

# ORANGE COUNTY SHERIFF'S OFFICE



## GENERAL ORDER

<b>Effective Date:</b> July 2, 2020	<input checked="" type="checkbox"/> <b>Amends</b> - GO 6.2.11 (February 6, 2020)	<b>Number:</b> 6.2.11
<b>Distribution:</b> All Personnel	<b>Review Month:</b> March	<b>Reviewing Authority:</b> SHERIFF / Legal Services
<b>Subject:</b> Mutual Aid		

This order consists of the following:

1. Purpose
2. Policy
3. Definitions
4. Procedures

1. **Purpose**

This policy describes the jurisdictional boundaries of the agency and provides guidelines for the proper use of mutual aid.

2. **Policy**

It is the policy of this agency to work constructively with other law enforcement agencies by providing or receiving appropriate assistance, in the form of services, personnel, and equipment, for emergencies and other identified needs.

3. **Definitions**

- A. Assisting Agency - an agency providing assistance under a mutual aid agreement.
- B. Jurisdiction - the geographical area within which a law enforcement agency exercises authority and maintains responsibility.
- C. Mutual Aid Agreement - a cooperative agreement among government agencies allowing for quick and efficient augmentation of resources, as authorized by [FS Chapter 23](#).
- D. Regional Services - services within the State of Florida.
- E. Requesting Agency – an agency requesting assistance under a mutual aid agreement.

4. **Procedures**

- A. The jurisdiction of this agency is Orange County, Florida. The boundaries of Orange County, Florida, are described in [FS Chapter 7](#).
- B. The Sheriff is the chief law enforcement officer in Orange County with full authority and responsibility to uphold the law and preserve the peace. The Sheriff's authority extends throughout Orange County, including incorporated areas.
- C. Several state and federal law enforcement agencies have jurisdiction within

Orange County, Florida, such as the Florida Department of Law Enforcement, Florida Fish and Wildlife Conservation Commission, Bureau of Alcohol, Tobacco, and Firearms, Federal Bureau of Investigation, Drug Enforcement Administration, United States Customs, United States Department of Immigration, United States Secret Service, United States Wildlife Service, and United States Coast Guard.

- D. Agency personnel shall be familiar with the jurisdictional boundaries of this agency and services available from other agencies. They shall also be familiar with, and comply with, the terms of applicable mutual aid agreements and the proper procedures for requesting or providing mutual aid.
  
- E. Orange County Sheriff's Office Communications maintains communication via radio or phone with:
  - 1. Municipal police departments within Orange County.
  - 2. Florida Highway Patrol.
  - 3. The Sheriff's Offices in surrounding counties.
  - 4. EVAC ambulance stations and mobile units via Orange County Fire/Rescue Communications.
  - 5. Fire Service stations and fire and rescue vehicles via the appropriate Fire/Rescue Communications Center.
  
- F. Mutual Aid Agreements
  - 1. Sheriff's Statewide Mutual Aid Agreement
 

This agency is a party to the statewide mutual aid agreement between all Florida Sheriffs. The Florida Sheriff's Statewide Mutual Aid Agreement is only for the granting/receiving of mutual aid between Florida Sheriff's Offices of different Florida counties. Please note that the provisions of the statewide Sheriff's agreement are different from those contained in mutual aid agreements with local municipalities the University of Central Florida and the Orange County Public School Police Department (OCPSPD).

    - a. An Orange County deputy who is in another county on or off duty, and who personally witnesses a forcible felony as defined by [FS 776.08](#), may apprehend the suspect and take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the deputy shall notify the Sheriff's Office in that county as soon as practicable. The deputy shall defer any further law enforcement action to deputies of the Sheriff's Office having jurisdiction of the offense upon their arrival and shall provide any assistance that may be necessary. The deputy shall also prepare a written report for the OCSO documenting the incident and the actions taken. The Watch Commander should be notified as soon as possible. This provision of the Sheriffs' statewide mutual aid agreement does not grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature. Orange County Deputies who see activity in another

county that may create a public safety concern; such as DUIs or assaults or batteries, etc., must call the local Sheriff's Office and request mutual aid before they take law enforcement action.

