

**ALACHUA COUNTY SHERIFF AND CITY OF ALACHUA
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT
FOR TRAFFIC CONTROL**

THIS AGREEMENT, by and between SADIE DARNELL, Sheriff of Alachua County, Florida, hereinafter referred to as “Sheriff,” and the **CITY OF ALACHUA** by and for its Police Department, hereinafter referred to as “APD,” is entered into this _____ day of _____, 2016.

WITNESSETH:

WHEREAS, the City of Alachua has a number of boundaries that intersect various major roadways which lie within the County; and

WHEREAS, there are continuing traffic problems on said roadways; and

WHEREAS, APD personnel have no authority outside the boundaries of the City of Alachua; and

WHEREAS, the Sheriff and the APD agree that a cooperative effort between the two agencies will be mutually advantageous and will allow for a smoother flow of traffic on these roadways;

NOW, THEREFORE, the Sheriff and the APD agree as follows:

1. Should an APD sworn law enforcement officer be outside the boundaries of the City of Alachua, but still within Alachua County for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or responding to a call, said officer shall have authority to enforce the traffic laws of this state and conduct crash investigations on the following roadways:

US 441 FROM NW 188th ST to 8910 NW 13 ST	4 LANE HIGHWAY
CR 235A FROM US 441 TO SR 93 NORTH	2 LANE ROADWAY
CR 235A FROM US 441 TO CR 235 SOUTH	2 LANE ROADWAY
CR 241 FROM INTERSECTION OF CR 235/241 SOUTH TO MILLHOPPER ROAD	2 LANE ROADWAY
CR 235 FROM US 441 NORTH TO NW 121 TER	2 LANE ROADWAY

**CR 241 FROM INTERSECTION OF CR 235/241 NORTH 2 LANE ROADWAY
TO NW 199 AVE**

**CR 25A FROM US 441 TO CR 237 ENTERING 2 LANE ROADWAY
FROM N.B. OR S.B.**

2. APD personnel performing traffic enforcement and crash investigations shall be under the immediate command of a supervising officer with the City of Alachua. Should enforcement action be taken pursuant to this Agreement, said officer shall notify the Sheriff. In the event a deputy responds, the investigation will be turned over to the Sheriff. The APD officer will complete a report indicating his/her involvement and will ensure a copy of the report is sent to the Sheriff.
3. The Sheriff and the APD agree to furnish personnel, equipment and other resources to each other in furtherance of performing the functions heretofore stated, provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment or other resources in furnishing such mutual aid.
4. Whenever the aforementioned APD personnel are rendering aid outside the boundaries of the City of Alachua, but still within Alachua County, and pursuant to this agreement, such personnel shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties within the jurisdiction of their employing agency.
5. The agency which furnishes any equipment pursuant to this agreement shall bear all loss or damage such equipment may sustain and shall pay any expense incurred in the operation and maintenance thereof. Furthermore, the agency furnishing aid pursuant to this agreement shall retain full responsibility for the compensation of its personnel during the time of rendering such aid, including but not limited to salary, retirement, insurance and any amounts paid or due for compensation of its personnel during the time of rendering such aid, including but not limited to salary, retirement, insurance and any amounts paid or due for compensation due to personal injury or death while such personnel are engaged in rendering such aid. The agency furnishing aid pursuant to this agreement shall also provide law enforcement liability insurance with adequate coverage being applicable whenever and wherever its personnel are rendering aid.

6. Nothing in this Voluntary Cooperation Agreement shall be construed so as to require any individual or entity acting or failing to act pursuant to this agreement to perform or not perform any act or thing which would be in contravention of any requirement or provision of any applicable rule, regulation, ordinance, statute or law.

7. This agreement is not intended to provide any extension of authority to any member of the City of Alachua Police Department not assigned to the traffic control detail.

8. This agreement shall be in effect from the date above first written through and including January 11, 2021, unless sooner terminated. This agreement may be renewed or extended by written agreement only.

9. Either party to this agreement may withdraw from this agreement by giving written notice thereof to the other party. Upon receipt of such notice, this agreement shall be terminated.

WHEREFORE, the parties hereto cause these presents to be signed by their duly authorized officers as of the date first above written.

ALACHUA COUNTY SHERIFF

CITY OF ALACHUA

Sadie Darnell, Sheriff Date

Gib Coerper, Mayor Date

Approved as to Form and Legality:

RECOMMENDED:

Cynthia M. Weygant, General Counsel
Alachua County Sheriff's Office

Chad Scott
Chief of Police

Approved as to Form:

Marian Rush, City Attorney