

ST. PETERSBURG POLICE DEPARTMENT

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Subject: **MUTUAL AID**

Index as: Cooperating Agency Mutual Aid
Exercising Police Authority Pinellas County Mutual Aid Agreement
In-progress Crime Assistance Voluntary Cooperation
Jurisdiction

Accreditation Standards: 2.1.2, 2.1.3, 6.3.1, 46.1.3, 81.2.4
Cross Reference: [G.O. II-06, Take-home Vehicle Program](#)
§23.12, et seq., F.S.S (Florida Mutual Aid Act)
§1006.12(2)(d), F.S.S (Safe-school officers at each public school)
§768.28, F.S.S. (Waiver of sovereign immunity)
Pinellas County Combined Mutual Aid Agreement
Replaces: G.O. III-03, Mutual Aid Agreement (August 28, 2017)

This Order consists of the following sections:

- I. Purpose
- II. Policy
- III. Definitions
- IV. Provision of Law Enforcement Services
- V. Notification and Documentation
- VI. Media Statements and Press Releases
- VII. Terms and Procedures of the Agreement

I. PURPOSE

A. This Order establishes guidelines and procedures involving the exercise of police authority outside the City limits and across jurisdictional boundaries within Pinellas County.

B. This Order is based upon an agreement signed by all law enforcement agencies within the County to request and render assistance. Should other agencies be assisting within the City limits, they will base their operations on the same agreement.

II. POLICY

A. It is recognized that:

1. Criminals are mobile and easily operate in more than one community.
2. Appropriate enforcement of laws on contiguous ways serves the public interest and increases respect for law enforcement.
3. Natural and man-made disasters can easily cross jurisdictional boundaries.

4. No single law enforcement agency can hope to command sufficient resources to handle all possible emergencies or investigations.

5. Any exercise of police authority under the Mutual Aid Agreement must conform with the policies, procedures and General Orders of the City of St. Petersburg and the St. Petersburg Police Department.

B. The law enforcement agencies of Pinellas County have formulated a comprehensive agreement for mutual aid and for exercising police authority across jurisdictional boundaries. It is the intent of this agreement to embody a spirit of interagency cooperation.

III. DEFINITIONS

A. Contiguous Way – Any street, road, or other traveled way, including the right-of-way thereof, that is adjacent to or that forms the boundary between signatories of the Pinellas County Combined Mutual Aid Agreement.

B. Cooperating Agency – A law enforcement agency that is a party to the Pinellas County Combined Mutual Aid Agreement. The St. Petersburg Police Department is a cooperating agency.

C. Exercising Police Authority – The arrest or detention of a person, the use or threatened use of lawful force, the conducting of a search, the taking or seizing of any property, the issue of a command under color of authority, or other exercise of authority specifically granted to a law enforcement Officer.

D. In-progress Crime Assistance – Initiation of an exercise of police authority by an on- or off-duty Officer after viewing a felony or a misdemeanor involving a breach of peace occurring within the jurisdiction of another cooperating agency.

E. Law Enforcement Emergency – Any disturbance, riot, natural or man-made disaster, rescue operation, large scale evacuation, explosion, terrorist activity, hostage/barricaded subject situation, an incident requiring the utilization of specialized units, and/or any other situation which exceeds the capability of the local agency to counteract effectively.

F. Officer – A sworn Law Enforcement Officer with powers of arrest granted by a cooperating agency.

G. Voluntary Cooperation – The request from, or to, a cooperating agency for assistance in dealing with any violation of Florida Statutes; backup services during patrol activities; inter-agency task forces or operations such as, but not limited to DUI wolfpacks; or joint investigations such as, but not limited to, drug violations.

H. Voluntary Investigation – The investigation of criminal activity that occurred within the jurisdiction of an Officer's employing agency that flows into the jurisdiction of another cooperating agency.

IV. PROVISION OF LAW ENFORCEMENT SERVICES

A. Exercise of police authority within the jurisdiction of another cooperating agency is limited to:

1. Investigating a traffic crash and enforcing traffic laws on contiguous ways.

a. When a traffic crash occurs on a contiguous way, an on-duty uniformed Officer from the adjacent municipality may commence necessary first aid and traffic control. The on-scene Officer will contact the jurisdiction in which the crash occurred. If that jurisdiction declines to dispatch an Officer to the scene, the Officer on the scene will proceed to investigate the crash, to issue any and all necessary citations, notices to appear or to effect arrests, collect and preserve evidence, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as appropriate to the particular circumstances.

b. When an on-duty, uniformed Officer of a cooperating agency observes a traffic infraction occurring on a contiguous way, the Officer may take appropriate action to enforce the traffic laws of the State and issue any and all necessary citations, notices to appear or effect arrests, collect and preserve evidence, and take any other action as is necessary and appropriate to protect the health and safety of the public as may be appropriate to the particular circumstances.

c. Whenever an Officer investigates a traffic crash or issues a citation on a contiguous roadway as provided in this Order, upon completion, the Officer **will** promptly notify the jurisdiction in which the crash or violation occurred of the incident and the action taken.

2. Routine law enforcement matters including, but not limited to, backup services during patrol activities for traffic control and hazardous traffic conditions.

a. Officers are authorized to respond to a request from a cooperating agency in the event of a serious crash for which the agency is unable to provide an immediate response. Response to such a request is limited to necessary first aid and traffic control.

b. In the event of a malfunction of an automated traffic control device, located within the jurisdiction of a cooperating agency, and the malfunction poses a hazard to vehicular or pedestrian traffic on-duty, a uniformed Officer may immediately commence to divert or direct traffic or take such other action reasonably necessary to reduce the hazard to the traveling public. The Officer taking such action **will** ensure that the agency having jurisdiction is notified of the malfunction and the action being taken.

c. Requests for assistance for any routine law enforcement matter, other than 2.a. and 2.b. above, **will** be approved by a field supervisor after consideration is given to resources available, needs of the requesting agency, and the anticipated extent of involvement by Department personnel.

3. In-progress crime assistance.

a. Officers are authorized to exercise police authority in another participating jurisdiction only upon viewing a felony or misdemeanor involving a breach of the peace in this Order. Prior to rendering such assistance, Officers **will**, as soon as reasonably possible, notify the Emergency Communications Center of the circumstances and request they notify the **Watch Commander** and the agency having jurisdiction to respond to the scene.

1) On-duty Officers may take all reasonable actions to stabilize the situation until the arrival of an Officer having jurisdiction.

2) Off-duty Officers, in uniform, should defer action to the agency having jurisdiction. However, in circumstances involving a threat of death or serious bodily injury or community safety is threatened, Officers may detain or arrest individuals and preserve the scene pending the arrival of an Officer having jurisdiction.

3) For reasons of Officer safety, off-duty Officers, **NOT** in uniform, should assume the role of a witness and stand by to provide assistance upon the arrival of an Officer having jurisdiction. However, Officers are authorized to take reasonable and prudent law enforcement action **ONLY** if there is a threat of death or great bodily injury to the Officer or another person.

b. Once an Officer from the agency having jurisdiction responds, the Officer **will** transfer custody of the perpetrator and crime scene to the responding Officer.

4. Voluntary investigation of a criminal activity by on-duty Officers which has been initiated within the City and/or the taking of any enforcement action, including having probable cause to arrest for a crime, requires the location and nature of the investigation must be reported to the communications center of the agency having jurisdiction where the suspect is/may be located.

5. Voluntary cooperation for participation **and/or execution in DUI wolfpack operations**, or in an interagency criminal investigative joint task force.

a. Requests **will** be made in writing to the appropriate Bureau Commander who **will** consider the time and resources involved and make a recommendation to the Chief of Police.

b. Requests related to an interagency criminal investigative task force to address problems, such as a burglary or armed robbery pattern or for a drug-related investigation, will be addressed to the Assistant Chief, Investigative Services Bureau.

1) The request for assistance **will** define the nature of the task force, the number of Officers/Detectives requested and, if possible, the estimated time needed to accomplish the purpose of the task force.

2) Officers assigned to a joint task force, pursuant to the Pinellas County Combined Mutual Aid Agreement, may enforce all State laws while engaged in the task force operation and take enforcement action in accordance with the law including, but not limited to, taking custody of any offender, evidence, or contraband article, and completing appropriate documentation.

