MEMORANDUM OF UNDERSTANDING

Between the

CITY OF ORLANDO POLICE DEPARTMENT,

and the

UNIVERSITY OF CENTRAL FLORIDA POLICE DEPARTMENT

This Memorandum of Understanding (MOU), is made and entered into by and between the City of Orlando Police Department (hereinafter "OPD"), ") and the University of Central Florida Police Department (hereinafter "UCFPD"), and hereinafter jointly referred to as "THE PARTICIPANTS".

IT IS MUTUALLY AGREED BETWEEN THE PARTICIPANTS THAT:

PURPOSE:

The purpose of this MOU is to outline the responsibilities for specific law enforcement services and resources pertaining to Creative Village – Phase 1 (hereinafter "CREATIVE VILLAGE") which is an area in the City of Orlando described as follows; south of West Concord Street, east of N. Parramore Street, north of the CSX Transportation Inc. right of way and west of North Hughey Avenue (See Exhibit 1).

THE PARTICIPANTS seek to establish UCFPD as the Public Safety Answering Point (hereinafter "PSAP") and provider of law enforcement services and resources for certain properties in the CREATIVE VILLAGE in accordance with their jurisdictional authority as established by Florida Statute 1012.97 for the purpose of receiving and responding to all law enforcement calls for service, including those calls placed at any of the UFRAC "Blue Light" emergency telephones; and also the provider of routine security patrols for the purpose of preventing crime and enforcing laws. This MOU shall be construed in a manner that is consistent with the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement between the City of Orlando Police Department and the University of Central Florida Police Department (hereinafter "MUTUAL AID AGREEMENT").

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTICIPANTS agree as follows:

- LAW ENFORCEMENT SERVICES. THE PARTICIPANTS agree that UCFPD shall be the Public Safety Answering Point (PSAP) and responder for all law enforcement calls for service occurring at the following locations depicted in Exhibit 1(hereinafter "UCF PROPERTIES"):
 - a. UCF Ped Corridor
 - b. Parcel B UCF Parking Garage
 - c. Parcel C UCF Open Space

- d. Parcel D UCF Chilled Water
- e. Parcel E/F UCF Dr. Phillips Academic Commons
- f. Terry Ext.
- g. Parcel G UCF Quad
- h. Parcel UCF Center for Emerging Media
- i. UCF Garage 2
- j. UCF Union West Student Housing
- k. UCF Flying Horse/UCF PD

ADDITIONAL AREAS OF COVERAGE. THE PARTICIPANTS agree that UCFPD will be the PSAP and responder for all law enforcement calls for service at any "Blue Light" Emergency Phone and that any and all calls from "Blue Light" phones in the CREATIVE VILLAGE will be configured to dispatch UCFPD.

Additionally, any property in the CREATIVE VILLAGE which is leased by the City of Orlando to UCF will be designated a UCF PROPERTY for the term of the lease and UCFPD will thereby be the PSAP and responder for law enforcement calls occurring the leased property.

All calls for service relating to the UCF PROPERTIES that are medical or fire related or outside the scope of this MOU shall be immediately forwarded by UCFPD to the appropriate agency. THE PARTICIPANTS also agree that UCFPD will provide routine security patrols to THE UCF PROPERTIES; and may provide routine security patrols to areas outside of THE UCF PROPERTIES up to 1,000 feet, for the purpose of preventing crime and enforcing laws, in accordance with Florida Statute §1012.97.

All calls for law enforcement service in THE CREATIVE VILLAGE at non UCF PROPERTIES will be handled by OPD. All calls for law enforcement service at UCF PROPERTIES that are initially received by OPD will be dispatched to UCFPD who will be responsible for responding to the call for service.

- REPORTING REQUIREMENTS. THE PARTICIPANTS agree that UCFPD will be solely responsible for submission of UCR data for all UCR reportable crimes and arrests occurring on THE UCF PROPERTIES.
- 3. <u>CONFLICTS</u>. Whenever UCFPD or OPD is rendering aid to each other pursuant to this MOU, each agency shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of its respective agency. If any such rules and regulations, personnel policies, general orders, and standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rules and regulations, personnel policies, general orders, and standard operating procedure shall control and supersede the direct order.

- 4. <u>HANDLING COMPLAINTS</u>. If there is cause to believe that a complaint has arisen from a cooperative effort between UCFPD and OPD under this MOU, the requesting agency shall be responsible for documenting the complaint and attempting to ascertain at a minimum:
 - a. The identity of the complainant;
 - b. An address where the complaining party can be contacted;
 - c. The specific allegation; and
 - d. The identity of the accused agency members
- 5. <u>LIABILITY</u>. THE PARTICIPANTS agree that each party shall be responsible for the acts, omissions and conduct of its employees undertaken under this MOU and in accordance with the MUTUAL AID AGREEMENT, subject to the provisions of Florida Statute Section 768.28 where applicable.
- MODIFICATION. Amendments to this MOU may be made by mutual consent of THE PARTICIPANTS, by the issuance of a written modification, signed and dated by all parties, prior to any changes becoming effective.
- 7. <u>TERM</u>. This MOU shall take effect upon approval and full execution by the hereinafter named officials and shall continue in full force and effect unless terminated.
- 8. <u>TERMINATION</u>. Either of THE PARTICIAPANTS may terminate this MOU in whole, or in part, by providing sixty (60) days written notice to the other participants.

In witness whereof, THE PARTICIPANTS hereto have executed this MOU as of the last date written below.

By: Orlando Rolón, Chief of Police

Date: 2/15-/19

UNIVERSITY OF CENTRAL FLORIDA POLICE DEPT.

By: Carl Metzger, Chief of Police

Date: 01/24/2019

Creative Village Phase I UCF Downtown Campus Properties

