

MUTUAL AID AGREEMENT

**FOR OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR
THE RICHARD SPENCER AND/OR NATIONAL POLICY INSTITUTE EVENT
GAINESVILLE, FLORIDA, OCTOBER, 2017**

THIS AGREEMENT is by and between _____, _____,
hereinafter referred to as "_____", and the City of Gainesville, and its Police
Department.

W I T N E S S E T H:

WHEREAS, Richard Spencer and/or National Policy Institute is scheduled to speak at the
University of Florida campus in the City of Gainesville, Florida on October 19, 2017; and

WHEREAS, there has been public safety issues, pertaining to supporters and protestors at
previous Richard Spencer and/or National Policy Institute speaking engagements nationwide,
which have led to riots and wide spread public disturbances; and

WHEREAS, the Richard Spencer and/or National Policy Institute speaking engagement
is expected to attract in excess of _____ persons supporting and protesting the speaker, who
will engage in the enthusiastic exercise of their right of free speech; and

WHEREAS, in addition to the commitment of the law enforcement agencies within
Alachua County, Florida, law enforcement officers from all levels of government throughout the
State of Florida will be needed to provide law enforcement services for the event; and

WHEREAS, Florida Statutes Chapter 23 further provides authority for law enforcement
agencies to enter into written mutual aid agreements including operational assistance agreements
pursuant to Florida Statute § 23.1225(1)(b) for assistance in the management of an emergency as
defined in Florida Statute § 252.34; and

WHEREAS, the _____ and City of Gainesville Police Department has the authority

under section 23.1225, F.S. et seq., 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 a law enforcement emergency as defined in section 252.34, F.S.,

NOW, THEREFORE, the parties agree as follows:

1. Parties

This agreement is entered into between the City of Gainesville, Florida and the _____.

The various covenants of this agreement run between the City of Gainesville Police Department and the _____.

2. Applicability

This agreement applies to the “Richard Spencer and/or National Policy Institute speaking engagement to occur in the City of Gainesville, Florida scheduled for October 19, 2017, pre-event planning, protest activities and post event protests. This agreement will apply to all Richard Spencer and/or National Policy Institute speaking engagement activities occurring on and around, October 19, 2017, and after that date in the event the Richard Spencer and/or National Policy Institute speaking engagement is postponed due to weather or for any other reason.

3. Requested Operational Assistance

The City of Gainesville and the Gainesville Police Department (GPD) hereby request the operational assistance of _____ for security planning, training, execution and post-event law enforcement operations.

a) Although the _____ is being asked for firm commitments of personnel, GPD

recognizes that circumstances may require the _____ to deviate from the committed number of officers. The final decision of the number of officers and resources to be dedicated to this event by the _____ rests solely with the _____.

- b) The _____ may provide officers only or may provide officers and supervisors. Prior to the event, agencies will be advised of the specific assignments allocated to their respective personnel. Whenever practical, direct supervision of an individual agency's personnel will be accomplished by or through that agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the Gainesville Police Department.
- c) No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's own agency's rules and regulations. Assisting agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training and/or pre-event planning.

4. 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 aid pursuant to this agreement to assume full responsibility for same, subject to provisions of section 768.28, F.S., where applicable, and provided such party shall have control of the defense of any suit or claim to which said assumption or responsibility applies.

5. Powers, Privileges, Immunities and costs

A. Employees of the _____, when actually engaging in mutual cooperation and assistance outside their normal jurisdictional limits, but inside this state, under the terms of this agreement shall, pursuant to the provisions of section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if performing their duties inside the City of _____.

B. Each party shall furnish necessary equipment, resources and facilities, and render services to the other party to the agreement; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

C. The agency that furnishes equipment pursuant to this Section shall bear the cost of loss or damage to that equipment and shall pay any expense incurred in the operation and maintenance of that equipment.

D. The _____ furnishing aid pursuant to this section shall compensate its appointees/employees regular salary and benefits 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.

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 that apply to the activity of any 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 Gainesville Police Department from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the _____ for any actual costs or expenses incurred by the _____ performing hereunder.

G. The City of Gainesville shall be responsible for the cost of reasonable lodging and meals for the _____ employees during the time the _____ are providing assistance pursuant to this agreement. The City of Gainesville will reimburse the _____ for any out of pocket expenses paid for reasonable lodging and food which has not been made available for or prepaid by the City of Gainesville.

6. Insurance

Each party shall carry liability insurance in an amount which is 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 of such change within ten (10) days of receipt of notice or actual knowledge of such change.

7. Effective Date

This Agreement is effective as of _____, 2017, and shall continue in full force and effect until _____, 2017, unless terminated prior thereto by any or both parties hereto.

8. Cancellation

Any party may withdraw from participation in this agreement upon delivery of written notice to the other party.

WHEREFORE, the parties hereto cause these presents to be signed on the dates indicated below.

CITY OF _____

CITY OF GAINESVILLE

Date

Anthony Lyons, City Manager Date

_____, Chief of Police Date

Tony Jones, Chief of Police Date

**Approved as to Form and Legality:
Legality:**

Approved as to Form and

Attorney Date

Lee C. Libby Date
Sr. Assistant City Attorney