

**MUTUAL AID AGREEMENT
FOR OPERATIONAL ASSISTANCE
BETWEEN
THE CITY OF GAINESVILLE POLICE DEPARTMENT
AND
THE CITY OF ALACHUA POLICE DEPARTMENT**

WITNESSETH

WHEREAS, the jurisdictions of the Alachua Police Department and the Gainesville 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 intensive situations including but not limited to emergencies as defined under Section 252.34 (3), F.S.; and

WHEREAS, it is the intent of this Agreement that because of the existing and continuing possibility of intensive situations and other law enforcement emergencies and in order to ensure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of people; and

WHEREAS, the Alachua Police Department and the Gainesville Police Department have the authority under Section 23.12, F.S., the Florida Mutual Aid Act, to enter into a requested operational assistance agreement for rendering of assistance in a law enforcement emergency, and that crosses jurisdictional lines;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

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 to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, escapes from detention facilities, robberies, and incidents requiring utilization of specialized units.

II. PROCEDURE FOR REQUESTING ASSISTANCE

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, agency head or his/her designee from who such assistance is required. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

III. COMMAND AND SUPERVISORY RESPONSIBILITY

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 be under the direct supervision and command of the agency head or designee of the agency requesting assistance.

IV. AUTHORITY, PRIVILEGES, IMMUNITIES AND COSTS

A. Members of the Gainesville Police Department when 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, F.S. 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.

B. Members of the Alachua Police Department when 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, F.S. 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.

C. 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.

D. The agency furnishing any equipment pursuant to this part 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.

E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel 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.

F. 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 that 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/appointees.

G. 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.

V. LIABILITY

Each party engaging in any mutual 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 party's own employees occurring while engaging in rendering such aid pursuant to this Agreement, to assume full responsibility for same, subject to the provisions of Section 768.28, F.S., where applicable.

VI. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), F.S., 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 the other party to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

VII. EFFECTIVE DATE

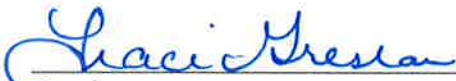
This Agreement shall take effect on June 19, 2017, and continue in full force and effect through June 18, 2019, unless terminated prior thereto by any or both of the parties herein.

VIII. CANCELLATION

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

WHEREFORE, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed.


CITY OF ALACHUA

 7-24-17
Traci L. Gresham Date
City Manager


RECOMMENDED:

 7/24/17
Chad Scott, Chief Date
Alachua Police Department

Approved as to Form and Legality:

By:  7/24/17
Marian B. Rush Date
City Attorney

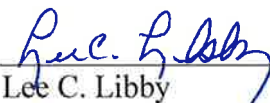
CITY OF GAINESVILLE

 6-27-2017
Anthony Lyons Date
City Manager *Adj. City Mgr.*

RECOMMENDED:

 6-22-17
Tony R. Jones, Chief Date
Gainesville Police Department

Approved as to Form and Legality:

By: 
Lee C. Libby Date
Assistant City Attorney II