

**BROWARD COUNTY MOBILE FIELD FORCE
MULTI-AGENCY OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

WHEREAS, the below subscribed Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing Units, pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., Florida Statutes; and

WHEREAS, the below subscribed Law Enforcement Agencies have entered into the Broward County Mutual Aid Agreement; and

WHEREAS, the below subscribed Law Enforcement Agencies have their own Field Force Units and have joined together in a multi-jurisdictional Unit known as the Broward County Mobile Field Force Unit intended to provide for operational assistance across jurisdictional lines in Broward County, Florida; and

WHEREAS, the undersigned Agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for law enforcement cooperation and assistance that crosses jurisdictional lines.

NOW THEREFORE, the parties agree as follows:

Each of the undersigned Law Enforcement Agencies approve, authorize and enter into this Agreement to implement within the jurisdictional and other limits as noted herein the Broward County Mobile Field Force Unit for the purposes and goals indicated.

Additional parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the other parties and the Florida Department of Law Enforcement.

UNIT PURPOSE AND ASSISTANCE TO BE RENDERED:

The purpose of this Agreement is declared to be the coordination of a Multi-Agency Mobile Field Force Unit. The Participating Agencies have their own Field Force Units. Participating Agency personnel shall undertake a strategic assessment of operational capabilities of participating agencies to respond to major spontaneous incidents, special events, or other situations necessitating assistance. It is the intent of these parties to agree upon common training and support functions. To provide for operational assistance, each of the aforesaid law enforcement agencies hereby approves and enters into this Agreement whereby each of the agencies may request and render law enforcement assistance, utilizing their Field Force Units, to the other during major spontaneous incidents, special events, or other situations necessitating assistance reasonably necessary to avoid or quell a major calamity affecting the safety of persons and property within Broward County.

The Parties to this Agreement are contributing personnel and resources in support of the Unit efforts, with the operations of the Unit being coordinated by the Broward Sheriffs Office and representatives of participating Unit members.

PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

Execution of this Agreement and continued participation by one or more Unit member agencies shall constitute a general reciprocal, continuing request for, and granting of, operational assistance between the members of the Unit which shall be considered authorized in accordance with the provisions of this Agreement and the Broward County Mutual Aid Agreement.

- 1) A request for operational assistance shall be made by the commander of the requesting agency, or designee.
- 2) A responding agency will provide operational assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency's jurisdiction. The commander of the responding agency, or designee, shall have the sole authority to determine the amount of personnel and equipment, if any, that is 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 operate under the direction and authority of the commanding officer of the requesting agency to which they are called.
- 5) All wage and disability payments, pensions, workers' 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.
- 6) Each agency shall be responsible for bearing any costs associated with the loss or damage of any equipment or property used during an operational assistance situation. 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. 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.

JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of Unit activity shall be Broward County, Florida. Unit members shall enjoy full jurisdictional authority anywhere within the Broward County, Florida with full power to enforce Florida laws and avail themselves of the provisions of this Agreement when engaged in Unit operations. Unit members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved Unit

activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement as provided by the "Florida Mutual Aid Act," and the Broward County Mutual Aid Agreement. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned Agencies participating in the Unit shall, when engaging in authorized mutual cooperation and operational assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

The resources or facilities that are assigned by the responding agency shall be under the immediate command of a supervising officer designated by the responding agency. Such supervising officer shall be under the command of the commanding officer of the requesting agency. Wherever a Deputy Sheriff/Police Officer is rendering assistance pursuant to this agreement, the Deputy Sheriff/Police Officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

A. Advisory Board

An Advisory Board shall be created for the Unit. Upon execution of this Agreement, the Advisory Board will consist of a member of each of the participating Agencies to this Agreement. The Advisory Board shall oversee the coordination of training of the Unit as well as developing agreed upon standards for the Unit. The Advisory Board shall meet a minimum of two times a year with notice of meetings delivered at least ten (10) days in advance to each Advisory Board member.

B. Personnel

Each respective participating governmental unit shall retain full responsibility for compensation, including but not limited to: Liability insurance, retirement benefits, workers' compensation, and discipline of their own personnel assigned to the Unit.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Unit and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each party to adequately insure such party's liability assumed herein. But in no event shall such coverage be less than the statutory waiver of sovereign immunity.

COMPLAINTS AGAINST UNIT MEMBERS:

Whenever a complaint has been lodged as a result of Unit efforts, a designee of the Unit shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint and supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Unit participant(s) accused and the employing Agency(ies) of the participant(s) accused.

The information will be promptly provided to each affected employing Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against.

COPY TO EACH PARTICIPATING UNIT MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Unit member so that each member may be fully aware of the powers, limitations, and expectations applicable to Unit members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the Broward Sheriff's Office and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page.

This Agreement shall remain in full force as to all participating Parties until December 31, 2023, unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other participating parties.

This Agreement may be renewed by agreement by participating Parties and execution of a new Agreement. Any written cancellation or extension shall be forwarded to FDLE at the address noted above.

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

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

Date: _____

SCOTT J. ISRAEL
Sheriff

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: _____
Ronald M. Gunzburger
General Counsel

BROWARD COUNTY MOBILE FIELD FORCE MUTUAL AID AGREEMENT

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

For: City of Coconut Creek, Florida

By: _____
Mary C. Blasi, City Manager

ATTEST:

Approved as to Legal Sufficiency
and Form:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney