

MUTUAL AID AGREEMENT

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT BETWEEN HILLSBOROUGH COUNTY SHERIFF'S OFFICE AND TEMPLE TERRACE POLICE DEPARTMENT

WHEREAS, the Hillsborough County Sheriff's Office (HCSO) and the Temple Terrace Police Department (TTPD) have the responsibility to enforce the laws and promote the safety and security of persons within their respective jurisdictions by providing adequate levels of services to address routine or emergency situations; and

WHEREAS, continuing inter-jurisdictional law violations and threats to the safety and security of persons and property within Hillsborough County require the voluntary cooperation and operational assistance of these law enforcement agencies for the mutual benefit of the agencies and the citizens of Hillsborough County; and

WHEREAS, Florida law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, the Florida Mutual Aid Act, to enter into a combined operational assistance and voluntary cooperation agreement which provides for cooperation and rendering assistance of routine and emergency law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the parties hereto agree as follows:

Section I: Request for Assistance

Either party may request the voluntary cooperation and assistance of the other in matters of routine law enforcement or in a law enforcement emergency which may cross jurisdictional lines. Requests for cooperation in routine law enforcement matters may include, but are not limited to, the continuation of investigations, the development of intelligence, the collection of evidence of past, present or future criminal activity or the apprehension of persons suspected of criminal activity.

Requests for operational assistance for a law enforcement emergency may include a civil disturbance or other emergency as defined in *Fla. Stat.* §252.34, which includes a threat or occurrence, whether natural, technological or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Section II: Notification of Other Agency

HCSO has primary law enforcement jurisdiction throughout Hillsborough County and concurrent law enforcement jurisdiction within the incorporated limits of the City of Temple Terrace. Therefore, where circumstances dictate, HCSO will notify TTPD of the presence of its deputies in the city limits in order to ensure the safety of HCSO deputies and TTPD officers, especially when HCSO deputies are working in the city in a covert capacity.

TTPD's law enforcement jurisdiction is primarily the geographical boundaries of the City of Temple Terrace. Accordingly, unless there exists a more specific agreement. prior to acting in a law enforcement capacity within the unincorporated portions of Hillsborough County, TTPD officers must expressly notify the appropriate HCSO shift commander or designee (in the HCSO District in which the officers intend to operate) of all the pertinent details of the law enforcement activity in which they seek to engage. Thereafter, the shift commander must concur in the operation before TTPD officers implement their operation. If prior notice is not possible because of hot pursuit or other compelling exigent circumstances, which makes prior notice impossible, TTPD officers engaging in such hot pursuit or exigent enforcement shall notify the appropriate HCSO shift commander or designee at the first possible moment.

This Agreement is not intended to authorize TTPD officers to commence investigations of crimes or actively seek out criminal activity occurring outside of their jurisdiction. HCSO and TTPD intend that by this Agreement, TTPD officers may continue into the portions of Hillsborough County

outside of the City of Tampa, those investigations which commence within Temple Terrace city limits after proper notification as provided herein.

Section III: Search Warrants

Search warrants obtained incident to TTPD investigations for service in unincorporated Hillsborough County shall be served with the aid of HCSO pursuant to HCSO S.O.P. 565.01, which provides as follows:

1. TTPD must establish a joint investigation with the appropriate specialty personnel (narcotics, property, homicide, etc.) of the HCSO in order to establish jurisdiction at the onset of the investigation
2. Any such joint investigation must be approved by an HCSO supervisor.
3. HCSO personnel must write, serve and be able to swear to any probable cause in the first person.
4. HCSO must be the affiant or co-affiant on all search warrants served in unincorporated Hillsborough County.
5. Upon approval of the joint investigation by HCSO, personnel of TTPD and HCSO will establish an agreement at the onset of the investigation as to the job tasks of each agency and the custody of evidence and arrestees. Upon the seizure of any property subject to forfeiture under the Florida Contraband Forfeiture Act, TTPD and HCSO shall equitably distribute any property among the participating agencies in proportion to the amount of investigation and participation performed by each agency, unless otherwise agreed to by the Sheriff of Hillsborough County, the City of Temple Terrace Police Chief or their designees.
6. TTPD personnel may participate in searches, suspect interviews and similar latent investigation techniques, but may not participate in search warrant entries or physical

arrests unless prior approval is granted by the HCSO supervisor in charge of the detail.

