

**AMENDMENT TO  
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION  
AGREEMENT BETWEEN THE  
CITY OF GAINESVILLE POLICE DEPARTMENT  
AND THE  
UNIVERSITY OF FLORIDA POLICE DEPARTMENT**

**WITNESSETH**

**WHEREAS**, the Gainesville Police Department and University of Florida Police Department entered into a Combined Operational Assistance and Voluntary Cooperation Agreement on July 9, 2004 for the two-year period July 1, 2004, through June 30, 2006; and

**WHEREAS**, the parties wish to provide for the enforcement of local municipal ordinances;

**NOW THEREFORE**, the parties hereto agree as follows:

1. **SECTION II. PROVISIONS FOR VOLUNTARY COOPERATION** is amended to read:

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each may: request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, participating in inter-agency task forces and/or joint investigations, and any violation of local ordinance.

2. **SECTION IV. AUTHORITY, PRIVILEGES, IMMUNITIES AND COSTS** is amended to read:

A. Authority of law enforcement officers operating pursuant to this agreement:

1. Members of the Gainesville Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

2. Members of the University of Florida Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

3. If a violation of Florida Statutes or Gainesville's Code or Ordinances, occurs in the presence of said officers representing their respective agencies in furtherance of this agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).

4. If a felony, misdemeanor, criminal traffic or traffic or ordinance violation occurs in the presence of an officer of the University of Florida Police Department, while outside his or her jurisdiction but within the City of Gainesville, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).

5. If a felony, misdemeanor, criminal traffic or traffic or ordinance violation occurs in the presence of an officer of the Gainesville Police Department, while outside his or her jurisdiction but within the jurisdiction of the University of Florida not normally subject to the Gainesville Police Department's authority, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).

6. If an officer of the University of Florida Police Department is investigating a felony which occurred within his or her jurisdiction and develops probable cause to arrest a suspect for that felony and the suspect is located outside

the officer's jurisdiction, but within the City of Gainesville, the officer shall be empowered with the same authority to arrest said suspect as the officer would have within the political subdivision in which he or she is employed.

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

C. The agency furnishing any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

D. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such 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. The requesting agency may compensate the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this agreement.

E. All privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially 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

