

**State University System of Florida
Interlocal Voluntary Cooperation
Law Enforcement Mutual Aid Agreement**

This Interlocal Voluntary Cooperation Law Enforcement Mutual Aid Agreement is entered into by and between the Boards of Trustees for Florida Agricultural and Mechanical University, Florida Atlantic University, Florida Gulf Coast University, Florida International University, Florida State University, New College of Florida, University of Central Florida, University of Florida, University of North Florida, University of South Florida and University of West Florida on behalf of their respective Police Departments (hereinafter referred to as "law enforcement agencies" or "agencies"). In support of this Agreement, the parties find as follows:

WHEREAS, the subscribed 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 continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including, but not limited to, emergencies as defined under section 252.34, Florida Statutes; and

WHEREAS, the parties have the authority under part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Provisions for Requested Operational Assistance

The parties hereby approve and enter into this Agreement whereby each of the law enforcement agencies may request or agree to render law enforcement assistance to the other in law enforcement matters which include, but are not necessarily limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, or other emergency as defined in section 252.34, Florida Statutes of the "State Emergency Management Act"

Section II. Provisions for Voluntary Cooperation

The parties hereby approve and enter into this Agreement whereby each of the agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, gambling, thefts, drug violations pursuant to Chapter 893, Florida Statutes, actions taken pursuant to section 901.15, Florida Statutes, back-up services, interagency task forces, and/or joint investigations including but not limited to, the City/County/State Traffic Enforcement Unit, Metropolitan Bureau of Investigation, the Special Weapons and Tactics Team, and the Bomb Disposal Unit.

Section III. Policy and Procedure

- A. In the event that one of the law enforcement agencies requires assistance as set forth in the provisions above, it shall notify the agency head or designee from whom it is requesting assistance of the type of resources or facilities it is seeking. The agency head or designee whose assistance is sought shall evaluate the request and his or her agency's available resources, consult with supervisors as necessary and will respond to the request for assistance in a manner deemed appropriate. The agency head's decision in this regard shall be final.
- B. When appropriate, the resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, agreed upon by the agencies. Such supervising officer shall be, or shall be under the direct supervision and command of, the agency head or designee of the agency requesting assistance.
- C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each party agrees that the agency administrator or designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency, administrator or designee shall evaluate the request, consult with the appropriate supervisor if necessary and, if appropriate provide law enforcement assistance to the requesting agency.
- D. In the event a law enforcement officer of one of the law enforcement agencies has probable cause to arrest an individual for any criminal offense in his/her jurisdiction and requests assistance in locating the suspect, and a law enforcement officer of one of the law enforcement agencies is in the jurisdiction of the party requesting assistance and observes the suspect, the officer, representing his/her party, shall be empowered to render law enforcement assistance and act in accordance with Florida law and the provisions of this Agreement.
- E. When the enforcement action has been or will be taken in the other agency's jurisdiction, the office shall notify that jurisdiction's Communications Center as soon as reasonably possible.
- F. Should additional violations of Florida Statutes occur in the presence of said officer representing his or her respective agency in furtherance of this Agreement, the officer shall be empowered to render enforcement assistance and act in accordance with Florida law and the provisions of this Agreement.

Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties inside the member's jurisdiction in which they are normally employed.

- B. Each party agrees to furnish necessary 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 equipment, resources, facilities, and services, in furnishing such mutual aid.
- C. The agency furnishing assistance pursuant to this Agreement shall bear the cost of loss or damages to equipment it furnishes to another agency and shall pay any expense incurred in the operation and maintenance of such equipment.
- D. The agency furnishing assistance pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel and maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such assistance.
- E. All the privileges and immunities from liability, exemption from laws, ordinances and rules or regulations, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree, manner, and extent while they are engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement and as provided by Florida law. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

Section V. Conflicts

Whenever a sworn officer is rendering assistance pursuant to this Agreement, the sworn officer 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 standing 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.

Section VI. 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 designee of the requesting agency shall be responsible for documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complainant 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 of and processing of the complaint, shall be forwarded without delay to the agency head or 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 employee of the requesting agency violated any of their agency's policies or procedure.

Section VII. Assumption of Risk

To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of actions related to or arising out of or in any way connected to the negligent acts or omissions of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

Section VIII. Insurance Provisions

Each party shall provide satisfactory proof of liability insurance, by one or more of the means specified in section 768.28(16), Florida Statutes, in an amount that 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.

Section IX. Effective Date

This Agreement shall take effect upon execution and approval, by the hereinafter parties, and shall continue in full force and effect until June 30, 2016, unless terminated prior thereto by any or all the parties herein.

Section X. Cancellation

This agreement may be canceled without cause by any party, upon delivery of thirty (30) days' written notice to each of the other parties. Cancellation will occur at the direction of any subscribing party.

Section XI. Amendments

This agreement contains the entire understanding between the parties and shall not be modified except in writing.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
ON THE DATES SPECIFIED BELOW:

BOARD OF TRUSTEES OF UNIVERSITY
OF WEST FLORIDA

By: Judith A. Buse
President

Date: 4/11/11

By: Don Wanner
Chief of Police

Date: 4/7/2011

Approved As To Form And Legality:

John Linder 4/7/11
UWF Attorney