

**SUNRAIL
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

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

- (1) Intensive situations including but not limited to emergencies as defined under §252.34, F.S.; 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.

WHEREAS, the subscribing agencies have the authority under §23.12, F.S., et seq., the "Florida Mutual Aid Act," to enter into a mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in §252.34, F.S.; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the parties agree as follows:

Section I: Operational Assistance

The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render law enforcement assistance to the other for law enforcement emergencies, including but not limited to civil disturbances, fires, natural or man-made disasters, escapes from detention facilities, hostage or barricaded suspect situations, and incidents requiring utilization of specialized units.

Section II: Voluntary Cooperation

A. The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, e.g., investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, drug offenses pursuant to Chapter 893, F.S. The agencies may conduct joint investigations or operations and may participate in inter-agency task forces.

B. SunRail is Central Florida's commuter rail system and, when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County. The parties are located along the SunRail line.

When a person reports that a violation of law occurred on a SunRail train, the party receiving the report shall investigate the offense and try to determine the jurisdiction in which it occurred. If the jurisdiction in which the offense occurred is unknown, the party receiving the report shall assume jurisdiction for any follow-up investigation. If it is determined at any time that the offense occurred in another jurisdiction, the case shall be referred to the appropriate agency and a written report provided.

The parties agree their officers are hereby authorized to take law enforcement action to address a forcible felony as defined by Florida Statute 776.08, or other crime of violence against a person, which they witness on a SunRail train or at a SunRail passenger terminal. An officer taking such action in a jurisdiction other than his or her own shall notify the applicable agency as soon as practicable, and officers from the responding agency shall assume the investigation. The officer who gave notice of the incident shall assist as needed and shall submit a written report documenting the incident and actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

C. This Agreement does not grant law enforcement powers for purposes of off-duty law enforcement employment.

Section III: Procedures for Requesting or Providing Aid

A party to this Agreement ("requesting agency") may obtain assistance as set forth above from another party ("responding agency"). The chief law enforcement executive (Sheriff or Chief of Police) or designee of the requesting agency shall direct the request to the chief law enforcement executive or designee of the responding agency. The request shall specify the needed assistance, e.g., number of personnel, type of equipment, location where equipment or personnel will be assigned, authorization to take law enforcement action in the other jurisdiction. The chief law enforcement executive or designee shall evaluate the situation and his or her agency's available resources and respond in a manner that he or she deems appropriate.

The parties are not required to unreasonably deplete their own equipment, resources, facilities, and services (e.g., personnel, marked units, unmarked units, K-9 units, national, state, and county computer networks) to furnish mutual aid. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

Requests for assistance may be verbal or written. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. The parties shall furnish each other with up-to-date contact information. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

Except for the limited purposes noted in Section II(B), a party is not empowered under this Agreement to take law enforcement action in another party's jurisdiction without the prior approval of the chief law enforcement executive or designee of that jurisdiction.

If a party is rendering assistance in another jurisdiction pursuant to this Agreement, the chief law enforcement executive or designee of that jurisdiction may determine who is authorized to lend assistance, the nature of the assistance, how long assistance is authorized, and for what purpose the authority is granted.

If an officer from one party takes law enforcement action in the jurisdiction of another party pursuant to this Agreement, he or she shall notify the agency having jurisdiction and thereafter take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners and operating temporary detention facilities during situations involving mass arrests.

The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

Section IV: Command and Supervisory Responsibilities

The resources or facilities assigned by the responding agency shall be under the immediate command of a supervising officer designated by the responding agency. Said supervising officer shall be under the direct supervision and command of a person designated by the chief executive officer, or his or her designee, of the requesting agency.

Conflicts: Whenever an agency member is rendering aid pursuant to this Agreement, he or she shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her respective agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

Handling Complaints: If there is cause to believe that a complaint has arisen from a cooperative effort under this Agreement, the requesting agency shall be responsible for documenting the complaint, to try to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the accused agency members without regard to agency affiliation.

The requesting agency shall provide the responding agency with this information, along with a copy of all applicable documentation. The requesting agency shall expeditiously direct the information and documentation to the professional standards unit of the responding agency. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

Section V: Liability

Each party shall be responsible for the acts, omissions, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28 where applicable.

Section VI: Powers, Privileges, Immunities, and Costs

Pursuant to the provisions of Florida Statute 23.127(1), an employee of a subscribing agency who renders aid outside the agency's jurisdiction in accordance with this Agreement shall have the same powers, duties, rights privileges, and immunities as if performing duties inside the jurisdiction of his or her agency.

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 that apply to the activities of a subscribing agency's employees when performing their respective functions within their agencies' jurisdictional limits shall apply to them to the same degree, manner, and extent while engaged in the performance of their duties extraterritorially under the provisions of this Agreement. This provision shall apply with equal effect to paid, volunteer, and reserve employees.

