

AMENDED MUTUAL AID AGREEMENT

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

WITNESSETH

WHEREAS, the jurisdictions of the Gainesville Police Department and the University of Florida Police Department 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(2), F.S., and (2) 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 Gainesville Police Department and the University of Florida Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation agreement for assistance of a routing law enforcement nature that crosses jurisdictional lines;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

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 civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

II. PROVISIONS FOR VOLUNTARY COOPERATION

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, and participating in inter-agency task forces and/or joint investigations.

III. POLICY AND PROCEDURE

- a. If a party to this agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's decision in this regard shall be final.
- b. The resources or facilities that are assigned by the assisting agency 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 agency requesting assistance.

IV. AUTHORITY, PRIVILEGES, IMMUNITIES AND COSTS

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 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 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).

a. If, in the process of taking action pursuant to this subsection, an officer becomes aware of any other violation of law, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of the suspect(s).

5. If a felony, misdemeanor, criminal traffic or traffic 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).

a. If, in the process of taking action pursuant to this subsection, an officer becomes aware of any other violation of law, said officer shall be empowered to take appropriate 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 to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under Section I.

V. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for 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 such aid pursuant to this agreement, subject to the provisions of Section 768.28, F.S., where applicable. Each party shall control the defense of any suit or claim asserted against it.

VI. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), F.S., 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.

VII. 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 June 30, 2002, unless terminated prior thereto by any or all of the parties herein.

VIII. CANCELLATION

This agreement may be canceled by either party upon delivery of written notice to the other party. Cancellation will be at the direction of any subscribing party.

IX. MISCELLANEOUS

a. This agreement constitutes the entire agreement between the parties and no modification or extensions shall be effective unless in writing and executed by all parties.

b. Either party may terminate this agreement at anytime for refusal by the other party to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by such party in conjunction with this agreement.

WHEREFORE, the parties hereto cause these presents to be signed on the _____ day of _____, 2000.

CITY OF GAINESVILLE

RECOMMENDED:

Wayne Bowers, City Manager

Norman B. Botsford
Gainesville Police Department

UNIVERSITY OF FLORIDA for and on
behalf of the Board of Regents
of the State of Florida

RECOMMENDED:

Charles Young, Interim President

Everett H. Stevens, Director
University Police Department

APPROVED:

Office of Administrative Affairs
University of Florida