

PALM BEACH GARDENS POLICE DEPARTMENT		
MUTUAL AID/VOLUNTARY AGREEMENTS		
POLICY AND PROCEDURE 4.1.15		
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PURPOSE: To establish guidelines and department policy for mutual aid agreements between the Palm Beach Gardens Police Department and other police agencies.

SCOPE: This policy and procedure applies to all members.

REVIEW RESPONSIBILITY: Chief of Police

POLICY: This department engages in and accepts the responsibilities where mutual aid agreements express the authority to assist and provide certain law enforcement services (i.e., manpower, equipment, etc.). The establishment of agreements for law enforcement services by one agency to another agency is very important where limited resources or emergency situations warrant more equipment and/or manpower. Cooperative agreements among neighborhood agencies allow for quick and efficient augmentation of resources.

1. ADMINISTRATION AND AUTHORITY

- a. Agreements are necessary because of the existence and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the department.
- b. In order to ensure that preparations will be adequate to deal with any and all safety, and to preserve the lives and property of the people of the City of Palm Beach Gardens, this department realizes that in times of necessity, consideration for mutual promise to render aid shall be established with appropriate agreements.
- c. Appropriate agreements are established by the Palm Beach Gardens Police Department with the Palm Beach County Sheriff's Office, and all county municipal police agencies authorized in the countywide mutual aid pact, including the Palm Beach County School Board. All such agreements shall be collectively declared for services to be specified therein.
- d. All current agreements entered into between this department and other law enforcement agencies shall be reviewed and modified in accordance with initial date of agreement.
- e. All original agreements shall be forwarded to and maintained by the city clerk's office. The City Attorney and the Chief of Police shall have copies available. A copy of each agreement shall be sent to the state

division of emergency management pursuant to FSS 252.40 (1) and the Florida Department of Law Enforcement pursuant to FSS 23.1231 (3).

- f. The duration of an agreement may allow either party to withdraw from such agreement at any time upon notice by its City Manager or Chief of Police to the other party.

2. MUTUAL AID AGREEMENTS AUTHORIZATION

- a. The Palm Beach Gardens Police Department shall maintain, abide by, and be bound by the terms and conditions of all current mutual aid agreements in effect and authorized by the city council and so directed by the City Manager and Chief of Police on behalf of the City of Palm Beach Gardens.
- b. All state, county and municipal mutual aid agreements for law enforcement services between two or more agencies shall be declared pursuant to Chapter 23, Part I (Florida Mutual Aid Act) Florida State Statutes.

3. MUTUAL AID AGREEMENTS

- a. Mutual aid agreements entered into by the City of Palm Beach Gardens Police Department shall provide for the following:
 - i. The legal status of the department and department personnel responding to the mutual aid request.
 - ii. Procedures for investing provider department personnel with the legal authority to act within the receiver department's jurisdiction.
 - iii. Procedures for requesting mutual aid.
 - iv. Identity of personnel authorized to request mutual aid.
 - v. Identity of persons to who outside personnel are to report.
 - vi. Procedures for maintaining radio communications with outside personnel.
 - vii. Expenditures, if any, which should be borne by the receiver department to compensate for the use of the provider department's resources.
 - viii. Procedures for review and revision if prescribed in the agreement.
- b. In the Palm Beach Gardens police department the Chief of Police shall be the person responsible for authorizing the rendering or requesting of mutual aid.
 - i. Notification of the need to render or request mutual aid shall be made up the chain of command to the Chief of Police.
 - ii. When the Chief of Police approves the mutual aid, the officer in charge shall immediately notify the other department(s).
- c. At no time shall mutual aid be provided to another department if providing such assistance would create a condition of inadequate personnel and/or equipment to provide police services to the City of Palm Beach Gardens.
- d. An inventory of personnel, facilities, and equipment shall be provided with each agreement.
- e. Manpower requested from other departments should be made to assist the Palm Beach Gardens Police Department in the following areas as stated in the department's emergencies plans:
 - i. Mass processing of arrestees;
 - ii. Transporting prisoners; and
 - iii. Operating temporary detention facilities.

4. EMERGENCY FEDERAL LAW ENFORCEMENT ASSISTANCE

- a. Whenever circumstances dictate, the following agencies may be requested for assistance:
 - i. FBI;
 - ii. DEA;
 - iii. Immigration;
 - iv. Naturalization; and
 - v. Customs.

- b. The Chief of Police shall make notification to the federal agency for assistance.
 - i. All federal law enforcement agencies can be contacted twenty-four (24) hours a day by telephone or through dispatch operations.
- c. Prior to notifying the federal agency, the Chief of Police may brief his appropriate bureau commander regarding the need for the request, if appropriate.
- d. Circumstances which may warrant the assistance of a federal agency, may include, but not be limited to the following:
 - i. Information regarding active/current investigations;
 - ii. Investigative assistance involving concurrent jurisdiction; and
 - iii. Expertise and manpower assistance.

