

City of South Daytona

Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager

From: Becky Witte, Deputy City Clerk

Re: Consideration of approving and authorizing the Police Chief and City Manager to execute a Volusia County Combined Operational Assistance and Voluntary Cooperation Agreement to provide law enforcement services as a part of a mutual aid arrangement.

Date: January 7, 2026

The Volusia County Combined Operational Assistance and Voluntary Cooperation Agreement authorizes law enforcement agencies throughout Volusia County to assist one another during routine operations and emergencies. This type of agreement has long been in place to ensure coordinated responses to incidents that cross jurisdictional boundaries or require additional personnel, specialized units, or resources beyond a single agency's capacity. The South Daytona Police Department has historically participated in this countywide mutual aid structure to enhance public safety and operational effectiveness.

This updated agreement will remain in effect through January 1, 2030, unless terminated earlier, and will replace any prior versions once fully executed and filed with the Florida Department of Law Enforcement. Continued participation in this agreement allows the City of South Daytona to maintain strong working relationships with neighboring law enforcement agencies and ensures the City is prepared to respond effectively to large-scale incidents and emergencies.

Staff recommends that the City Council approve the Volusia County Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Mutual Aid Agreement), and authorize the Police Chief and City Manager to execute the agreement.

MUTUAL AID AGREEMENT

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT FOR VOLUSIA COUNTY, FLORIDA

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Intensive situations including but not limited to emergencies as defined under Section 252.34, Florida Statutes and
2. Continuing, multi-jurisdictional law enforcement problems, so as to protect the public's peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Volusia Sheriff's Office, Daytona Beach Police Department; Daytona Beach Shores Department of Public Safety; DeLand Police Department; Edgewater Police Department; Holly Hill Police Department; Lake Helen Police Department; New Smyrna Beach Police Department; Orange City Police Department; Ormond Beach Police Department; Port Orange Police Department; Ponce Inlet Police Department; and South Daytona Police Department, have the authority under Section 23.12, Florida Statutes (et seq.), the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

2. Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

JURISDICTION: The jurisdiction under this agreement exists throughout the territorial limits of the participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County. Any law enforcement officer of any of the participating agencies shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in any law enforcement activity (preplanned or unplanned) that is requested and approved under the terms of this agreement or dispatched in response to a request for assistance from any other participating agency. Under this agreement, any law enforcement officer of a participating agency shall have the authority to operate, subject to the terms of the agreement, throughout the territorial jurisdiction of the agreement even if outside of the officer's primary jurisdiction. Any law enforcement officer of a participating agency shall, when engaging in authorized mutual cooperation and assistance pursuant to this agreement, have the same powers, duties, rights, privileges and immunities as if the law enforcement officer were performing duties inside the political subdivision of his/her normal primary jurisdiction. Notwithstanding, the Volusia Sheriff's Office's jurisdiction, pursuant to Section 30.15(5)(a), Florida Statutes, runs throughout the entire county regardless of whether there are incorporated cities or other independent districts or governmental entities in the county.

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but is not necessarily limited to,

investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and joint multi-jurisdictional preplanned law enforcement operations, including but not limited to: traffic/vessel enforcement, drug enforcement task forces, and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with terrorist activities, acts of sabotage, hostage and barricaded subject situations, civil disturbances, large demonstrations, aircraft disasters, fires, natural or man-made disasters, control of major crime scenes, area searches, perimeter control, pursuits, missing persons calls, high profile trials, sporting events, Spring Break, motorcycle weeks, automobile race events, concerts, parades, community events, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement needs assistance, either of a voluntary cooperation or operational assistance nature, the agency head or designee of the requesting agency shall notify the agency head or designee of the agency from whom such assistance is required/requested. The agency head or designee of the agency whose assistance is sought shall evaluate the situation and the request, the agency's available resources, consult with supervisors as necessary and respond in an appropriate manner. The agency head or designee in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to

grant mutual aid or receive mutual aid may be made verbally or in writing as the particular situation dictates.

Exigent Circumstances: In the event of exigent circumstances or other situations which precludes a formal request, any sworn member of the requesting agency may request such assistance directly from a sworn member of another participating agency. Such request may be made verbally, in writing, or by use of radio communication. As soon as the situation allows, the requesting officer shall notify his/her supervisor of the existence of the request and the basis for it.

Official Business Outside of Jurisdiction: Should a sworn law enforcement officer of a participating agency be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, the officer shall, as soon as possible, notify the agency having normal primary jurisdiction and upon arrival of officers with normal primary jurisdiction, turn the situation over to them and shall provide any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. **This provision is not intended to and does not grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal primary jurisdiction, but is intended to address critical, life threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter. The agency head's decision in these matters shall be final.**

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the requesting agency.

Conflicts: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the agency head or designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the assisting agency for

administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Members of the participating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state under the terms of this agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing duties inside the political subdivision in which they are normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.

3. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and

maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of the officers, agents, or employees of the agencies when performing their respective public duties apply to them to the same degree, manner and extent while engaged in the performance of their duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and reserve employees.

6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: CONCURRENT JURISDICTION

Whereas, it is to the mutual benefit of the subscribing law enforcement agencies, rendering assistance and/or conducting law enforcement activities, preplanned or unplanned, pursuant to this agreement, to exercise jurisdiction in and throughout the territorial limits of participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County, Florida, the subscribing parties agree as follows and mandate their agency personnel to strict compliance with requirements of this agreement for officer safety, case integrity and agency cooperation:

1. **Arrests**: Participating agency law enforcement officers are authorized to make arrests for felonies, misdemeanors, including arrestable traffic offenses, when operating under this

agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement. Authority derived pursuant to this subparagraph may be exercised only in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. No participating agency law enforcement officer is authorized, when operating under this agreement, to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, absent a search warrant or constitutional exigent circumstances.