The responding agency shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while said employees are engaged in rendering such assistance.

Each party furnishing 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.

Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the responding agency for any actual costs or expenses incurred by the responding agency performing hereunder.

Section VII: Term

This Agreement shall take effect September 1, 2014 and shall continue in full force and effect through December 31, 2016. The term of this Agreement may be extended for a period of up to 180 days by written agreement executed prior to December 31, 2016 by the chief law

enforcement executives of the parties. This Agreement may not be renewed or amended except in writing.

Section VIII: Cancellation

A party may terminate its participation in this Agreement for convenience upon delivery of written notice to the other parties. The liability provisions of this Agreement shall survive any such termination.

Section IX: Miscellaneous Provisions

A. Agency Policy

Each party shall adopt and enforce written policy that is consistent with the terms of this Agreement.

B. Forfeiture Litigation

If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) in the performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the chief law enforcement executives of the parties involved may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing a forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. Powers

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party hereto to another party.

D. Damages

This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

E. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and §23.12, F.S., et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

F. Amendments

This Agreement contains the entire understanding between the parties and shall not be modified except in writing.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY,
FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

SHERIFF'S OFFICE OF OSCEOLA COUNTY,
FLORIDA

Robert E. Hansell
as Sheriff of Osceola County, Florida

Date:_____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF OSCEOLA COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____ 2014.

BY:_____
General Counsel

ALTAMONTE SPRINGS POLICE
DEPARTMENT

Michael J. McCoy
as Chief of Police

Date:_____

APPROVED:
CITY OF ALTAMONTE SPRINGS,
FLORIDA

ATTEST:

City Clerk

Patricia Bates
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ALTAMONTE SPRINGS,
FLORIDA. APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

EDGEWOOD POLICE DEPARTMENT

Christopher Francisco
as Chief of Police

Date:_____

APPROVED:
CITY OF EDGEWOOD, FLORIDA

ATTEST:

City Clerk

Ray Bagshaw
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF EDGEWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

KISSIMMEE POLICE DEPARTMENT

Lee Massie
as Chief of Police

Date:_____

APPROVED:
CITY OF KISSIMMEE, FLORIDA

ATTEST:

City Clerk

Michael Steigerwald
City Manager

FOR USE AND RELIANCE ONLY BY
THE CITY OF KISSIMMEE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

LAKE MARY POLICE DEPARTMENT

Steven Bracknell
as Chief of Police

Date:_____

APPROVED:
CITY OF LAKE MARY, FLORIDA

ATTEST:

City Clerk

David J. Mealor
City Manager

FOR USE AND RELIANCE ONLY BY
THE CITY OF LAKE MARY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

LONGWOOD POLICE DEPARTMENT

Troy Hickson
as Chief of Police

Date:_____

APPROVED:
CITY OF LONGWOOD, FLORIDA

ATTEST:

City Clerk

David J. Mealor
Brian Sackett

FOR USE AND RELIANCE ONLY BY
THE CITY OF LONGWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

MAITLAND POLICE DEPARTMENT

Douglas M. Ball
as Chief of Police

Date:_____

APPROVED:
CITY OF MAITLAND, FLORIDA

ATTEST:

City Clerk

Howard Schieferdecker
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF MAITLAND, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

ORLANDO POLICE DEPARTMENT

John W. Mina
as Chief of Police

Date:_____

APPROVED:
CITY OF ORLANDO, FLORIDA

ATTEST:_____

City Clerk

Buddy Dyer
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ORLANDO, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
Chief Assistant City Attorney

SANFORD POLICE DEPARTMENT

Cecil Smith
as Chief of Police

Date:_____

APPROVED:
CITY OF SANFORD, FLORIDA

ATTEST:

City Clerk

Jeffrey Triplett
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF SANFORD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY:_____
City Attorney

WINTER PARK POLICE DEPARTMENT

Art King
as Chief of Police

Date:_____

APPROVED:
CITY OF WINTER PARK, FLORIDA

ATTEST:

City Clerk

Kenneth W. Bradley
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

SHERIFF'S OFFICE OF SEMINOLE COUNTY,
FLORIDA

Donald S. Eslinger
as Sheriff of Seminole County, Florida

Date:_____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF SEMINOLE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____ 2014.

BY:_____
General Counsel

SHERIFF'S OFFICE OF
VOLUSIA COUNTY, FLORIDA

Michael Coffin
as Sheriff of Volusia County, Florida

Date:_____

FOR USE AND RELIANCE ONLY BY
THE SHERIFF OF VOLUSIA COUNTY,
FLORIDA. APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF
_____ 2014.

BY:_____
General Counsel