

**REQUESTED OPERATIONAL
and
VOLUNTARY COOPERATION AGREEMENT**

WITNESSETH:

WHEREAS, Chapter 23, Part I, Florida Statutes, known as the Florida Mutual Aid Act, specifically recognizes that major law enforcement problems often include matters which require the crossing of jurisdictional lines; and

WHEREAS, in recognition of the existing and continuing possibility of the occurrence of natural or man-made disasters or emergencies, and other major law enforcement problems, including those that cross jurisdictional lines, and in order to ensure that preparations of law enforcement resources will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, the Florida Mutual Aid Act provides a mechanism whereby law enforcement agencies may coordinate planning, operations, mutual aid, and dispatch and use of law enforcement personnel and equipment whenever, because of natural or man-made disasters or emergencies, so as to protect the public peace and safety and preserve the lives and property of the citizens within the County; and

WHEREAS, the Florida Mutual Aid Act permits law enforcement agencies to enter into a combined requested operational assistance agreement and voluntary cooperation agreement; and

WHEREAS, the Sheriff's Department of Sarasota County, Florida, the Longboat Key Police Department, the North Port Police Department, the Sarasota Police Department, and the Venice Police Department have the authority under Part I of Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Requested Operational Assistance Agreement and Voluntary Cooperation and wish to enter into such agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, it is agreed between the parties as follows:

Section 1. Purpose.

A. Pursuant to §23.1225(a), Florida Statutes, as amended, it is the intent of the parties to this Agreement to authorize, hereby, voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, including but not limited to the

EXHIBIT A

following: criminal activity, domestic complaints, motor vehicle accident and emergencies involving a threat to safety of persons or property.

B. Pursuant to §23.1225(1), Florida Statutes, as amended, it is the intent of the parties to this Agreement to request and render law enforcement assistance to the others. In emergencies as defined in §252.34(2), Florida Statutes, as amended, and law enforcement intensive situations across jurisdictional lines, including, but not limited to, the following:

1. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes;
2. Any natural or man-made disasters or emergencies;
3. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large scale evacuations, aircraft and shipping disasters, fire, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
4. Terrorist activities including, but not limited to, acts of sabotage;
5. Escapes from or disturbance within detention facilities;
6. Hostage and barricaded subject situations;
7. Sporting events, concerts, and parades;
8. Security and escort duties for dignitaries;
9. Incidents requiring utilization of specialized units, e.g. underwater recovery, aircraft, canine, motorcycle, bomb, crime scenes, and narcotics;
10. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objectives.

Section 2: Assistance Request. In the event that a party to this Agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The agency head or his designee of the party whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

Section 3. Assistance Response. When deemed appropriate by the agency head or his designee of the party whose assistance is sought, such party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to any other party to the Agreement as set forth above; provided, however, that no party shall be required to delete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

Section 4. Chain of Command. The personnel, resources or facilities assigned to the party requesting assistance shall be under the immediate command of a supervising officer designated by the agency head of the agency providing the assistance. The supervising officer shall be under the direct supervision and command of the agency head of the agency requesting assistance.

Section 5. Power, Rights, Privileges, Etc. Any employee of the law enforcement agency who renders assistance outside the employee's jurisdiction but inside the State of Florida, pursuant to this agreement, entered into under the Florida Mutual Aid Act, has the same powers, duties, rights, privileges and immunities as if the employee were performing duties inside the employee's jurisdiction.

Section 6. Expenses Incurred. A political subdivision or party that furnishes equipment pursuant to this Agreement 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. The political subdivision or party furnishing aid pursuant to this Agreement shall compensate its employees during the time of the rendering of aid and shall defray the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from

the governing authority having budgetary jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Section 7. Liability. Each party shall bear the liability arising from acts undertaken by its employees pursuant to this Agreement. All of 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 which apply to the activity of any party 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 engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Section 8. Term. This Agreement shall be in effect from January 5, 1993 through and including September 30, 1996.

Section 9. Renewal. This Agreement may be renewed or extended only by use of a formal written instrument executed with the same formalities as this Agreement.

Section 10. Early Termination. Any party may withdraw from this Agreement upon written notice to all other parties. Cancellation shall be effective on the date of the receipt of written notice of cancellation.

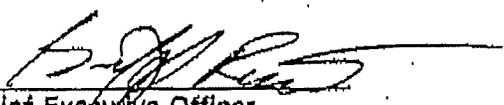
IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed.

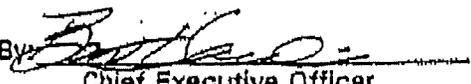
EXECUTED this 8th day of
March, 1993.