The only exceptions to the requirement in the statewide mutual aid agreement, requiring permission from the local Sheriff before law enforcement action is taken, are for the following forcible felonies:

Treason; murder; manslaughter; sexual battery; carjacking; home-invasion robbery; robbery; burglary; arson; kidnapping; aggravated assault; aggravated battery; aggravated stalking; aircraft piracy; unlawful throwing, placing, or discharging of a destructive device or bomb; and any other felony which involves the use or threat of physical force or violence against any individual.

The same rules apply to Sheriffs and deputies throughout the state (e.g., deputy from another county who personally witnesses a forcible felony in Orange County.)

- b. Other than the forcible felony rule discussed in the previous paragraph, no Sheriff or deputy is empowered under the Sheriffs' statewide mutual aid agreement to operate in another county without prior approval of the Sheriff having regular jurisdiction in that county. Orange County deputies wishing to take law enforcement action in another county must obtain advance permission from the Sheriff's Office in that county.

## 2. Mutual Aid Agreements with Local Municipalities, the University of Central Florida and the OCPSPD

The agency has mutual aid agreements with the University of Central Florida (UCF), the OCPSPD and the cities of Apopka, Belle Isle, Eatonville, Edgewood, Maitland, Oakland, Ocoee, Orlando, Windermere, Winter Garden, Mount Dora, and Winter Park. This agreement allows local cities, UCF, and OCPSPD to take law enforcement action in the unincorporated areas of Orange County under specified situations. Please note that the provisions of the statewide Sheriff's agreements are different from those contained in mutual aid agreements with local municipalities, the University of Central Florida and the OCPSPD.

- a. If an officer from one of these agencies wishes to take law enforcement action in an area of Orange County that is outside his or her regular jurisdiction, the officer must contact the Sheriff's Office in advance for mutual aid authority. Officers from these local jurisdictions may take immediate action in the unincorporated county without advance permission, in the following situations; (Note these provisions do not apply to OCSO deputies taking action in another county; see G., 1. above for clarification):
  - 1. Providing backup to an Orange County deputy. In an emergency situation requiring immediate law enforcement action (e.g., a suspect is battering a deputy), the officer may act before notifying this agency. Otherwise, the officer is

required to notify this agency before taking law enforcement action.

2. The officer witnesses a forcible felony or other crime of violence in the unincorporated county. In an emergency situation requiring immediate law enforcement action, the officer may act before notifying this agency. Otherwise, the officer is required to notify this agency before taking law enforcement action. If a misdemeanor or felony occurs in the officer's presence while he or she is addressing the forcible felony or other crime of violence (e.g., resisting with or without violence), he or she may take appropriate law enforcement action.
3. The officer observes a driver engaging in a pattern of conduct in unincorporated Orange County that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law. In an emergency situation requiring immediate law enforcement action, the officer may act before notifying this agency. Otherwise, the officer is required to notify this agency before taking law enforcement action. If a misdemeanor or felony occurs in the officer's presence while he or she is addressing a driver engaging in a pattern of conduct constituting imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law, the officer may take appropriate law enforcement action.
  - b. The mutual aid agreement does not grant law enforcement powers to UCF, OCPSPD, or city officers for purposes of off-duty law enforcement employment.
  - c. The mutual aid agreement with OCPSPD grants law enforcement powers to OCPSPD School Safety Officers, who are sworn law enforcement officers, to enforce laws in an area within 1,000 feet of a school or school board property.
  - d. The mutual aid agreement requires these agencies to have policies that are consistent with its terms. It also requires them to appropriately train their personnel on mutual aid issues.
3. The agency has mutual aid agreements with the cities of Longwood, Sanford, Altamonte Springs, Casselberry, Lake Mary, Kissimmee, and Oviedo for the limited purpose of engaging in emergency joint traffic operations (e.g., impromptu visit by government dignitary) and related law enforcement situations (e.g., person stopped for traffic offense resists and is subject to arrest).
  - a. Mutual aid must be requested and granted in advance.
  - b. The agreements do not grant law enforcement powers to deputies or city officers for purposes of off-duty employment.
4. The agency has other agreements that are limited in time or scope, such as for the West Orange Narcotics Task Force, SunRail, or a special event, e.g., Florida Police Chiefs' Conference, Fantasy Fest.

- a. 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 the offense occurred in another jurisdiction, the case will be referred to the appropriate agency and a written report provided.

**Note:** The SunRail mutual aid agreement specifies that mutual aid must be requested and granted in advance with one exception. Officers from the jurisdictions through which SunRail travels are authorized to take law enforcement action on or off-duty to address a forcible felony, as defined by [FS 776.08](#), or other crime of violence against a person, 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. This is not a general grant of 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.

- b. Except for the SunRail provision mentioned above, mutual aid must be requested and granted in advance. The agreements do not grant law enforcement powers to deputies or city officers for purposes of off-duty employment.

5. Mutual Aid agreements involving the agency include the following provisions:

- a. “Operational Assistance”

Each agency may request and render law enforcement assistance to the other for law enforcement emergencies, including but not limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. As noted previously, some mutual aid agreements are limited in scope, e.g., for a specified conference only.

- b. “Voluntary Cooperation”

Each agency may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to [FS Chapter 893](#), providing backup services during patrol activities; and participating in inter-agency task forces and/or joint investigations. As noted previously, some mutual aid agreements are limited in scope, e.g.,

- emergency joint traffic operations.
- c. An agency needing assistance contacts the other agency. The agency receiving the request has sole discretion to decide what, if any, aid will be given.
  - d. The resources and facilities committed by the assisting agency are under the immediate command of a supervising officer from the assisting agency. The supervising officer is under the direct command of a person designated by the requesting agency.
  - e. Assisting agencies are responsible for compensating their participating employees, including any amounts due for personal injury. Assisting agencies are liable for the conduct of their employees (subject to statutory limits) and are responsible for paying their equipment costs.
  - f. Officers rendering aid under a mutual aid agreement must abide by the rules and regulations, personnel policies, general orders, and standard operating procedures of their own agencies. This provision applies even if an officer receives a contradictory order from an officer of the requesting agency.
  - g. Officers rendering aid under a mutual aid agreement in a jurisdiction other than their own have the same powers, duties, rights, privileges, and immunities as if performing those duties inside their regular jurisdiction.
  - h. An employee's 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 when performing duties within his or her regular jurisdiction apply to the same degree, manner, and extent while engaged in performing duties extraterritorially under a mutual aid agreement. This applies with equal effect to paid, volunteer, and reserve employees.
  - i. The Sheriff may decide who is authorized to lend assistance in Orange County, the nature of the assistance, how long assistance is authorized, and for what purpose authority is granted. The other parties to the mutual aid agreements retain similar discretion.
  - j. Per the mutual aid agreements between this agency and Orlando, Apopka, Winter Park, Winter Garden, Maitland, Eatonville, and Ocoee, the requesting agency is responsible for recording radio communications, e.g., time en route, number of units responding, time of arrival, time of completion.
  - k. In general, the assisting agency shall help transport and process prisoners during mass arrest situations, and assist with operating temporary detention facilities, upon request.
  - l. If a complaint arises from actions taken under mutual aid, the requesting agency is responsible for documenting the complaint (e.g., identity and contact address of complainant, the specific allegation, identity of accused personnel) and provide the assisting agency with the information and a copy of all applicable documentation. This information will be directed to the professional standards unit of the assisting agency. The agency employing the



subject of the complaint is responsible for conducting an appropriate review.

- m. Per the mutual aid agreements with UCF, the OCPSPD or the cities within Orange County listed above, the requesting agency in the case of “Operational Assistance,” or the seizing agency in the case of “Voluntary Cooperation,” is responsible for maintaining any applicable forfeiture action. The proceeds will be divided to reflect the resources committed by each party. The parties shall mutually agree upon an appropriate formula. Per the mutual aid agreements for emergency joint traffic operations mentioned above, the OCSO is primarily responsible for any related forfeiture proceedings.

G. Providing or Requesting Aid

1. Orange County deputies conducting an investigation in another county shall notify their respective Division Commander via chain of command.
2. It is important to note that mutual aid agreements grant limited authority. They do not confer the same authority as being cross-sworn and should be used for limited purposes only. For example, city police officers who have probable cause to believe particular suspects committed a crime within their jurisdiction, and who believe those suspects are in the unincorporated county, may request mutual aid to arrest them in the unincorporated county. But, if they receive a tip that criminal activity, such as illegal drug sales will occur in the unincorporated county at a certain place and time, they must refer it to the Sheriff’s Office, not request mutual aid to conduct an investigation of their own in the unincorporated county. Similarly, a mutual aid agreement may be used to create a joint traffic enforcement operation, but not grant officers unlimited authority to conduct traffic enforcement in the jurisdiction of the other party.
3. The Sheriff, Undersheriff, Bureau Commanders, Division Commanders or on-duty Patrol Watch Commander, may request mutual aid. Deputies wishing to request mutual aid shall direct their requests to an on-duty Patrol Watch Commander. On-duty Patrol Watch Commanders shall be responsible for the day-to-day administration of these requests. Requests must specify the needed assistance, e.g., number of personnel, type of equipment, location where equipment or personnel will be assigned, purpose, extent of law enforcement authority requested in another jurisdiction.
4. The on-duty Patrol Watch Commander, or other appropriate authority, shall confirm the request meets the requirements of the mutual aid agreement with that agency. He or she shall complete the Mutual Aid Worksheet and forward it to the Legal Services. A request to another county will be directed to the Sheriff or designee of that county. A request to UCF, OCPSPD, or a city listed above will be directed to the Chief of Police or designee.
5. The Sheriff, Undersheriff, Bureau Commanders, Division Commanders or on-duty Patrol Watch Commander may grant a request for mutual aid. Requests must specify the needed assistance, e.g., number of personnel,

type of equipment, location where equipment or personnel will be assigned, purpose, extent of law enforcement authority requested. On-duty Patrol Watch Commanders shall be responsible for the day-to-day administration of these requests. The on-duty Patrol Watch Commander, or other appropriate authority, shall confirm the request meets the requirements of the mutual aid agreement with that agency. He or she shall inquire if the person making the request is duly authorized to do so. If the request for mutual aid is denied, he or she shall advise the appropriate person from the requesting agency that the request was denied and the reason(s) for the denial. He or she shall complete a Mutual Aid Worksheet and forward it to Legal Services for documentation purposes.

6. If an officer takes law enforcement action in another jurisdiction pursuant to mutual aid, he or she shall notify the agency having jurisdiction and take all necessary steps to lawfully complete the enforcement action, e.g., arrest and transport the suspect, complete appropriate reports.
7. Upon request by the other party, the requesting or assisting agency shall complete a detailed report and forward a copy to the other agency.
8. Agency personnel shall coordinate with appropriate other agencies when jointly investigating crimes committed in another jurisdiction, and they shall complete a report documenting their investigations.
9. If an employee suspects an officer from another agency is taking, or did take, law enforcement action in unincorporated Orange County without proper authority, he or she shall notify a Patrol Watch Commander through the chain of command. The Watch Commander shall investigate the incident, prepare the Mutual Aid Worksheet, notify the applicable agency for appropriate follow-up, and send the Mutual Aid Worksheet to Legal Services, where it will be logged into a database.
10. Deputies shall not grant mutual aid under the Sheriff's Statewide Mutual Aid Agreement for the purpose of allowing a municipal police department to take law enforcement action outside their jurisdiction (no piggybacking).
11. See [LB 4 - Mutual Aid](#) for additional information. Employees with questions about mutual aid are encouraged to contact an agency attorney for assistance before taking law enforcement action.

#### H. Regional Services

1. The agency shall maintain radio communication with other law enforcement agencies.
2. The agency shall participate in the Florida Department of Law Enforcement Centralized Fingerprint System.
3. The agency shall participate in a statewide criminal information system; i.e., Florida Criminal Information Center (FCIC).



4. The agency shall participate in the Uniform Crime Reporting System maintained by the Florida Department of Law Enforcement.
5. The agency shall participate in GangNet, a statewide database administered and maintained by the Florida Department of Law Enforcement.
6. The agency shall participate in the Florida Sheriffs Association statewide task force.
7. The agency shall participate in the Central Florida Domestic Security Task Force.