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

This agreement is entered into by and between the **City of Orlando**, a Florida municipal corporation ("Orlando Police Department"), and the **Sheriff of Osceola County, Florida** ("Osceola County Sheriff's Office").

WHEREAS, the subscribed 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 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 in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the Osceola County Sheriff's Office and the Orlando Police Department have the authority under part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Provisions for Requested Operational Assistance

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request or agree to render law enforcement assistance to the other in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, or other emergency as defined in Section 252.34 Florida Statutes.

Section II. Provisions for Voluntary Cooperation

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies 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, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, inter-agency task forces, and/or joint investigations including but not limited to, the City/County/State Traffic Enforcement Unit, Metropolitan Bureau of Investigation, The Special Weapons and Tactics Team, and the Bomb Disposal Unit.

Section III. Policy and Procedure

A. In the event that a party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or his designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each party agrees that the agency administrator or his designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency administrator or his designee shall evaluate the situation, consult with his appropriate supervisor if necessary, and, if required, insure that proper enforcement assistance is rendered.

S IV. Powers, Privileges, Immunities, and Costs

A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the jurisdiction in which they are normally employed.

B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to each other party to the 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.

C. The agency furnishing aid, pursuant to this Agreement, shall bear the loss or damages to such equipment, and shall pay any expense incurred in the operation and maintenance thereof.

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

E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply 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 full-time paid, part-time, volunteers, and reserve members.

Section V. Liability

Each agency shall retain liability for the acts or omissions of its own employees acting pursuant to this Agreement.

Subject to the provisions of *Fla. Stat.* §768.28, each agency agrees to indemnify the other and all appointees or employees of the other, against all liability, costs and attorneys' fees arising from any claims or suits founded on allegations of negligence or other tort of the first agency or its appointees or employees acting pursuant to this Agreement. The agency having the duty to indemnify the other under this provision shall have the right to control the defense of any such suit or claim upon acknowledging in writing to the other agency the duty to indemnify.

Section VI. Insurance Provisions

The Osceola County Sheriff's Office is self-insured in accordance with state or federal law and regulation and will provide a Certificate of Self-Insurance upon request.

Section VIII: Effective Date

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect until December 31, 2016, unless terminated prior thereto by any or all the parties herein.

Section VIII. Cancellation

This agreement may be canceled by either party upon delivery of written notice to the other party. Cancellation will occur at the direction of any subscribing party.

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IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

SHERIFF'S OFFICE OF
OSCEOLA COUNTY, FLORIDA

Robert Hansell
Sheriff, Osceola County, Florida

Date: 3/24/15

ORLANDO POLICE
DEPARTMENT

John W. Mina
Chief of Police

Date: _____

APPROVED:
CITY OF ORLANDO, FLORIDA

ATTEST:

City Clerk

Buddy Dyer
Mayor