EXECUTED this 25th day of
January, 1993.

LONGBOAT KEY POLICE DEPARTMENT

NORTH PORT POLICE DEPARTMENT

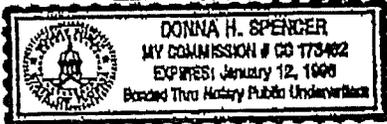
By: 
Chief Executive Officer
Town of Longboat Key

By: 
Chief Executive Officer
City of North Port

STATE OF FLORIDA)
) SS.
County of Sarasota)

Sworn to and subscribed before me this 8th day of March, 1993 by Griff H. Roberts, who is personally known by me to be the Town Manager of the Town of Longboat Key ~~or who produced _____ as identification and who ~~did~~ (did not) take an oath.~~

Donna H. Spencer
Notary Public
Print name: Donna H. Spencer
Title: Deputy Town Clerk - Notary Public
Serial No.: CC 173482



EXECUTED this 8th day of March, 1993

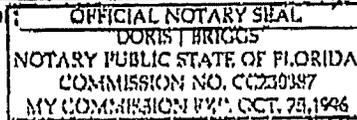
SARASOTA POLICE DEPARTMENT

By: David R. Sollenberger
David R. Sollenberger
Chief Executive Officer
City of Sarasota

STATE OF FLORIDA)
) SS.
County of SARASOTA)

Sworn to and subscribed before me this 25th day of JANUARY, 1993 by Ben Hardin who is personally known by me to be the City Manager Chairperson of the City of North Port or who produced - KNOWN - as identification and who did (did not) take an oath.

Doris Briggs
Notary Public
Print name: DORIS J. BRIGGS
Title: CITY CLERK - Notary
Serial No.: _____



EXECUTED this 14th day of April, 1993

VENICE POLICE DEPARTMENT

By: Kathleen M. Darby
Kathleen M. Darby
Chief Executive Officer
City of Venice

STATE OF FLORIDA)
) SS.
County of Sarasota)

Sworn to and subscribed before me this 12th day of May, 1993 by David R. Sollenberger, who is personally known by me to be the City Manager of the City of Sarasota or who produced _____ as identification and who did (did not) take an oath.

Caroleen B. Hereford
Notary Public
Print name: Caroleen B. Hereford
Title: Executive Assistant to City Manager
Serial No.: CC160418
Notary Public State of Florida at Large
My Commission Expires May 24, 1995
Bonded By Aetna Casualty & Surety Co.

EXECUTED this 29th day of April, 1993.

SARASOTA COUNTY SHERIFF'S DEPARTMENT

By: [Signature]
Geoffrey Monge
Sheriff

STATE OF FLORIDA)
) SS.
County of Sarasota)

Sworn to and subscribed before me this 14th day of April, 1993 by Kathleen M. Dailey, who is personally known by me to be the City Manager of the City of Venice or who produced _____ as identification and who did (did not) take an oath.

Lori Vollandorf
Notary Public
Print name: Lori Vollandorf
Title: Acting City Clerk
Serial No.: LOLVOLLENDORF
 NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 4-3-95
COMMISSION # CC 095587

STATE OF FLORIDA)
) SS.
County of Sarasota)

Sworn to and subscribed before me this 29th day of April, 1993 by Geoffrey Monge, who is known by me to be the Sheriff of Sarasota County or who produced _____ as identification and who did (did not) take an oath.

Sue Woodward
Notary Public
Print name: Sue Woodward
Title: _____
Serial No.: _____

OFFICIAL NOTARY SEAL
SUE WOODWARD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC216169
MY COMMISSION EXP. AUG. 1, 1996

EXECUTED this 21st day of October, 1996.

EXECUTED this 31st day of January, 1997.

SARASOTA POLICE DEPARTMENT

VENICE POLICE DEPARTMENT

By: [Signature]
David R. Sollenberger
Chief Executive Officer
City of Sarasota

By: [Signature]
Chief Executive Officer
City of Venice

STATE OF FLORIDA)
COUNTY OF Sarasota) SS.

STATE OF FLORIDA)
COUNTY OF Sarasota) SS.

Sworn to and subscribed before me this 21st day of October, 1996 by David R. Sollenberger, who is personally known to me to be the City Manager of the City of Sarasota.

Sworn to and subscribed before me this 31st day of January, 1997 by George M. Hunt, who is personally known to me to be the City Manager of the City of Venice.

[Signature]
Notary Public

[Signature]
Notary Public

Print Name: Carolyn D. Hereford

Print Name: HELEN H. SMITH

Title: Executive Assistant

Title: ADMINISTRATIVE SECRETARY

