agreement that provides for both voluntary cooperation and operational assistance as set forth in Chapter 23.1225, *Florida Statutes*; and

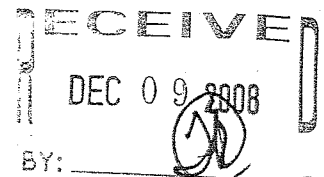
WHEREAS, the undersigned Office of the Sheriff of Pasco County and the cities of Dade City, New Port Richey, Port Richey and Zephyrhills entered into the first, county-wide Pasco County Law Enforcement Mutual Aid Agreement in June, 1994, and successfully and effectively conducted mutual aid and joint operations which demonstrated the benefits of such an agreement; and

WHEREAS, the undersigned Office of the Sheriff of Pasco County and the cities of Dade City, New Port Richey, Port Richey and Zephyrhills entered into a subsequent county-wide Pasco County Law Enforcement Mutual Aid Agreement in January, 1997, as amended, and continued mutual aid and joint operation since that time, further demonstrating the benefits of such an agreement; and

WHEREAS, the undersigned desire to continue the provisions and benefits of said agreement for their respective jurisdictions, as well as to provide additional benefits;

NOW, THEREFORE, the parties agree as follows:

- I. The Parties to this Agreement are as follows:



- A. R.L. White, as Sheriff of Pasco County, Florida;
- B. The City of Dade City, Pasco County, Florida;
- C. The City of New Port Richey, Pasco County, Florida;
- D. The City of Port Richey, Pasco County, Florida; and
- E. The City of Zephyrhills, Pasco County, Florida.

II. The law enforcement agencies participating in and subject to this Agreement, and their respective commanders, are as follows:

- A. The Pasco County Sheriff's Office - Sheriff;
- B. The Dade City, Pasco County, Florida Police Department - Chief of Police;
- C. The New Port Richey, Pasco County, Florida Police Department - Chief of Police;
- D. The Port Richey, Pasco County, Florida Police Department - Chief of Police; and
- E. The Zephyrhills, Pasco County, Florida Police Department - Chief of Police.

III. Extension of Jurisdiction and Limitation of Authority:

A sworn law enforcement officer of a participating agency is hereby empowered and may exercise law enforcement authority within the jurisdiction of another participating agency as specified in this Agreement. Nothing herein contained is intended to limit authority or powers existing or provided outside of this Agreement.

IV. Voluntary Cooperation:

Any party to this Agreement may request and/or provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines of any other party to this Agreement, in dealing with any violations of *Florida Statutes* including, but not necessarily limited to, the investigation of homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, *Florida Statutes*, as well as the provision of backup services during patrol activities, school resource officers on official duties outside their jurisdictions and inter-agency task forces and/or joint investigations.

V. Operational Assistance:

Any party to this Agreement may request and/or receive operational assistance in a law enforcement emergency across jurisdictional lines of any other party to this Agreement including, but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from correctional and/or detention facilities or personnel or incidents requiring utilization of specialized units.

VI. In-Progress Crime Assistance:

Whenever a law enforcement officer of a party to this Agreement views a felony or a misdemeanor involving a breach of the peace within the jurisdiction of another party to this Agreement, the law enforcement office may physically arrest the alleged perpetrator(s) and preserve the crime scene. Control of both the alleged perpetrator(s) apprehended and the crime scene will be relinquished to the first available law enforcement officer from the jurisdiction in which the incident occurs. Whenever remaining at the scene exposes either the law enforcement officer or the subject to imminent physical danger, the subject and any physical evidence may be transported or otherwise relocated in accordance with normal procedure.

VII. Out-of-Jurisdiction Investigations:

On-duty law enforcement officers may conduct investigations concerning criminal activity which originally occurs within their jurisdiction, in any of the undersigned jurisdictions. If enforcement action is anticipated or becomes necessary, assistance shall be requested from an agency having jurisdiction to effect the action. Only in the case of emergencies shall police authority be exercised, and then only that which is necessary to stabilize the situation pending the arrival of law enforcement officers having jurisdiction.

VIII Traffic Control Assistance:

A. Whenever a traffic incident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and the law enforcement agency of that jurisdiction is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, any participating agency may be contacted for assistance. The participating effort shall be restricted to necessary first aid and traffic hazard mitigation.

B. Hazardous Traffic Conditions Assistance:

1. In a situation where automated traffic control devices located within jurisdictional boundaries of one participating agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance may be provided.
2. Where a traffic incident occurs on a roadway or so near thereto that the potential for additional traffic incidents appears imminent, cooperation may be provided.

C. The cooperative efforts for traffic incidents and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement. Control of the incident shall be immediately relinquished to the first available officer from the agency having jurisdictional responsibility. This limitation may be superseded in cases of requested operational assistance by an agency having jurisdiction.

IX. Boating Violations:

Officers of participating law enforcement agencies may enforce state boating laws and county boating ordinances on the waterways of another participating agency; provided that such violations occur on waterways contiguous to and in view from the jurisdiction of the officer's employing agency. This limitation may be superseded in cases of requested operational assistance by an agency having jurisdiction. In the case of a felony or a misdemeanor involving a breach of the 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 Citation or a Notice to Appear.

X. Terms and Procedures:

- A. A participating agency will answer a request for voluntary cooperation only to the extent that the available personnel and equipment are not required for the adequate protection of that agency's jurisdiction. The commander of the responding agency; or his/her designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for cooperative assistance.
- B. Any request for voluntary cooperation or for requested operational assistance shall be made by the commander of the participating agency or his/her designee.
- C. Voluntary cooperation and/or operational assistance can also be initiated by an on-

duty law enforcement officer who views an in-progress crime, traffic incident, or the need for traffic control in the other participating agency jurisdiction. The supervising authority of that law enforcement officer shall be notified immediately to enable that supervisor to authorize and direct actions taken by the officer.

- D. A law enforcement officer(s) taking action pursuant to this Agreement should notify the communications liaison person of the participating agency being assisted. The participating agency being assisted shall relieve the assisting officer(s) as soon as possible.
- E. Whenever any employees of any participating agency are rendering aid outside its jurisdiction and pursuant to the authority contained herein, 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.
- F. Any law enforcement officer or employee of a participating agency which is responding to a request for voluntary cooperation and/or operational assistance, shall be under the direction and authority of the command of the agency to which he/she is called.
- G. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of another agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner and extent while engaged in the performance of the employee's duties extraterritorially under provisions of the mutual aid agreement. This section applies to paid, volunteer and auxiliary employees.
- H. Each participating agency shall be responsible for 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 situation.
- I. Each party to this Agreement shall bear the costs and liability for its own law enforcement officers, agents, and/or employees arising from acts undertaken pursuant to this Agreement unless such act was ordered by the commander directing the voluntary cooperation/operational assistance situation or his/her designee, and each party to this Agreement 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 commander or his/her designee directing the voluntary cooperation/operational

As to the City of Port Richey:

Witness: _____

Richard Rober
Mayor

_____ Date

Witness: _____

David Brown
Chief of Police

_____ Date

As to the City of Zephyrhills:

Witness: _____

W. Cliff McDuffie
Mayor

_____ Date

Witness: _____

David Shears
Chief of Police

_____ Date

As to the Pasco County Sheriff's Office:

Witness: _____

R.L. White
Sheriff

_____ Date