

**AMENDED AND RESTATED
REQUESTED OPERATIONAL ASSISTANCE
AND
VOLUNTARY COOPERATION AGREEMENT**

This Amended and Restated Requested Operational Assistance and Voluntary Cooperation Agreement is made and entered into by, between and among the following law enforcement agencies located in Sarasota and Manatee counties: Town of Longboat Key Police Department; City of North Port Police Department; City of Venice Police Department; City of Sarasota Police Department; Sarasota County Sheriff's Office; Sarasota-Manatee Airport Authority; New College of Florida Board of Trustees; and, Sarasota County Schools Police Department and is entered into as of the date last set forth below and shall be deemed to have an effective date of January 1, 2021. (hereinafter "Agreement").

WITNESSETH

WHEREAS, on January 5, 1993, the Sheriff's Department of Sarasota County, the Longboat Key Police Department, the North Port Police Department, the Sarasota Police Department and the Venice Police Department, pursuant to the authority granted to them under Part I, of Chapter 23, Florida Statutes, known as the Florida Mutual Aid Act, entered into a Requested Operational Assistance Agreement and Voluntary Cooperation Agreement which was renewed and extended until September 30, 1999; and

WHEREAS, the Sheriff's Department of Sarasota County, the Longboat Key Police Department, the North Port Police Department, the Sarasota Police Department, the Venice Police Department revoked their previous mutual aid agreements and entered into a combined First

Amended Requested Operational Assistance Agreement and Voluntary Cooperation Agreement with the Sarasota-Manatee Airport Authority and the University of South Florida, acting on behalf of the Board of Regents, a public corporation of the State of Florida, said amended agreement expiring September 30, 1999; and

WHEREAS, the First Amended Requested Operational and Voluntary Cooperation Agreement expiring on September 30, 1999, was extended and renewed seven times, and amended in 2001 to add New College of Florida in an amendment to the renewal of the Agreement expiring on September 30, 2002, said First Amended Requested Operational and Voluntary Cooperation Agreement now extending through December 31, 2020; and

WHEREAS, on April 2, 2019, the Sarasota County Sheriff's Office, the Longboat Key Police Department, the North Port Police Department, the Sarasota Police Department, the Venice Police Department, the Sarasota-Manatee Airport Authority, the New College of Florida Board of Trustees, and the Sarasota County Schools Police Department entered into a Second Amended Agreement adding the Sarasota County Schools Police Department into said Second Amended Agreement, which expires December 31, 2020; and

WHEREAS, the Sarasota County Sheriff's Office, the Longboat Key Police Department, the North Port Police Department, the Sarasota Police Department, the Venice Police Department, the Sarasota-Manatee Airport Authority, the New College of Florida Board of Trustees, and the Sarasota County Schools Police Department wish to enter into an Amended and Restated Requested Operational Voluntary Cooperation Agreement; and

WHEREAS, the subscribing agencies are all situated in Sarasota County, and are so located in relation to each other that it is to the advantage of each agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to;

1. Intensive law enforcement situations, including, but not limited to, emergencies as defined under Section 252.34, 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, law enforcement agencies have 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. Provides for rendering of operations assistance in a law enforcement emergency as defined in Section 252.34, F.S.; and
2. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

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/municipality/authority, a voluntary cooperation agreement would assist law enforcement in serving these purposes; 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/municipality/authority; 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 agencies have the authority under Part 1 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 by, among and between the parties to this Agreement as follows:

Section 1. Purpose

A. Pursuant to Chapter 23.1225 (1) (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 following:

1. Criminal activity;
2. Domestic complaints;
3. Motor vehicle accidents;
4. Emergencies involving a threat to safety of persons or property;
5. Backup services during patrol activities; and
6. Inter-agency task forces and/or joint investigations.

B. Pursuant to Chapter 23.1225 (1) (b), 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 Chapter 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 disaster or emergency;

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 squad, crime scenes and narcotics; and
10. Emergency or intensive situation in which one agency needs additional assistance to perform its functional objectives.

Section 2. Voluntary Cooperation

A. On-duty officers from one jurisdiction shall have authority to conduct criminal investigations and make arrests in another jurisdiction only when the subject matter of the investigation originated in their own jurisdiction. If enforcement action is anticipated, the location and nature of the investigation will be reported to the on-duty communication liaison of the agency with jurisdiction. Absent exigent circumstances, the Agency with jurisdiction shall be provided with an opportunity to respond to the subject location prior to law enforcement action being taken.

B. In the event an Agency wishes to serve a search warrant outside of their jurisdiction, and the warrant is related to a criminal investigation that originated in their own jurisdiction, the Agency with jurisdiction shall be listed on the warrant as a co-affiant and shall serve the warrant. If SWAT or other resources are to be used in connection with service of a

search warrant, the Agency with jurisdiction shall provide such resources unless both Agencies agree otherwise. In the event an Agency wishes to serve an arrest warrant outside of their jurisdiction, and the warrant is related to a criminal investigation that originated in their own jurisdiction, the Agency with jurisdiction shall be provided with an opportunity to respond to the subject location prior to service of the warrant.

