

REQUESTED OPERATIONAL AND VOLUNTARY COOPERATION AGREEMENT

THIS REQUESTED OPERATIONAL AND VOLUNTARY COOPERATION AGREEMENT ("Agreement") is made and entered into this 22 day of June, 2015, by and between the City of North Port Police Department and the City of Punta Gorda Police Department.

WITNESSETH:

WHEREAS, Florida Statutes Chapter 23, Part I, 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 Cities and Counties; 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 Cities and Counties; 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 City of Punta Gorda, Florida and the North Port Police Department have the authority under Florida Statutes, Chapter 23, Part I, to enter into a Requested Operational Assistance and Voluntary Cooperation Agreement and they 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 voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, including but not limited to the 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, that party shall notify the other agency that such assistance is required. The agency head or designee of the party whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

Section 3. Assistance Response. When deemed appropriate by the agency head or designee of the party whose assistance is sought, that party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to the other party as set forth above; provided, however, that no party shall be required to exhaust 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 assisting agency. The supervising officer shall be under the direct supervision and command of the agency head of the requesting agency.

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 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 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 _____, 2015 through and including _____, 2019.

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.

NORTH PORT POLICE DEPARTMENT
CITY OF NORTH PORT, FL

Attest:

Helen Raimbeau
Helen Raimbeau, City Clerk, MMC

By:

Rhonda Y. DiFranco
Rhonda Y. DiFranco, Mayor

Approved as to form and correctness:

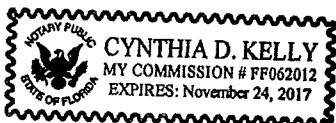
Mark Morian
Mark Morian, City Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ²⁰22 day of June, 2015, by Rhonda Y. DiFranco, Commission Chair of the City of North Port, who is personally known to me or who produced his/her driver's license as identification.

Witness my hand and official seal in the county and state aforesaid this June 22, 201⁵.

My Commission Expires:



Cynthia D. Kelly (Seal)
Notary Public - State of Florida
Print Name Cynthia D. Kelly
Commission No. FF062012

PUNTA GORDA POLICE DEPARTMENT
CITY OF PUNTA GORDA, FL

By: Carolyn M. Freeland
CAROLYN M. FREELAND, Mayor

ATTEST: Karen Smith
KAREN SMITH, City Clerk

APPROVED AS TO FORM:

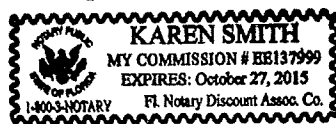
David Levin
DAVID LEVIN, City Attorney

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ CHARLOTTE

The foregoing instrument was acknowledged before me this 20 day of May, 2015, by Carolyn M. Freeland, Mayor City of Punt Gorda, Florida, who is personally known to me or who produced his/her driver's license as identification.

Witness my hand and official seal in the county and state aforesaid this May 20, 2015.

My Commission Expires:



Karen Smith (Seal)
Notary Public - State of Florida
Print Name _____
Commission No. _____