Section IV: Arrests

Persons arrested by TTPD officers under this Agreement and for crimes committed in the City of Temple Terrace shall remain the responsibility of and in custody of TTPD officers until turned over to HCSO at the Central Booking Facility. Evidence and other property seized under warrants obtained by TTPD or in connection with arrests made pursuant to this Agreement shall remain the responsibility of and in custody of TTPD.

Routine requests from TTPD which do not provide information that a warrant or capias has been issued shall operate as requests to locate only. As the originating agency, TTPD shall be notified when such persons or vehicles are located; normally, arrests shall not be made without a valid warrant or capias number.

Section V: Supervisory Responsibility

Each agency shall retain control of, and supervisory responsibility for, its own employees while acting pursuant to this Agreement. However, in a tactical situation conducted within the unincorporated portions of Hillsborough County, HCSO reserves the right to decide final action, unless a request for operational assistance for law enforcement emergency occurs as stated in Section I herein. After a final action decision has been made by HCSO, HCSO may elect to conduct the tactical operation itself and HCSO shall be responsible for the supervision and execution of said action. However, if it is decided that TTPD is to conduct the tactical operation, TTPD shall be responsible for supervision and execution of said action.

Section VI: Forfeitures

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The

property shall be seized, forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, unless otherwise agreed to by the Sheriff of Hillsborough County, the City of Temple Terrace Police Chief or their designees. Forfeitures shall be processed pursuant to the provisions of the Florida Contraband Forfeiture Act.

Section VII: Costs

Each agency shall provide at its own expense, and bear the risk of loss of, all equipment required or used by the agency for its own operations pursuant to this Agreement.

Each agency shall be responsible for the compensation of its own employees and all associated costs, to the same extent as if the affected employee(s) were on duty within their respective employer's primary jurisdiction.

Section VIII: Liability and Indemnification

Each agency shall retain liability for the acts or omissions of its own employees acting pursuant to this Agreement.

Subject to the provisions of *Fla. Stat.* §768.28, each agency agrees to indemnify the other and all appointees or employees of the other, against all liability, costs and attorneys' fees arising from any claims or suits founded on allegations of negligence or other tort of the first agency or its appointees or employees acting pursuant to this Agreement. The agency having the duty to indemnify the other under this provision shall have the right to control the defense of any such suit or claim upon acknowledging in writing to the other agency the duty to indemnify.

Section IX: Powers and Privileges

Appointees or employees of each agency, including reserve and auxiliary employees, when rendering assistance pursuant to this Agreement, shall have the same powers, duties, rights,

privileges, immunities and benefits just as if the appointees or employees were acting within their primary jurisdiction.

Section X: Effective Date

This Agreement shall become effective immediately upon being fully executed, and shall remain in force for a period of five (5) years or until modified or terminated in writing, upon the concurrence of both parties.

**FOR HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**

APPROVED AS TO FORM:

DAVID GEE, Sheriff

ERNEST F. PELUSO
Chief Legal Counsel

HCSO STAFF	APPROVED	DATE
DIST/DIV	_____	_____
DEPARTMENT	_____	_____
OTC	_____	_____
LEGAL	_____	_____
CHIEF DEPUTY	_____	_____

**CITY OF TEMPLE TERRACE,
a municipal corporation**

ATTEST:

By: _____
Frank M. Chillura, Mayor

City Clerk

Date: _____

WITNESSES:

**TEMPLE TERRACE POLICE
DEPARTMENT**

By: Kenneth R. Albano
Kenneth R. Albano, Chief

Date: 1/2/2013

Approved as to form
and Legal Sufficiency

By: _____
Legal Counsel

CERTIFICATE OF FILING

We, **Sheriff David Gee** and **Chief Kenneth R. Albano** hereby certify that a true copy of this Mutual Aid Agreement has been filed with the Florida Department of Law Enforcement in accordance with the provisions of Section 23.1231(3), Florida Statutes, within seven (7) days of its execution.

David Gee, Sheriff
Hillsborough County Sheriff's Office



Chief Kenneth R. Albano
Temple Terrace Police Department