

MUTUAL AID AGREEMENT

**COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY
COOPERATION AGREEMENT**

WITNESSETH

WHEREAS, the jurisdictions of the Escambia County Sheriff's Office, and the University of West 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(3), Florida Statutes; 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 Escambia County Sheriff's Office and the University of West Florida Police Department have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into: (1) a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situation and emergencies, and (2) a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

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 dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units or other emergencies as defined in Section 252.34, Florida Statutes, the "State Emergency Management Act".

Section II: Provisions for Voluntary Cooperation

In addition, each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may also request and render law enforcement assistance to the other in dealing with: (1) any violations of Florida law to include, but not be limited to , homicides, sex offences, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893., Florida Statutes, violations of the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes; (2) accidents involving motor vehicles; (3) violations of county and municipal ordinances; (4) backup services during patrol activities; and (5) inter-agency task forces and/or joint investigations with, including but not limited to, a City/County/State Traffic Enforcement Unit, Special Weapons and Tactics Team and/or

Bomb Disposal Unit; and (6) actions necessary to protect the public peace and safety, and actions necessary to preserve life and property.

Section III: Policy and Procedure

a. It is understood by each party that the Escambia County Sheriff's Office enjoys jurisdiction throughout Escambia County and the University of West Florida campus, and that said jurisdiction is not conditioned upon or pursuant to this Agreement.

b. 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 his designee from whom it is requesting assistance of the type of resources or facilities it is seeking. The agency head or designee shall evaluate the request and the agency's available resources, consult with supervisors as necessary and will respond to the request for assistance in a manner he or she deems appropriate. The agency head's decision in this regard shall be final.

c. When appropriate, 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 coordinate with the supervising officer of the requesting agency however, shall maintain independent command and authority over their participation authorized under F.S. and ESCO policy and procedure.

d. 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.

e. In the event an officer of one of the law enforcement agencies that is a party to this agreement has probable cause to arrest an individual for any criminal offense in his/her jurisdiction, and requests assistance in locating the suspect, and an officer of the other law enforcement agency that is a party to this agreement is in the jurisdiction of the requesting party and observes the suspect, the officer, representing his/her agency, shall be empowered to render law enforcement assistance and act in accordance with Florida law and the provisions of this Agreement.

f. When enforcement action has been or will be taken in the other agency's jurisdiction, the acting officer shall notify that jurisdiction's Communications Center as soon as reasonably possible.

Section IV: Authority, Privileges, Immunities and Costs

a. Authority of Law Enforcement Officers Operating Pursuant to the Agreement:

1. Members of the University of West 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 Florida Statutes, 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. In the event a violation of Florida Statutes should occur 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 or suspects.
3. In the event a felony violation should occur in the presence of an officer of the University of West Florida Police Department while he or she is outside his or her jurisdiction but within Escambia County, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect or suspects. This paragraph does not authorize the University of West Florida Police Department to conduct or operate radar or other traffic deployments outside their jurisdiction.
4. 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 it 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. The agency head's decisions in these matters shall be final.
5. In the event an officer of the University of West Florida Police Department who is investigating a felony that occurred within his or her respective jurisdiction should develop cause to arrest a suspect for that felony when the suspect is located outside of the officer's jurisdiction, but within Escambia County, the officer shall be empowered with the same authority to arrest said suspect as the officer would have within the jurisdiction in which they are employed. An officer intending to effect a probable cause arrest pursuant to this paragraph should, whenever possible, request the assistance of the Escambia County Sheriff's Office or other agency located in the jurisdiction within which the arrest is to take place. Failure to request such assistance shall not, however, affect the validity or legality of any arrest made pursuant to this paragraph.
 - b. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above; provided however, that neither 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 the Agreement shall bear the cost of loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

d. The agency furnishing assistance pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and 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: Provisions of Requested Operational Assistance.

e. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's 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 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 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 of this Agreement.

Section V: Insurance

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28 (16)(a), 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 canceled or undergo material change, that party shall notify all parties to the Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VI. 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.

Section VII. Assumption of Risk

To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement 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. Nothing contained in this Agreement shall be construed or interpreted as denying either party or other state entity any remedy or defense available under the laws of the State of Florida, the consent of either party to be sued, or a waiver of sovereign immunity of either party beyond the waiver provided in section 768.28 (effective 2017) of the Florida Statutes.

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 April 1, 2021 unless terminated prior thereto by any of the parties herein.

Section IV: Cancellation

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

IN WITNESS WHEREOF, the parties hereto cause this foregoing Mutual Aid Agreement to be signed on the date indicated.

ESCAMBIA COUNTY SHERIFF'S OFFICE




David Morgan
Sheriff, Escambia County, Florida

6/5/2017

Date


THE UNIVERSITY OF WEST FLORIDA



Dr. Martha Saunders, President

7.24.17

Date



John Warren
Chief of Police, University of West Florida

7/10/2017

**APPROVED AS TO
FORM AND LEGALITY**



OFFICE OF THE GENERAL COUNSEL