2. **Search Warrants:** When operating under this agreement, participating agency law enforcement officers may execute search warrants outside the normal primary jurisdiction of their employing municipality for offenses which occurred in the territory of their normal primary jurisdiction only after receiving permission from the other agency.

3. **Crime Scene Perimeters:** Participating agency law enforcement officers are authorized to establish a crime scene perimeter or area of containment for the securing of a crime scene or apprehension of suspects.

4. **Surveillance Operations:** Participating agency law enforcement officers are authorized to conduct mobile and stationary surveillance, provided that appropriate notification is given including the general location of the surveillance, targets of the surveillance and a description of the vehicles involved.

5. **Traffic Enforcement:** Participating agency law enforcement officers are authorized to enforce Florida traffic statutes on roadways contiguous to and forming the border between participating law enforcement agency jurisdictions. Participating agency law enforcement officers

are also authorized to investigate and arrest any individual(s) found to be in violation of the Florida criminal statutes who has been identified as a result of enforcement of the Florida traffic statutes. For purposes of this agreement, “roadway” is defined as the paved portion subject to vehicular travel and the right-of-way constituting the “shoulder” of the road. Participating agency law enforcement officers are also authorized to enforce Florida traffic statutes when operating under this agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement.

6. **Radio Communications:** The Volusia Sheriff’s Office is the provider agency for all county-wide consolidated public safety communications and is responsible for tracking and recording all radio communications relating to assistance provided. Operational radio channel will be determined by the Volusia Sheriff’s Office Command Director and agency heads will be notified annually of the radio channels.

7. **General Requirements:**

A. Prior to taking any enforcement action, the officer, who does not have jurisdiction, shall notify the agency in the jurisdiction where the action will be taken, unless exigent circumstances prevent such prior notification. In this case, notification shall be made as soon after the action as possible.

B. Prior to executing a search warrant under this agreement, outside an agency’s jurisdiction, the officer, who does not have jurisdiction, shall contact the jurisdiction’s point of contact and the Volusia Sheriff’s Office point of contact to coordinate the operation. Event deconfliction will be conducted through Case Explorer. Notification shall be made to the Watch Commander on duty in the area of responsibility where the search warrant will be executed prior to its execution.

C. Prior to conducting stationary/mobile surveillance outside the officer's jurisdiction the officer shall conduct an event deconfliction through Case Explorer covering the location/areas under surveillance, target of surveillance and any other information necessary for deconfliction.

D. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits, except in the event of an emergency, exigent circumstances or when authorized in a preplanned operation.

E. This agreement includes preplanned and unplanned operations, undercover investigations, stings or sweeps coordinated and approved by the Volusia Sheriff's Office.

F. Participating agency law enforcement officers shall not conduct any routine patrol activities outside of their jurisdiction unless authorized by any voluntary cooperation or operational assistance request under this agreement.

G. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

H. All provisions of the Volusia County Mutual Aid Agreement shall be in full force and effect as they relate to concurrent jurisdiction.

SECTION VIII: INSURANCE COVERAGE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2030**, unless terminated prior thereto by any or all of the parties here. Under no circumstances may this agreement be renewed, amended, or extended except in writing. This agreement when fully executed and filed with the Florida Department of Law Enforcement shall supersede any prior versions of this agreement.

SECTION X: CANCELLATION

Any party to this agreement may withdraw from participation by providing each other party with written notice of withdrawal which date shall be specified in the notice. Furthermore, any party wishing to withdraw from participation with one or more other parties may terminate voluntary cooperation with said party(ies) by providing written notice of termination to the affected party(ies) and the Volusia Sheriff's Office. Should this occur, voluntary cooperation shall remain in force only with respect to the remaining participants. The Volusia Sheriff's Office shall keep all concerned agencies advised as to current parties to this Mutual Aid Agreement.

SECTION XI: COUNTERPARTS

This agreement may be executed in counterparts, whether scanned, faxed or electronically signed, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to Volusia Sheriff's Office no later than **January 15, 2026**, by email to officeofthegeneralcounsel@volusiaheriff.gov.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

For the Volusia Sheriff's Office:

Michael J. Chitwood, Sheriff
Volusia County

Date signed

For the South Daytona Police Department:

Joseph LaSata, Chief
South Daytona Police Department

Date signed

For the City of South Daytona:

James L. Gillis, Jr., City Manager
City of South Daytona

Date signed

General Counsel

Peter A.D. McGlashan, Esq.

OFFICE
(386) 736-5961



OFFICE OF THE GENERAL COUNSEL VOLUSIA SHERIFF'S OFFICE

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January 6, 2026

Re: Mutual Aid Agreement Expiration

Dear Chiefs and Managers,

The Volusia County Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Mutual Aid Agreement) expired on January 1, 2026. There is currently no County Mutual Aid Agreement in place. Therefore, **no agency is authorized to conduct operations** under its terms.

To restore this essential operational capability, please find the replacement agreement attached for your review and execution. Please return the executed document to the Office of the General Counsel at officeofthegeneralcounsel@volusiasherriff.gov as soon as possible. The sooner we receive the signed and executed agreement; the sooner we can restore mutual aid coverage across the county.

Thank you for your prompt attention to this matter.

Sincerely,

PETER A. D. McGLASHAN, ESQUIRE

General Counsel

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