

**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.

LONGBOAT KEY POLICE DEPARTMENT

By: 

Chief Executive Officer
Town of Longboat Key

EXECUTED this 25th day of
January, 1993.

NORTH PORT POLICE DEPARTMENT

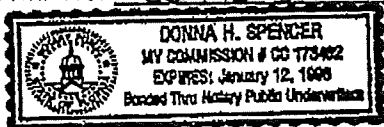
By: 

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 identifi-
cation 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 14th day of
May, 1993

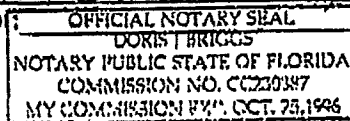
SARASOTA POLICE DEPARTMENT

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 identifi-
cation and who did (did not) take an oath.

Doris J. 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 identifi-
cation and who did (did not) take an oath.

Carleton B. Hereford
Notary Public
Print name: Carleton 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: 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 identifi-
cation and who did (did not) take an oath.

Lori Vollandorf
Notary Public
Print name: Lori Vollandorf
Title: Acting City Clerk
Serial No.: _____
LORI VOLLENDORF
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 4-3-95
COMMISSION # CC 095687

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. CC16169
MY COMMISSION EXP. AUG. 1, 1996

RENEWAL OF THE COMBINED
VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT

The undersigned hereby renew and extend the attached Agreement, which expires on September 30, 1996, for a period of three years, through and including September 30, 1999.

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

EXECUTED this 6th day of
November, 1996.

EXECUTED this 2nd day of
December, 1996.

LONGBOAT POLICE DEPARTMENT

By: Griff H. Roberts

Chief Executive Officer
Town of Longboat Key

NORTH PORT POLICE DEPARTMENT

By: Hazel Hardman

Chief Executive Officer Commissioner/Chairperson
City of North Port

STATE OF FLORIDA)

COUNTY OF Sarasota)

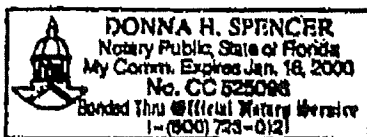
SS.

Sworn to and subscribed before me
this 6th day of November, 1996
by Griff H. Roberts, who is
personally known to me to be the Town
Manager of the Town of Longboat Key.

Donna H. Spencer
Notary Public

Print Name: Donna H. Spencer

Title: Administrative Assistant



STATE OF FLORIDA)

COUNTY OF Sarasota)

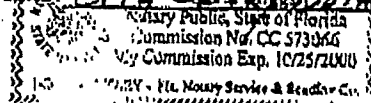
SS.

Sworn to and subscribed before me
this 2nd day of December, 1996
by Hazel Hardman, who is
personally known to me to be Chairperson
of the City of North Port.

Doris J. Briggs
Notary Public - City of North Port

Print Name: Doris J. Briggs

Title: City Clerk/Notary Public



Approved as to form and correctness

EXHIBIT B

EXECUTED this 21st day of
October, 1996.

SARASOTA POLICE DEPARTMENT

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

EXECUTED this 30th day of
January, 1997.

VENICE POLICE DEPARTMENT

By: [Signature]
Chief Executive Officer
City of Venice

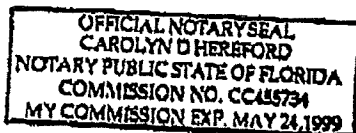
STATE OF FLORIDA)
COUNTY OF Sarasota) SS.

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.

[Signature]
Notary Public

Print Name: Carolyn D. Hereford

Title: Executive Assistant



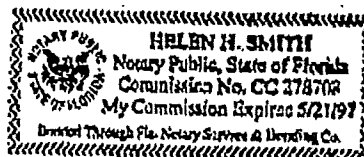
STATE OF FLORIDA)
COUNTY OF Sanibel) SS.

Sworn to and subscribed before me
this 30th 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

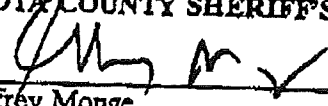
Print Name: HELEN H. SMITH

Title: ADMINISTRATIVE SECRETARY



EXECUTED this 18th day of
NOVEMBER, 1996.

SARASOTA COUNTY SHERIFF'S OFFICE

By: 
Geoffrey Monge
Sheriff

STATE FLORIDA)

) SS.

COUNTY OF SARASOTA)

Sworn to and subscribed before me
this 18th day of NOVEMBER, 1996
by GEOFFREY MONGE, who is
personally known by me to be the Sheriff
of Sarasota County.

Mary L. Mead
Notary Public

Print Name: MARY L. MEAD

Title: SECRETARY

