



RESOLUTION NUMBER 2016-115R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE MAYOR TO ENTER A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY OF ORLANDO.

WHEREAS, the City of St. Cloud, Florida and the City of Orlando have entered into an Agreement as set forth in Exhibit "A" attached.


NOW THEREFORE:

BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:


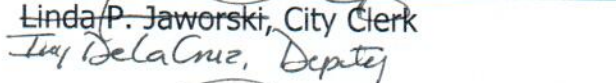
Section I. The Mayor is authorized and she is directed to enter into an agreement with the City of Orlando, as more particularly set forth in Exhibit "A" attached.

Section II. This resolution shall take effect immediately upon its adoption.

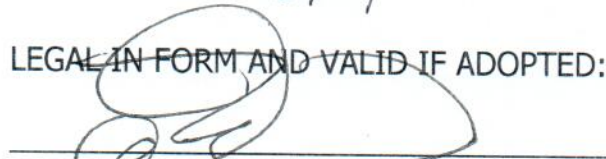
PASSED AND ADOPTED, by the City Council of the City of St. Cloud, Florida, on the 23th day of June, 2016.


Rebecca Borders, Mayor

ATTEST:


Linda P. Jaworski, City Clerk

Tracy Delacruz, Deputy

LEGAL IN FORM AND VALID IF ADOPTED:


Daniel E. Mantzaris, City Attorney

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT
between the City of Orlando and
the City of St. Cloud

WHEREAS, the below signed 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 to 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 **City of Orlando, Orlando Police Department** and the **City of St. Cloud, St. Cloud Police Department** have authority pursuant to Part I, 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. The below signed law enforcement Agencies desire to enter into this Voluntary Cooperation Mutual Aid Agreement, hereinafter, "Agreement."

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. 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.
- D.
 - 1. Should an officer of a one agency be in the other's jurisdiction for matters of a routine nature, or investigative nature, such as traveling through the area on routine business, attending a meeting, or going to or from work, and a criminal violation of Florida Statutes occurs in the presence of said officer, and said violation is a felony or other offense constituting a breach of the peace, the officer shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.
 - 2. In the event a law enforcement officer of one agency has probable cause to arrest an individual for a felony offense in his/her jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of the other agency is in the jurisdiction of the party requesting assistance and observes the suspect, the officer, representing his/her party, shall be empowered to render law enforcement assistance and act in accordance with the law and this Agreement.
 - 3. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation. The only exception would be the situation where immediate action is necessary. In that event, the Communications Center shall be notified immediately thereafter.
- E. Should additional violations of Florida Statutes occur in the presence of said officer, representing his or her respective agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the aforesaid 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 political subdivision in which they are normally employed.

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

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other agency and its appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law. The party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conducts of its own employees.

Section VI. Insurance Provisions

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed.

Should the insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify the other party to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VII. Effective Dates.

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect from last date signed below through December 31, 2019, unless terminated prior thereto by either of the parties herein.

Section VIII. Cancellation

This agreement may be canceled by either party upon delivery of written notice to the other party.

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

ST. CLOUD POLICE DEPARTMENT

ORLANDO POLICE DEPARTMENT



Pete Gauntlett
Chief of Police

John W. Mina
Chief of Police

Date: 5-4-16

Date: _____

ATTEST:


APPROVED:
CITY OF ORLANDO, FLORIDA

City Clerk

Buddy Dyer
Mayor

ATTEST:

APPROVED:
CITY OF ST. CLOUD, FLORIDA



City Clerk Deputy
Tyr De la Cruz

Rebecca Borders
Mayor