3) Participating Officers **will** be under the supervision of those individuals specified in the joint task force operational plan approved by the cooperating agencies participating in the task force operation.

6. School Resource Officers

a. School Resource Officers (SRO) from a cooperating agency, providing such services under a contract with the Pinellas County School Board, are authorized to accompany any school group, organization or team to an authorized extracurricular function, event or activity held at another Pinellas school campus or leased venue at the request of the Board or the principal of the school to which the SRO is assigned.

b. While participating in such activities, the SRO will have the same law enforcement authority as though on **their** assigned campus.

7. Marine Violations

a. Municipal **L**aw **E**nforcement Officers of cooperating agencies may enforce all State boating, 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 an Officer's employing agency.

b. 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.

c. Incidents involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

8. A Law Enforcement Emergency

a. A request of this type may likely involve significant use of personnel and resources for some period of time.

b. Requests for assistance during a law enforcement emergency **will** be directed to the Watch Commander for approval. The Watch Commander **will** notify the **C**hain-of-**C**ommand of the situation, the resources authorized, and the potential time of their use.

B. Limitations on Authority and Activity

1. Officers **will** not exercise any police authority within the jurisdiction of another cooperating agency except as specifically provided for in this policy.

2. Officers **will** not exercise any police authority within the jurisdiction of another cooperating agency for:

a. Local ordinance or minor traffic violations unless acting in response to a specific request for mutual aid assistance.

b. Any violation arising from a case in which the Officer has a personal interest, such as a civil or domestic dispute or a crime where the Officer may be a victim. However, this excludes cases where the Officer is a victim arising from their employment, such as battery on a **L**aw **E**nforcement Officer.

c. When in doubt, the Officer **will** summon the agency having normal jurisdiction and offer their services as a witness.

3. Unless acting in response to a specific request for mutual aid assistance, an Officer **will** limit follow-up investigations to criminal activity which originated within the jurisdiction of their employing agency.

4. Except as set forth in this Order, assistance **will** be limited to the action necessary to stabilize the situation pending the arrival of Officers from the agency in whose jurisdiction the incident occurred.

a. Normally such actions are those which are reasonably necessary to aid victims, prevent harm to persons and property, prevent the escape of a violator, or prevent the destruction or loss of evidence of a crime.

b. Additional action may then be taken with the agreement of the Officers from the agency in whose jurisdiction the incident occurred

c. If the agency having jurisdiction declines to dispatch an Officer, an on-duty SPPD Officer **will** handle the matter as though it had occurred within the City.

V. NOTIFICATION AND DOCUMENTATION

A. Notification

1. An Officer exercising police authority within the jurisdiction of another cooperating agency **will** make prior notification to the Emergency Communications Center.

a. When practical, prior notification **will** be made to the communications center of the jurisdiction where the action is required. Officers **will** request assistance from the Emergency Communications Center to complete the notification. The name of the person notified at the cooperating agency **will** be included in the report of the incident.

b. Prior notification is not required when no further action is anticipated.

2. Direct radio communication to the agency having jurisdiction **will** not be made except in an emergency or with the permission of a field supervisor.

3. In addition to notifying the other agency's communications center, when appropriate, Officers are urged to coordinate their efforts with special units or Officers assigned to similar duties with other agencies in order to avoid problems arising from agencies being unaware of another agency's intentions and, thus, possibly being in conflict.

4. When an on-duty or off-duty Officer has exercised police authority within the jurisdiction of a cooperating agency, the Officer **will** notify the on-duty Watch Commander and, upon the Officer's return to normal duty, their own supervisor. Immediate notification is not required by Officers who are expected to make only routine inquiries and who are not reasonably anticipating further action.

5. When this agency is notified that another cooperating agency is exercising police authority within the City, the Watch Commander will be notified as soon as possible.

6. The Emergency Communications Center **will** keep a log of all requests/notifications from other agencies, pursuant to the *Agreement*.

B. Documentation

1. When an Officer is called to a scene and/or provides assistance to a cooperating agency exercising police authority in the City, a Police Report **will** be completed containing the details of the incident, their involvement and the report number generated by the agency initiating the exercise of police authority. A copy of the report **will** be forwarded to the Office of Professional Standards (OPS) via the Chain of Command.

