

REQUESTED OPERATIONAL AND VOLUNTARY COOPERATION AGREEMENT

This *Requested Operational and Voluntary Cooperation Agreement* ("Agreement") is made and entered into by and between the City of North Port, Florida on behalf of the North Port Police Department, and the City of Punta Gorda Police Department.

WITNESSETH:

WHEREAS, Florida Statutes, Chapter 23, Part 1, known as the Florida Mutual Aid Act, specifically recognizes that major law enforcement problems often include matters which require 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(1)(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 accidents, 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 other 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 recuse 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; and
10. Emergency or intensive situations in which one party 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 that such assistance is required. The Agency head or designee of the party whose assistance is sought shall evaluate the situation and their available resources and will respond in a manner they 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. Conflict. Whenever an officer, deputy sheriff, or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff, or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employing agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure of the employing agency is contradicted, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or

procedure shall control and shall supersede the order unless such action would result in the imminent bodily harm of another person. Once a conflict is identified, the requesting agency's supervisor shall be immediately notified of said conflict.

Section 6. Power, Rights, Privileges, Etc. A party's employee rendering assistance outside the party's jurisdiction pursuant to this Agreement, and inside the State of Florida, shall have the same powers, duties, rights, privileges and immunities as if the employee was performing those duties inside their agency's jurisdiction.

Section 7. 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 8. Liability. Each party shall only bear the liability arising from the acts of their employees taken in furtherance of 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 Agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Section 9. Non-Discrimination. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

Section 10. Term and Termination. This Agreement shall become effective as of the last date signed below and remain in full force and effect until terminated in writing by either party. 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 11. Amendment. This Agreement may be amended only by use of a formal written instrument executed with the same formalities as this Agreement.

Section 12. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

Section 13. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

Section 14. Notice. In the event either party desires or is required to provide written notice to the other party, the party desiring or required to provide such written notice shall provide it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to the North Port Police Department:

City of North Port
City Manager's Office
4970 City Hall Boulevard
North Port, FL 34286

North Port Police Department
Chief of Police
4980 City Hall Boulevard
North Port, FL 34286

With Copies to:

City of North Port
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286

If to the Punta Gorda Police Department:

City of Punta Gorda
City Manager's Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Punta Gorda Police Department
Chief of Police
1410 S. Tamiami Trail
Punta Gorda, FL 33950

With Copies to:

City of Punta Gorda
City Attorney's Office
326 W. Marion Avenue
Punta Gorda, FL 33950

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers for and on behalf of each respective party on the date and year indicated below.

(This space left blank. Signature pages to follow.)

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

Approved by the City Commission of the City of Punta Gorda, Florida on _____, 2023.

PUNTA GORDA POLICE DEPARTMENT
CITY OF PUNTA GORDA, FLORIDA

LYNNE R. MATTHEWS
MAYOR

ATTEST

KAREN SMITH
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

DAVID LEVIN
CITY ATTORNEY