5. NATIONAL GUARD ASSISTANCE

- a. When a local emergency escalates to where it cannot be handled by the resources of the Palm Beach Gardens Police Department alone or with the assistance of other departments that have mutual aid agreements with the department, the National Guard may be called for assistance.
- b. The City Manager via Mayor of the city, or in his/her absence, the Chief of Police shall contact the Governor of Florida, or in his/her absence and the emergency is to the extent that there is not time for delay, the Adjutant General, and advise him/her of the situation and request assistance of the national guard. Also, notification by the City Manager or Mayor's office can be made to the Palm Beach County Peace Time Emergency Division of Management; Pursuant to FSS 250.28.
- c. An order shall be issued to the officer in command of the body of troops best suited for the required duty. The commander shall proceed, with the required troops to assist in the emergency; Pursuant to FSS 250.28.

6. EXPENSES FOR MUTUAL AID

- a. This department shall pay all expenses incurred in the maintenance and operation of officers within another jurisdiction; unless other specified pay is pre-determined.
- b. When providing aid pursuant to a mutual aid agreement, this department shall:
 - i. Compensate all employees rendering aid during the time of the rendering of such aid;
 - ii. Defray the actual travel and maintenance expenses of such employees while they are rendering such aid, to include compensation for:
 - 1. Any amounts paid or due for compensation due to personal injury or death; and
 - 2. All benefits normally due.
- c. Officers assigned to perform duties in another jurisdiction shall:
 - i. Be responsible to the supervisory authority of that jurisdiction when specifically documented in a mutual aid agreement declaration;
 - ii. Carry out orders of superior officers in all matters of mutual assistance unless:
 - 1. The order is directly contrary to the provisions of the mutual aid agreement.
 - 2. The order would place the officer in direct violation of the Palm Beach Gardens Police Department's policies.
 - 3. The order would violate safety practices and guidelines established for special unit functions.
 - iii. In the event an order shouldn't be carried out due to provisions stated in above, the supervisor shall inform the issuing authority of the conflict and respectfully request that:
 - 1. The order be rescinded; or
 - 2. The order be redirected to a superior officer of the Palm Beach Gardens Police Department.
 - iv. Officers of this department shall not display any insubordination and/or outward signs of disrespect; or if in conflict shall reserve any comment or other signs thereof for a private conference.

7. PROCEDURES

- a. The Chief of Police will be the person responsible for authorizing the rendering or requesting of mutual aid.
- b. Mutual aid should not be provided to another agency if providing such assistance would create a condition of inadequate personnel and/or equipment to provide police service to the City of Palm Beach Gardens.
- c. Any call received by Palm Beach Gardens Police personnel from another agency who is requesting mutual aid shall be immediately referred to the highest ranking on-duty supervisor to make the decision on rendering assistance.
- d. The Chief of Police via the chain of command shall be notified of the decision to render such aid in a timely manner or as soon as practical.
- e. If any assistance is rendered to another agency with respect to mutual aid, a case number will be issued for "an assist to another department" and appropriate police reports completed. The police report shall include any and all types of assistance rendered and list all Palm Beach Gardens personnel used in this assist.
- f. If the mutual aid request is from an agency who is a member of the Northern Area Mutual Aid Consortium (NAMAC) named below please refer to the NAMAC mutual aid agreement.
 - i. NAMAC members:
 - Jupiter Police Department
 - Lake Park Police Department
 - North Palm Beach Public Safety Department
 - Mangonia Park Public Safety Department
 - Palm Beach Gardens Police Department
 - Palm Beach Shores Police Department
 - Riviera Beach Police Department
 - Tequesta Police Department
 - Jupiter Inlet Colony Police Department
 - Juno Beach Police Department
 - Palm Beach County School Police
- g. The inter-city radio frequency may be used to maintain radio communications with outside agencies.

8. DEFINITIONS

Mutual Aid – Is an exchange of services, personnel, and/or equipment between law enforcement agencies during times of emergency.

Mutual Aid Agreements -Is an agreement between law enforcement agencies categorized in two types of agreements:

Voluntary Cooperative Agreement -A written agreement between two or more law enforcement agencies which permits voluntary cooperation and assistance of a routine law enforcement assistance of a routine law enforcement nature across jurisdictional lines. The agreement shall specify the nature of the law enforcement assistance to be rendered, which agency shall bear any liability arising from acts undertaken under the agreement, and any other terms and conditions necessary to give it effect. There shall be no reimbursement to any law enforcement agency from any other law enforcement agency under a voluntary cooperation agreement; Pursuant to FSS 23.1225 (1).

Operational Assistance Agreement -A written agreement between two or more law enforcement agencies evidencing a request by one agency, and agreement by the others, for the rendering of assistance in specific law enforcement intensive situations including emergencies under FSS 252.34 (2). The agreement shall specify the nature of the law enforcement assistance rendered, which agency shall bear any liability arising from acts undertaken under the agreement, and any other terms and conditions necessary to give it effect, including a definite time limitation. Compensation or reimbursement to the assisting agency shall be as provided in the agreement; Pursuant to FSS 23.1225 (2).

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- ASSISTANT CHIEFS AND COLONEL
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- SUPERVISORS

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APPROVED:



Stephen J. Stepp
Chief of Police

03/10/2003
Date