2. When an on- or off-duty Officer has exercised police authority in the jurisdiction of a cooperating agency, upon their return to normal duty, the Officer will complete a Police Report containing the details of the incident and their involvement and the report number generated, if any, by the agency having jurisdiction. A copy of the report **will** be forwarded to OPS via the **Chain-of-Command**.

3. As soon as practical after the conclusion of any action taken under the Agreement, all pertinent information **will** be exchanged by the cooperating agencies in question. This will normally include any police reports, affidavits, or statements, etc. The OPS is responsible for the exchange of information with any cooperating agencies.

4. If any of the material to be exchanged is of a confidential nature, the exchange **will** be made via the agency administrator or their designee.

VI. MEDIA STATEMENTS AND PRESS RELEASES

When operating under the provisions of the Agreement, no statement **will** be made to the media, and they **will** be directed to the agency head or highest ranking Officer available from the jurisdiction where the incident has taken place.

VII. TERMS AND PROCEDURES OF THE AGREEMENT

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 the providing agency. The Commander of the agency to which the request is made, or the Commander's designee will have the sole authority to determine the amount of personnel and equipment, if any, available to respond.

B. Voluntary Cooperation

1. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies will be made by the Commander of the agency or the Commander's designee; and

2. Voluntary cooperation can also be initiated, within the limitations as provided in this Order, by an Officer who views an in-progress crime or a need for traffic control in another cooperating agency's jurisdiction, or who views a traffic violation or traffic accident scene, or a marine violation on a contiguous way.

a. Officers taking action under this provision will immediately notify the Emergency Communications Center so that a supervisor may be made aware of the circumstances in order to direct the actions taken by the Officer.

b. An Officer taking voluntary action should notify the communications center of the assisted agency as soon as possible.

C. Under the provisions of the Pinellas County Combined Mutual Aid Agreement:

1. Whenever the employees of any law enforcement agency are rendering aid outside their jurisdiction, such employees will have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction where they are employed.

2. Law Enforcement Officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies will be under the direction and authority of the Commanding Officers of the agency to which they are called; otherwise, the Officers will be under the direction and authority of the Commanding Officers of their own agency.

3. No Officer rendering assistance will be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.

4. 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 will apply to the same manner, degree and extent while such Officers, agents and employees are rendering assistance in the jurisdiction of a cooperating agency. Nothing contained in the Agreement is intended to limit the right to reimbursement for eligible costs as permitted by law.

5. Each agency is responsible for its own operational costs and expenses in providing assistance and bears its own costs associated with any loss or damage incurred to their property, equipment or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges will be made by either party for the assistance provided.

6. Each agency will provide proof of, and carry, liability insurance, workers' compensation insurance, self-insurance and other insurance necessary in the amount(s) specified to ensure that each party will be protected and indemnified from any and all liabilities which may result by reason of activities which are covered by the Agreement.

7. Nothing in the Agreement will be deemed to transfer any legal or equitable ownership of any equipment from one cooperating agency to the other, nor will anything confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to another cooperating agency.

8. A cooperating agency is not required to respond to a request for assistance if, in their opinion, providing assistance would interfere with or jeopardize the police protection and safety of the citizens of their jurisdiction, or the requested assistance is otherwise unavailable.

9. No action will be construed to be a relinquishment or transfer, expressed or by implication, of any of the powers or functions of the cooperating agency, nor will any action 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 for.

10. Each cooperating agency will bear all court costs, defense costs, and liability for its own law enforcement Officers, agents and/or employees for acts undertaken pursuant to the Agreement, unless such act was ordered by the Commanding Officer of the assisted agency; however:

a. If such act was not ordered by the Commanding Officer of the assisted agency, each signatory has agreed, to the extent permitted by law, to indemnify and hold the other harmless 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.

b. In the event that an act or acts undertaken pursuant to the 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 will be the responsibility of the agency employing the Commanding Officer.

c. Nothing in the Agreement will be construed to waive or modify the provisions of §768.28, F.S.S.

Anthony Holloway
Chief of Police