

**MUNICIPAL
INTER-LOCAL VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

**City of Apopka
City of Belle Isle
City of Eatonville
City of Edgewood
City of Kissimmee
City of Maitland
Town of Oakland
City of Ocoee
City of Orlando
University of Central Florida
City of St. Cloud
Town of Windermere
City of Winter Garden
City of Winter Park**

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 Apopka Police Department, the Belle Isle Police Department, the Eatonville Police Department, the Edgewood Police Department, the Kissimmee Police Department, the Maitland Police Department, the Oakland Police Department, the Ocoee Police Department, the Orlando Police Department, St. Cloud Police Department, the University of Central Florida Police Department, the Windermere Police Department, the Winter Garden Police Department, Winter Park 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 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, suspected terrorist incidents, active shooter incidents, any incident or situation that surpasses the resources of the participating agencies 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, over-the-line arrests, over-the-line executions of warrants, inter-agency task forces, and/or joint investigations including but not limited to, City/County/State Traffic Enforcement Units, the Metropolitan Bureau of Investigation, Special Weapons and Tactics Teams, Canine Units, 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/her 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 participating agency be in another jurisdiction for matters of a routine 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, an offense constituting a breach of the peace, a crime of violence against a person, or the officer witnesses a driver engaged in a pattern of conduct that constitutes an immediate danger to the motoring public, the officer shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

2. If a law enforcement officer of one of the parties to this Agreement has probable cause to arrest an individual for a felony offense in his/her own jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of one of the other parties to this Agreement 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. If one of the parties of this Agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another agency within this Agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has fled into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. A "reasonableness of the time" will not exceed 24 hours after the offense is reported to the agency.
4. If one party of this Agreement is investigating a crime which occurred within its own jurisdiction and travels to another jurisdiction within this Agreement to continue the investigation, the investigating officer shall contact the respective agency for which they are traveling into to conduct the investigation if law enforcement action is or will be taken. The interviewing of witnesses or suspects does not require notification of the other jurisdiction unless an arrest is made.
5. If one of the parties to this Agreement obtains a search warrant to search a location or object based on probable cause for an offense which occurred within their own jurisdiction, and the location or object is located in the jurisdiction of another party to this Agreement, the original agency will contact the jurisdiction where the location or property is located to assist in the execution of the warrant or request permission to execute the warrant in their jurisdiction.
6. 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 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 political subdivision in which they are normally employed.
- B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to another 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.

- F. All employees of a respective agency, while acting under mutual aid in another's jurisdiction, shall be deemed to be acting within the course of their own agency's employment and shall not be construed to be acting as an employee of any other agency.

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 participating party and his appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law: Any 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. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.

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 canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VII. Disclaimer to Third Party Beneficiaries

This agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this agreement.

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 January 1, 2021, unless terminated prior thereto by any or all the parties herein.

Section IX. Cancellation

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

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

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made.

In acknowledgment and execution of the Seminole County Sheriff's Office-Municipal Agency-Sanford Airport Authority Combined Mutual Aid Agreement, pages one through six, inclusive, I hereby set my hand and seal:

ORLANDO POLICE DEPARTMENT

John W. Mina, Chief of Police

Date: _____

APPROVED:
ORLANDO, FLORIDA

ATTEST: _____

City Clerk, Amy Iennaco

Mayor Buddy Dyer