

MUTUAL AID AGREEMENT

The City of Temple Terrace, Florida, a municipal corporation, on behalf of the City of Temple Terrace Police Department and the University of South Florida, a public body corporate of the State of Florida, on behalf of the University of South Florida Police Department agree as follows:

WHEREAS, the Temple Terrace Police Department (TTPD) and the University of South Florida Police Department (USFPD) have the responsibility to enforce the laws and promote the safety and security of persons within their respective jurisdictions; and

WHEREAS, continuing inter-jurisdictional law violations and threats to the safety and security of persons and property require the voluntary cooperation of affected law enforcement agencies for the mutual benefit of the agencies; 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 voluntary cooperation agreement which, among other things, provides for cooperation and assistance of a routine law enforcement nature across jurisdictional lines and provides for rendering assistance in law enforcement emergencies as defined in Florida Statutes, Section 252.34.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Provision 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 not necessarily be limited to, dealing with civil disturbances; large protest demonstrations; aircraft disasters; fires; natural or man-made disasters; security and crowd control at sporting events, concerts, parades, special events; escapes from detention facilities; incidents requiring utilization of specialized units; and duty assignments for which the requesting agency is unable to fill and need support personnel to ensure the safety of the public and the requesting agency's officers.

Section 2. Provision for Operation Assistance

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each of the agencies may also request and render law enforcement assistance to each other to include, but not necessarily be limited to, investigating homicides; sex offenses; robberies; assaults; burglaries; larcenies; gambling; motor vehicle thefts; drug violations pursuant to Florida Statutes Chapter 893; back-up services during patrol activities; accidents involving motor vehicles; violations of the Florida Uniform Traffic Control Law; development of intelligence; collection of evidence of past, present, or future criminal activity; the apprehension of persons suspected of criminal activity; school resource officers and Drug Abuse Resistance

Education (DARE) officers on official duty out of his/her jurisdiction; and inter-agency task force and/or joint investigations.

Section 3. Procedure for Requesting Assistance

- A. In the event that a party to this agreement needs assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisor if necessary, and respond in a manner he/she deems appropriate.
- B. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, the length of time such assistance is authorized, and the purpose for which such authority is granted. The authority may be granted either verbally or in writing as the particular situation dictates.
- C. If a sworn law enforcement officer is in another subscribed agency's jurisdiction for routine matters, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or transporting a prisoner and a Florida Statute is violated 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. If enforcement action is taken, said party shall notify the jurisdictional agency and, upon the latter's arrival, turn the situation over to him/her and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and any related actions. The provision described in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the jurisdictional agency, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or apprehend criminals whom the law enforcement officer may encounter.

Section 4. Command and Supervisory Responsibility

Each agency shall retain control of and supervisory responsibility for its respective employees while acting in accordance with this Agreement. However, each party reserves the right to decide final action on emergency response situations occurring in the respective primary jurisdiction.

- A. Conflicts – Whenever a sworn officer or civilian employee is rendering assistance in accordance with this Agreement, the officer or civilian employee shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standing operating procedures of his/her respective employer. If any rule, regulation, personnel policy, general order, or standing operating procedure is contradicted, contravened, or otherwise in conflict with the requesting agency's

superior officer's direct order, then the rule, regulation, policy, general order, or procedure of his/her employer shall control and shall supersede the direct order.

- B. Handling complaints. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for documenting said complaint to ascertain at a minimum:
1. The identity of the complaint.
 2. The complaining party's contact address.
 3. The specific allegation.
 4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an assisting agency's employee, the aforementioned information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the assisting agency's head or his/her designee for administrative review. The requesting agency may review the complaint to determine if any factual basis exists for the complaint and/or if any requesting agency's employees violated any of the agency's policies or procedures.

5. Liability.

Each party shall be responsible for the actions of its employees while rendering aid under this agreement. In the event that either party receives notice of a claim for any activity taken pursuant to this agreement, whether such notice is given under Section 768.28(6), Florida Statutes, or otherwise, the party so notified shall provide written notice of such claim to the other party within ten days of its receipt of such notice. Nothing herein shall be construed as a waiver of sovereign immunity or impose any liability beyond the limitations of Florida Statutes Section 768.28.

Section 6. Powers, Privileges, Immunities, and Costs

- A. Employees of the assisting agency when actually engaging in mutual cooperation and assistance outside of his/her jurisdictional limits, but inside this State, under the terms of this agreement and in accordance with Florida Statutes Section 23.127(1) shall have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's jurisdiction.
- B. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to the other party of this 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.
- C. The agency that furnishes equipment in accordance with 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.

- D. Each agency shall be responsible for the compensation of its employees and all associated costs to the same extent as if the affected employee was on duty within his/her respective jurisdiction.
- E. In the event that a felony, misdemeanor, or criminal traffic violation should occur in the presence of a sworn officer of the law enforcement agencies while he/she is outside of his/her jurisdiction, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect or suspects.
- F. In the event that an officer of either of the aforesaid law enforcement agencies who is investigating a felony that occurred within his/her jurisdiction should develop probable cause to arrest a suspect when the suspect is located outside of the officer's jurisdiction and in the jurisdiction of the other party to this agreement, the officer shall be empowered with the same authority to arrest said suspect as the officer would have within his/her jurisdiction limits. An officer intending to affect a probable cause arrest should, whenever possible, request the other agency's assistance when the arrest is to occur within the jurisdiction limits of other agency. Failure to request such assistance shall not, however, affect the validity or legality of any arrest made.

Section 7. Effective Date and Term

This agreement shall take effect on January 1, 2015 ("Effective Date") and shall continue for a term of one (1) year ("Term") and on each anniversary of the Effective Date thereafter, the Term shall be extended for an additional one (1) year until cancelled by delivery of written notice of cancellation from either party to the other. This agreement may not be modified except in writing upon the concurrence of both parties.

Section 8. Cancellation

Either party may cancel its participation in this agreement upon delivery of written notice to the other party.

In witness whereof the parties hereto execute this agreement intending to be fully bound by its terms, to be effective on the date first written above.

EXECUTION PAGES FOLLOW

CITY OF TEMPLE TERRACE, FLORIDA

By: Frank M. Chillura
Frank M. Chillura
Mayor

ATTEST:

Cheryl A. Mooney
Cheryl A. Mooney
City Clerk
Approved as to form and legal
Sufficiency:
Mark Connolly
Mark Connolly
City Attorney

By: Kenneth R. Albano
Kenneth R. Albano
City of Temple Terrace Police Chief

Dated: 11/20/14

UNIVERSITY OF SOUTH FLORIDA
Board of Trustees

By: Judy Genshaft
Judy Genshaft
President

WITNESS:

Patricia Ciaccio

By: John Withrow
John Withrow
University of South Florida Police Chief

Approved as to form and legal
Sufficiency:

Dated: 11/7/14

Joel Londrigan
Joel Londrigan
Associate General Counsel