

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing 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: (1) 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, (2) intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes and,

WHEREAS, THE TAMPA POLICE DEPARTMENT AND THE TEMPLE TERRACE POLICE DEPARTMENT have the authority under Part I of Chapter 23, Florida Statutes (2002), 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 law enforcement emergencies as defined in Section 252.34, Florida Statutes.

NOW THEREFORE, the parties agree as follows:

Section I: Provisions for Voluntary Cooperation

Each of the aforesaid law enforcement agencies hereby approves and enters 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, and incidents requiring utilization of specialized units, and extra duty assignments which the requesting agency is unable to fill and needs support personnel to ensure the safety of the public and the requesting agency's officers.

Section II: Provisions for Operational 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 the 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 Chapter 893, Florida Statutes, backup services during patrol activities, accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, the development of intelligence, the collection of evidence of past, present or future criminal activity, school resource officers and D.A.R.E. officers on official duty out of their jurisdiction, and inter-agency task force and/or joint investigations.

Section III: Procedure for Requesting Assistance

A. In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom assistance is requested. The agency head or authorized representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will 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, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

C. 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 going to or from work, or transporting a prisoner, and a violation of Florida Statute 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 written report documenting the event and actions taken. This provision so prescribed 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 agency of normal jurisdiction, 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.

Section IV: Command and Supervisory Responsibility

The personnel and equipment 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 his/her designee of the agency requesting assistance.

Conflicts:

Whenever a sworn officer, or civilian employee, is rendering assistance pursuant to 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 own employer. If any such rule, regulation, personnel policy, general order or standard operating

procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

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 the documentation of said complaint to ascertain at a minimum:

- 1 - The identity of the complainant.
- 2 - An address where the complaining party can be contacted.
- 3 - The specific allegation.
- 4 - The identity of the employees accused without regard to agency affiliation.

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

Section V: Liability/Indemnification

Each party engaging in any mutual aid 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 to party's own employees while engaged in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its volunteers or employees, subject to the provisions of Section 768.28, Florida Statutes, where

applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

Section VI: Powers, Privileges, Immunities and Costs

A. Employees of the assisting agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

B. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the 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 pursuant to this agreement shall bear the cost of loss or damage to such equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this agreement shall compensate its own personnel 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. The requesting agency may compensate the assisting agency during the time of 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 II: Provisions for Operational Assistance.

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 which apply to the activity of an 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 when assistance is requested under Section II: Provisions for Operational Assistance.

G. In the event a violation of Florida Statutes should occur in the presence of said sworn officers representing their respective agencies in furtherance of the agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect or suspects.

H. In the event a felony, misdemeanor, or criminal traffic violation should occur in the presence of a sworn officer of the aforesaid law enforcement agencies while he or she is outside his or 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.

I. In the event an officer of either of the aforesaid law enforcement agencies who is investigating a felony which occurred within his or her jurisdiction should develop probable cause

to arrest a suspect for that felony when the suspect is located outside 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 the jurisdictional limits of his or her agency. An officer intending to effect a probable cause arrest pursuant to this paragraph should, whenever possible, request the assistance of the other agency which is a party to this agreement when the arrest is to occur within the jurisdictional limits of that other agency. Failure to request such assistance shall not, however, affect the validity or legality of any arrest made pursuant to this paragraph.

Section VII: Liability Insurance

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), Florida Statutes, 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 cancelled 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.

Section VIII: 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 **January 1, 2010**. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

Section IX: Cancellation

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

PAGE OF EXECUTION TO FOLLOW

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

Stephen Hogue
STEPHEN HOGUE
Chief of Police, Tampa Police Department

5-24-2004
Date Signed

Pam Iorio
PAM IORIO, MAYOR
City of Tampa

Attest:

Shirley Fox-Knowles
Clerk, City of Tampa

Approved as to Form and Legal Sufficiency:

By: K.C. Pi
Legal Counsel

A. L. Tony Velong
A. L. TONY VELONG
Chief of Police, Temple Terrace Police Department

6-17-2004
Date Signed

Fran Barford
FRAN BARFORD, MAYOR
City of Temple Terrace

Attest:

Melissa E. Burns
Clerk, City of Temple Terrace

Approved as to Form and Legal Sufficiency:

By: Shirley C. Lamb
Legal Counsel

The execution of this document was authorized
by Resolution No. 2004-626

- City Attorney
- Assistant City Attorney

(signature)
K.C. Pi