The undersigned law enforcement agencies 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 K-9 detection enforcement activities and enforcement of the laws of Florida across jurisdictional boundaries 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. This Agreement shall be separate and apart from the current Countywide Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

The undersigned Governmental Entities agree to permit K-9 Detection activities and assistance and the enforcement of the laws of Florida, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

I. <u>K-9 DETECTION SERVICES AND ENFORCEMENT OF THE LAWS OF FLORIDA.</u>

- A. The undersigned governmental entities recognize there is a need for a continuing countywide effort to reduce the number of illegal firearm and narcotic related incidents and other criminal activity that may occur. K-9 officers, upon request of a law enforcement officer having original jurisdiction in the county/city, may take appropriate action to perform K-9 searches and enforce the laws of the State of Florida and may issue citations, notices to appear, or make physical arrests as the circumstances warrant. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Sections 932.701-706, Florida Statutes, and/or take action that is necessary and appropriate to protect the safety of the public as may be appropriate under the circumstances. Nothing in this Agreement is intended to broaden the pursuit policies of the agencies involved.
 - 1) It is the intent of the undersigned governmental entities that Subsection A apply to on-duty Law Enforcement Officers, while in properly equipped police vehicles, employed by the undersigned entities, subject to the specific rules and regulations as promulgated by each agency concerning its operations pursuant to this Agreement.
- B. Law enforcement officers providing K-9 assistance and enforcing the Laws of Florida pursuant to this Agreement, including their assigned K-9 partners, shall be under the direction, authority and control of the commanding officers of their employing agency.

C. This Agreement shall constitute an ongoing request for assistance between the parties and no other formal request for assistance shall be necessary prior to taking any action contemplated herein.

D. Terms and Procedures:

- 1) The Chief of Police of the agency, or designee, shall have the sole authority to determine whether personnel from that agency will provide K-9 assistance across jurisdictional boundaries. All K-9 units deployed under this Agreement shall meet and maintain applicable state or national certification standards.
- 2) Whenever the employees of one party to this agreement are taking action pursuant to the authority provided for in this Agreement, such employees shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.
- 3) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 4) Each agency shall be responsible for bearing any cost associated with the loss or damage to any equipment or property used during action taken pursuant to this Agreement.
- 7) Each party to this Agreement shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the other Party, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the other Party or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of its own officers, employees, agents or instrumentalities. This paragraph is subject to the limitations of Section 768.28, Florida Statutes, and nothing contained herein shall be considered a waiver of the benefits and protections afforded each Party herein. This paragraph shall survive the termination or expiration of this Agreement.
- **II.** <u>SEVERANCE/TERMINATION</u>. Either Party shall have the unconditional right to withdraw from this agreement upon giving a thirty (30) day written notice to the other Party.

- **III. DURATION OF AGREEMENT**. This Agreement shall be in effect from April 15, 2025 through July 30, 2029. It may be renewed, extended or modified only by written agreement executed by each governmental entity.
- **IV. <u>NOTICES.</u>** Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the Sheriff:

Broward Sheriff's Office 2601 West Broward Blvd Fort Lauderdale, FL 33312

With a copy to:
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd
Fort Lauderdale, FL 33312

To the Agency:

Coconut Creek Police Department 4800 West Copans Road Coconut Creek, FL 33063

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

GREGORY TONY, PH.D, SHERIFF OF	BROWARD COUNTY
GREGORY TONY, PH.D Sheriff	Date:
Approved as to form and legal sufficiency subject to execution by the parties:	
By: Terrence O. Lynch, General Couns	 sel/Executive Director

FORT LAUDERDALE POLICE DEPARTMENT BY: (Signature) (Print Name) (Official Title) (Date) APPROVED AS TO FORM: City Attorney (Signature)

CITY OF CORAL SPRINGS POLICE DEPARTMENT

	(Cianatura)
	(Signature)
	(Print Name)
	(Official Title)
	(Date)
APP	ROVED AS TO FORM:
_	City Attorney (Signature)

CITY OF MARGATE POLICE DEPARTMENT BY: (Signature) (Print Name) (Official Title) (Date) APPROVED AS TO FORM: City Attorney (Signature)

CITY OF MIRAMAR POLICE DEPARTMENT BY: (Signature) (Print Name) (Official Title) (Date) APPROVED AS TO FORM: City Attorney (Signature)

TOWN OF PEMBROKE PARK POLICE DEPARTMENT BY: (Signature) (Print Name) (Official Title) (Date) APPROVED AS TO FORM: City Attorney (Signature)

CITY OF PEMBROKE PINES POLICE DEPARTMENT

/ :	
	(Signature)
	(Print Name)
_	(Official Title)
_	(Date)
	APPROVED AS TO FORM:
	City Attorney (Signature)
	City Attorney (Print Name)

CITY OF PLANTATION POLICE DEPARTMENT

3Y:	
ום	(Signature)
	(Print Name)
	(Official Title)
	(Date)
	APPROVED AS TO FORM:
	City Attorney (Signature)
	City Attorney (Print Name)

CITY OF SUNRISE POLICE DEPARTMENT BY: (Signature) (Print Name) (Official Title) (Date) APPROVED AS TO FORM: City Attorney (Signature)

CITY OF COCONUT CREEK

ATTEST:	BY: Sheila N. Rose, City Manager	Date
Joseph J. Kavanagh, City Clerk	Date APPROVED AS TO FORM:	
	Terrill C. Pyburn, City Attorney	 Date