

(7/1/02 - 6/30/04)

**COMBINED OPERATIONAL ASSISTANCE AND  
VOLUNTARY COOPERATION**

**MUTUAL AID AGREEMENT**

**COPY**

THIS AGREEMENT, by and between the Stephen M. Oelrich, Sheriff of Alachua County, hereinafter referred to as "Sheriff," and the City of Gainesville Police Department, hereinafter referred to as "Police Department;"

WITNESSETH:

WHEREAS, the subscribed 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 intensive situations including but not limited to emergencies as defined under section 252.34, F.S. as well as continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Sheriff and Police Department have the authority under section 23.1225, F.S. 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, F.S.,

NOW, THEREFORE, the parties agree as follows:

**SECTION I: 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 in dealing with any violations of Florida Statutes to include, but not necessarily be limited to,

investigating homicides, sex offenses, robberies, assaults, burglaries, disturbances, arson, motor vehicle thefts, other criminal or suspected criminal activity, and backup services during patrol activities.

## SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The law enforcement agency head or his designee whose assistance is sought shall evaluate the situation and his available resources, and will response in a manner he deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority maybe granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer 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, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to a follow-up report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, service warrants and/or subpoenas, 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 decisions in these matters shall be final.

## SECTION III: 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 his/her designee of the department requesting assistance.

#### SECTION IV: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering aid pursuant to this agreement to assume full responsibility for same, subject to provisions of section 768.28, F.S., where applicable, and provided such party shall have control of the defense of any suit or claim to which said assumption or responsibility applies.

#### SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Employees of the Police Department, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), F.S. have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the City of Gainesville.

B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the agreement; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

C. The agency that furnishes equipment pursuant to this part 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.

D. 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.

E. 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 any employee of an 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 the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

F. 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 VI: INSURANCE

Each party shall carry liability insurance in an amount which is 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 the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

#### SECTION VII: EFFECTIVE DATE

This Agreement is effective as of July 1, 2002 and shall continue in full force and effect until June 30, 2004, unless terminated prior thereto by any or both parties hereto.

#### SECTION VIII: CANCELLATION

Any party may withdraw from participation in this agreement upon delivery or written notice to the other party.

WHEREFORE, the parties hereto cause these presents to be signed on the dates indicated below.

**COPY**

ALACHUA COUNTY SHERIFF'S OFFICE

CITY OF GAINESVILLE

\_\_\_\_\_  
Stephen M. Oelrich, Sheriff

\_\_\_\_\_  
Wayne Bowers  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form and Legality:

RECOMMENDED:

\_\_\_\_\_  
Sr. Staff Attorney

\_\_\_\_\_  
Norman Botsford  
Chief of Police  
Gainesville Police Department

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney