

LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

The undersigned Governmental entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225(1),(2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering voluntary cooperation and operational assistance. The Agreement provides for law enforcement activities across jurisdictional lines in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity.

The undersigned Governmental Entities agree to permit voluntary cooperation and assistance, one to the other, in specified routine law enforcement activities across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

- I. VOLUNTARY COOPERATION:** The undersigned Governmental Entities recognize that an increasing number of criminals are operating in more than one jurisdiction, and that there is a need for a continuing multi-city response to this threat. The following Voluntary Cooperation Agreement is created to provide this capability:

A. In-Progress Crime Assistance:

1. Whenever an on-duty Law Enforcement Officer from one jurisdiction views a felony or misdemeanor occurring in the cooperating jurisdiction, the Law Enforcement Officer may physically arrest the perpetrator and preserve the crime scene. Control of both the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence may be transported or otherwise relocated.
2. It is the intent of the undersigned Governmental Entities that this subsection apply to off-duty Law Enforcement Officer subject to the specific rules and regulations as promulgated by each agency.

B. Voluntary Investigations:

1. On-duty officers from one jurisdiction may conduct investigations, that originate in their jurisdiction, in any of the undersigned jurisdictions. If enforcement action is anticipated,

the locations and nature of the investigation will be told to the agency's on-duty communications liaison person.

C. Traffic Control Assistance:

1. Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperation effort shall be restricted to necessary first aid and traffic direction.

2. Hazardous Traffic Conditions Assistance

a) In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic crash is imminent unless control is established immediately, cooperation may be provided.

b) Where an incident occurs on a roadway or so near thereto that the potential for traffic crashes appears imminent, cooperation may be provided.

3. The cooperative efforts for traffic crashes and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement. Control of the incident shall be immediately relinquished to the first available officer from the agency having jurisdictional responsibility.

4. Pre-arranged Traffic Enforcement Programs:

Each agency may request and render assistance in carrying out prearranged traffic enforcement activities/programs, including, but not limited to, DUI checkpoints, vehicle safety inspection checks, driver's license checks and speed limit enforcement points.

5. Traffic Escort Services:

Each agency may request and render assistance in providing traffic escort services.

D. Terms and Procedures:

1. A participating agency will answer for voluntary cooperation only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for cooperative assistance.

2. A request for voluntary cooperation shall be made by the commander of the agency, or his designee.

3. Voluntary cooperation can also be initiated by an on-duty officer who views an in-progress crime, traffic crash or need for traffic control in the other cooperating agency's jurisdiction. The supervising authority of that employee shall be notified immediately to enable that supervisor to authorize and direct actions taken by the employee.

4. An officer taking voluntary action should notify the communications liaison person in the assisted agency as soon as possible. The assisted agency shall relieve the assisting officer(s) as soon as possible.

5. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights, and immunities as if they were taking the action within their employing jurisdiction.

6. Law Enforcement Officers or employees responding to a voluntary cooperation request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their Agencies.

7. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities.

8. Each agency shall be responsible for bearing its own costs associated with the loss or damage to any equipment or property of that agency during a voluntary cooperation situation. However, when the agency directing the voluntary cooperation is negligent in the command of the situation, said agency shall be held responsible for such loss or damage to the assisting agency's equipment or property. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

9. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. However, if said act was ordered by the officer directing the voluntary cooperation, the directing officer's agency shall be liable for any civil liability that may arise as a result of the directing officer's negligent command or direction. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

10. Each agency shall promulgate rules and regulations concerning the status of its off-duty Law Enforcement Officers as applied to In-Progress Crime Assistance.

II. OPERATIONAL ASSISTANCE: The undersigned Governmental Entities recognize that special public safety problems arise on an occasional basis that require additional law

enforcement personnel. The following Operational Assistance Agreement is created to provide the Governmental Entities a way to give and receive aid.

A. "Forcible Felony" Requests:

When one agency has reported a forcible felony as defined in Florida Statutes Section 776.08, and that agency is unable to provide the immediate response necessary to prevent imminent death, great bodily harm or substantial property loss as a result of said forcible felony, that jurisdiction may request the operational assistance of the other agency.

B. Search for Fugitive or Missing Person Requests:

1. When one agency is conducting a search for a fugitive whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance to apprehend said fugitive is necessary in order to prevent continued freedom of the fugitive or to protect nearby persons or property from an imminent threat created by said fugitive's presence, that agency may request cooperative assistance.

2. When one agency is conducting a search for a missing person whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance is necessary in order to take the missing person into custody or to protect nearby persons or property from an imminent threat created by the incident, that agency may request operational assistance.

C. Other Spontaneous Incidents:

1. Other major spontaneous incidents or situations not meeting the criteria designating a disaster as outlined in Chapter 252, Florida Statutes, may form the basis for an operational assistance request, provided the assistance is reasonably necessary to avoid or quell a major calamity affecting the safety of persons or property.

2. Operational assistance may be requested and supplied for special events and conditions that occur for extended periods of time. The assistance may include patrol services.

D. Terms and Procedures:

1. A request for operational assistance shall be made by the commander of the agency, or his designee.

2. A participating agency will provide operational assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for operational assistance.

3. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights and immunities as if taking action within their employing jurisdiction.

4. Law Enforcement Officers or employees responding to an operational assistance request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their own agencies.

5. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities. However, when the agency directing the operational assistance is negligent in the command of the situation, that agency shall be responsible for the costs arising out of any injury to personnel. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

6. Each agency shall be responsible for bearing its own costs associated with the loss or damage of any equipment or property of that agency during an operational assistance situation. However, when the agency directing the voluntary cooperation is negligent in the command of the situation, said agency shall be held responsible for such loss or damage to the assisting agency's equipment or property. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

7. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. However, if said act was ordered by the officer directing the voluntary cooperation, the directing officer's agency shall be liable for any civil liability that may arise as a result of the directing officer's negligent command or direction. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, pursuant to this Voluntary Cooperation Agreement, exceed the limits of liability set forth in s. 768.28, FS, as amended.

III. SEVERANCE/TERMINATION: Any of the undersigned Governmental Entities shall have the unconditional right to withdraw from this Agreement upon giving a thirty (30) day written notice to the Sheriff and each Police Chief of the remaining member entities.

IV. EXECUTION OF MUTUAL AID AGREEMENT: This Mutual Aid Agreement may be entered into by a law enforcement agency through its execution by the chief executive officer

of the agency who is authorized to contractually bind the agency pursuant to Section 23.1225(3), Fla. Stat.

V. GOVERNMENTAL ENTITIES: The following governmental entities have entered into and are part of this Law Enforcement Mutual Aid Agreement for Voluntary cooperation and Operational Assistance:

- i. Broward County Sheriff's Office
- ii. City of Coconut Creek
- iii. City of Coral Springs
- iv. Town of Davie
- v. City of Fort Lauderdale
- vi. City of Hallandale Beach
- vii. Town of Hillsboro Beach
- viii. City of Hollywood
- ix. City of Lauderhill
- x. City of Lighthouse Point
- xi. City of Margate
- xii. City of Miramar
- xiii. City of Pembroke Pines
- xiv. City of Plantation
- xv. Village of Sea Ranch Lakes
- xvi. City of Sunrise
- xvii. City of Wilton Manors

VI. DURATION OF AGREEMENT: This Agreement shall be in effect from January 1, 2019 to December 31, 2028, among those Governmental Entities executing this agreement. It may be renewed, extended or modified only by written agreement executed by each Governmental Entity.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD SHERIFF'S OFFICE

SHERIFF SCOTT J. ISRAEL

Date: _____

Approved as to form and content:

Ronald M. Gunzburger, General Counsel

Date: _____

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FORT LAUDERDALE POLICE DEPARTMENT

Rick Maglione, Chief of Police
Authorized Representative

Date: _____

THE CITY OF FORT LAUDERDALE

Lee R. Feldman, City Manager
Pursuant to Resolution and
\$23.1225(3), Fla. Stat.

Date: _____

Approved as to form and content:

Bradley H. Weissman
Assistant City Attorney/Police Legal Advisor

Date: _____

LAW ENFORCEMENT MUTUAL AID AGREEMENT
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CITY OF COCONUT CREEK

By: _____
Mary C. Blasi
City Manager

ATTEST:

Leslie Wallace May, City Clerk

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

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CITY OF CORAL SPRINGS POLICE DEPARTMENT

CHIEF CLYDE PARRY

Date: _____

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TOWN OF DAVIE POLICE DEPARTMENT

Chief Keith Dunn

Date: _____

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CITY OF HALLANDALE BEACH POLICE DEPARTMENT

CHIEF SONIA QUINONES

Date: _____

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TOWN OF HILLSBORO BEACH POLICE DEPARTMENT

THOMAS NAGY, CHIEF OF POLICE

Date: _____

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CITY OF HOLLYWOOD POLICE DEPARTMENT

CHIEF CHRIS O'BRIEN

Date: _____

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CITY OF LAUDERHILL POLICE DEPARTMENT

CHIEF CONSTANCE STANLEY

Date: _____

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CITY OF LIGHTHOUSE POINT POLICE DEPARTMENT

CHIEF ROSS LICATA

Date: _____

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RESOLUTION # _____

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Date: _____

Samuel A. May, City Manager

Date: _____

APPROVED AS TO FORM:

James A. Cherof, City Attorney

Date: _____

ATTEST :

Joseph J. Kavanagh, MMC, City Clerk

Date: _____

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CITY OF MIRAMAR POLICE DEPARTMENT

_____ **Date: _____**
DEXTER M. WILLIAMS, CHIEF OF POLICE

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CITY OF PEMBROKE PINES POLICE DEPARTMENT

DAN GIUSTINO, CHIEF OF POLICE

Date: _____

CHARLES F. DODGE, CITY MANAGER

Date: _____

APPROVED AS TO LEGAL FORM



Office of the City Attorney

DATED: 11/15/18

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CITY OF PLANTATION POLICE DEPARTMENT

W. HOWARD HARRISSON, CHIEF OF POLICE

Date: _____

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VILLAGE OF SEA RANCH LAKES POLICE DEPARTMENT

JAMES O'BRIEN, CHIEF OF POLICE

Date: _____

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CITY OF SUNRISE POLICE DEPARTMENT

ANTHONY W. ROSA, CHIEF OF POLICE

Date: _____

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CITY OF WILTON MANORS POLICE DEPARTMENT

PAUL O'CONNELL, CHIEF OF POLICE

Date: _____