C. Should a sworn law enforcement officer be in another Agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, going to or from work, or transporting a prisoner or returning from transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said law enforcement officer, the law enforcement officer shall promptly notify the Agency with jurisdiction. The law enforcement officer may arrest the perpetrator and preserve the crime scene; however, control of the perpetrator and crime scene shall be relinquished to the first available officer from the jurisdiction in which the incident occurred. Whenever remaining at the scene exposes a law enforcement officer or perpetrator to imminent physical danger, the perpetrator and any physical evidence may be transported to another location. Nothing in this paragraph is intended to grant general authority to conduct investigations, serve warrants or respond without request to emergencies already being addressed by the agency with jurisdiction.

Section 3. 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 requiring assistance, shall, at the time the request is made or as soon thereafter as is practicable, notify the agency providing assistance of the name of its supervising officer, if not the agency head, who shall be the supervising officer of the personnel, resources, or facilities provided by

the agency providing assistance as more particularly described in Section 4 below. The agency head or the designee or the party whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

Section 4. Assistance Response.

When deemed appropriate by the agency head, or the 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 this 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.

Section 5. 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 or his/her designee, if such designee is approved by the Agency providing the assistance.

Section 6. Power, Rights, Privileges, Etc.

Any employee of the law enforcement agency who renders assistance outside of 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 7. Expenses Incurred.

A political subdivision or party that furnishes equipment 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 expense incurred by the assisting agency performing hereunder.

Section 8. 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 pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of any employee of an agency when performing their duties within the territorial limits of the employee's agency shall 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 Agreement. The provisions of the Section shall apply with equal effect to paid, volunteer, and auxiliary employees. Nothing in this Agreement shall be deemed to be a waiver of sovereign immunity or the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

Section 9. Term.

This Agreement shall take effect from January 1, 2021, and shall continue in full force and effect until December 31, 2023.

Section 10. 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 11. 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.

Section 12. Relation to Other Agreements.

Nothing herein is intended to abrogate any other agreements, or portions thereof, between some or all of the parties.

Section 13. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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[SIGNATURE PAGES TO FOLLOW]

**AMENDED AND RESTATED
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-SIGNATURE SHEET-

SARASOTA COUNTY SHERIFF'S OFFICE

By: _____
Kurt A. Hoffman, Sheriff

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Kurt A. Hoffman, as Sheriff, on behalf of the Sarasota County Sheriff's Office, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
General Counsel

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**AMENDED AND RESTATED
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-SIGNATURE SHEET-

TOWN OF LONGBOAT KEY

By: _____
Thomas A. Harmer, Town Manager

ATTEST:

Trish Shinkle, Town Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by Thomas A. Harmer, as Town Manager, on behalf of the Town of Longboat Key, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
Maggie Mooney-Portale, Esq.
Town Attorney

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-SIGNATURE SHEET-

CITY OF SARASOTA
SARASOTA POLICE DEPARTMENT

By: _____
Thomas W. Barwin
City Manager

ATTEST:

Shayla Griggs
City Auditor and Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by Thomas W. Barwin, as City Manager, on behalf of the City of Sarasota, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
Robert M. Fournier, Esq.
City Attorney

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-SIGNATURE SHEET-

CITY OF VENICE

By: _____
Ron Feinsod
Mayor

ATTEST:

Lori Stelzer, MMC
City Clerk, City of Venice

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Ron Feinsod, as Mayor, on behalf of the City of Venice, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
Kelly M. Fernandez, Esq., City Attorney

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-SIGNATURE SHEET-

SARASOTA-MANATEE AIRPORT
AUTHORITY

By: _____
Fredrick J. Piccolo
President, Chief Executive Officer

ATTEST:

Print name: _____
Title _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by Fredrick J. Piccolo, as President, Chief Executive Officer, on behalf of the Sarasota-Manatee Airport Authority, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____

(This space intentionally left blank)

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-SIGNATURE SHEET-

CITY OF NORTH PORT

By: _____
Gisele "Jill" E. Luke
Mayor

ATTEST:

Heather Taylor
City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Jill Luke, as Mayor, on behalf of the City of North Port, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

Amber L. Slayton, Esq.
City Attorney

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-SIGNATURE SHEET-

NEW COLLEGE OF FLORIDA
BOARD OF TRUSTEES
CAMPUS POLICE

By: _____
Michael A. Kessie Chief of Police
New College of Florida

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Michael A. Kessie, as Chief of Police, New College of Florida, on behalf of New College of Florida, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
David A. Fugett, Esq.

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-SIGNATURE SHEET-

SCHOOL BOARD OF SARASOTA
COUNTY

By: _____
Shirley Brown, Chair
School Board of Sarasota County

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by Shirley Brown, as Chair, on behalf of School Board of Sarasota County, who is personally known to me or who has presented _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

APPROVED AS TO FORM AND CONTENT

BY: _____
Arthur S. Hardy, Esq.
General Counsel

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