

RESOLUTION NO. 2019-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE MUTUAL AID AGREEMENT WITH BROWARD COUNTY LAW ENFORCEMENT AGENCIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 23 of the Florida Statutes, "Florida Mutual Aid Act," the Coconut Creek Police Department and other Broward County agencies have the authority to enter into a Multi-Agency Homeless Outreach Taskforce; and

WHEREAS, by entering into the attached Mutual Aid Agreement ("Agreement"), the participating agencies will be able to make a coordinated effort to undertake a strategic assessment of operational capabilities to respond to homeless issues; and

WHEREAS, the Agreement is in effect until December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

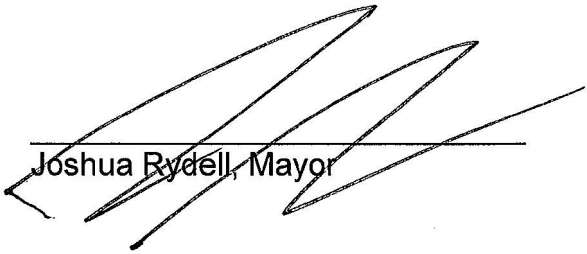
Section 2: That the City Commission hereby approves the Mutual Aid Agreement for the Multi-Agency Homeless Outreach Taskforce among the City of Coconut Creek and Broward County Law Enforcement Agencies.

Section 3: That the City Manager, or designee, is hereby authorized to execute said Mutual Aid Agreement for the Multi-Agency Homeless Outreach Taskforce among the City of Coconut Creek and Broward County Law Enforcement Agencies.

Section 4: That if any clause, section, other part, or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

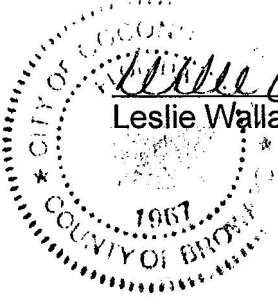
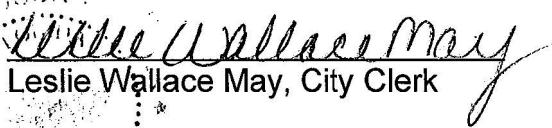
Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 10th day of January, 2019.



Joshua Rydell, Mayor

Attest:

Leslie Wallace May, City Clerk

Rydell Aye
Welch Aye
Tooley Aye
Sarbone Aye
Belvedere Aye

BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

WHEREAS, the below subscribed Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for public safety, 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 homeless populations in Broward County are a significant stakeholder in law enforcement agencies' efforts to combat crime and promote public health and safety; and

WHEREAS, the below subscribed Law Enforcement Agencies have their own individual Homeless Outreach Units and desire to join together in a multi-jurisdictional Unit known as the Broward County Multi-Agency Homeless Outreach Taskforce; and

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 Multi-Agency Homeless Outreach Taskforce for the purposes and goals indicated.

Parties To This Agreement:

- The Broward Sheriff's Office
- The City of Coconut Creek Police Department
- The City of Plantation Police Department
- The City of Margate Police Department
- The City of Pembroke Pines Police Department
- The Town of Davie Police Department
- The City of Lighthouse Point Police Department
- The City of Miramar Police Department

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.

TASKFORCE PURPOSE AND ASSISTANCE TO BE RENDERED

The purpose of this Agreement is declared to be the coordination of a Broward County Multi-Agency Homeless Outreach Taskforce. The Participating Agencies have their own Homeless Outreach Teams. Participating Agency personnel shall undertake a strategic assessment of operational capabilities of participating agencies to respond to homeless issues.

It is the intent of these parties to agree upon common training and support functions in order to develop, coordinate and implement homeless outreach efforts throughout Broward County.

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

JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY

The principal site of Taskforce activity shall be Broward County, Florida. When a Deputy Sheriff/Police Officer is performing duties 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 Taskforce. 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 Taskforce as well as developing agreed upon standards for the Taskforce. 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 Taskforce.

LIABILITY AND COST-RELATED ISSUES

Each Party engaging in any activities 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 activities pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. 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.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services under this Agreement in order to effect the purposes of the Taskforce 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 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 the Taskforce efforts, a designee of the Taskforce 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 Taskforce 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 TASKFORCE MEMBER

When this Agreement is fully executed, a copy shall be provided to each Taskforce member.

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.

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 BSO.

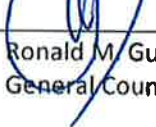

IN WITNESS WHEREOF, the Parties hereto sign on the date specified.

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY


SCOTT J. ISRAEL
Sheriff

Date: 12/4/13

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

By: 
Ronald M. Gunzburger
General Counsel 

**BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE
MUTUAL AID AGREEMENT**

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

For: City of Coconut Creek, Florida

By: 
Mary C. Blasi, City Manager

ATTEST:

By: 
Leslie Wallace May, City Clerk

Approved as to Legal Sufficiency
and Form:

By: 
Terrill C. Pyburn, City Attorney

BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

TOWN OF: DAVIE

BY: MML
(Signature)

 DALE ENGLE
(Print Name)

APPROVED AS TO FORM:

John Rayson
Town John Rayson
City Attorney (Signature)

John Rayson
Town John Rayson
City Attorney (Print Name)

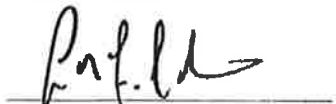
BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

CITY OF FORT LAUDERDALE



Rick Maglione
Chief of Police

12/10/18
Date



Lee R. Feldman
City Manager
Pursuant to Resolution No. 00-24

12/13/18
Date

Approved as to form:

By: 

Bradley H. Weissman
Assistant City Attorney/ Police Legal Advisor

12-5-18
Date

BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

CITY OF: Hallandale Beach

BY: Nydia M. Rafols Sallaberry 12/13/18
(Signature)
Nydia M. Rafols Sallaberry
(Print Name)

APPROVED AS TO FORM:

[Signature]
City Attorney (Signature)

Jennifer Merino
City Attorney (Print Name)

BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

CITY OF: Margate / Florida

BY: 
(Signature)

Samuel A. May
(Print Name)

APPROVED AS TO FORM:


City Attorney (Signature)

JAMES CHEROFF
City Attorney (Print Name)

BROWARD COUNTY MULTI-AGENCY HOMELESS OUTREACH TASKFORCE

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

CITY OF: Pembroke Pines


BY: 
(Signature)

Charles F. Dodge
(Print Name)

BY: _____
(Signature)

(Print Name)

APPROVED AS TO FORM:


City Attorney (Signature)

BROWARD COUNTY
MULTI-AGENCY HOMELESS OUTREACH TASKFORCE
MUTUAL AID AGREEMENT

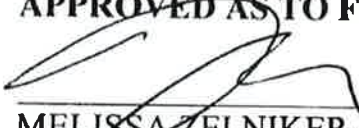
Signature Page of Participating Governmental Entity

CITY OF PLANTATION POLICE DEPARTMENT

BY: 
W. HOWARD HARRISSON, CHIEF OF POLICE

Date: 12-5-18

APPROVED AS TO FORM:


MELISSA ZELNIKER-PRESSER
POLICE LEGAL ADVISOR

Date: 12/5/18