

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
BURGLARY/PROPERTY CRIME APPREHENSION TASK FORCE**

The undersigned Governmental Entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225 (1), and (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 burglary offenses auto thefts, and other property crime related enforcement activities across jurisdictional boundaries ("Task Force Operations") 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 Task Force Operations and related offense enforcement and assistance, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION.

- 1). The undersigned governmental entities recognize the dangers of property crimes, including, but not limited to, burglary, theft and other property related criminal activity and that there is a need for a continuing countywide effort to reduce the amount of criminal activity resulting from such offenses. In rendering law enforcement assistance, the Subscribing Law Enforcement Agencies will assign law enforcement officers as needed to the task force, in a joint effort to address the above-referenced criminal activity. As such, officers assigned to the Task Force are authorized to take any law enforcement action at any location within Broward County, to enforce the laws of the State of Florida, and may issue traffic citations, notices to appear, or make physical arrests as the circumstances warrant in furtherance of Task Force Operations. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Sections 932.701 through 932.706, Florida Statutes, conduct investigations, 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. Officers assigned to the task force shall follow their own agency's pursuit policies. Such officer shall notify the jurisdiction in which the violation occurred of the incident and the action taken at the time it is taken, or as soon thereafter as practicable.
- 2). Municipal law enforcement officers enforcing laws pursuant to this Agreement shall be under the direction, authority and control of the commanding officers of their employing agency. All task force members shall abide by their agencies' policies, including, but not limited to pursuit, use of force, and body worn cameras. If there is

a conflict between a task force members' agency policy and a specific task force operation, the task force supervisor shall resolve the conflict through the task force member agency's chain of command, when practical to do so.

- 3). The day-to-day operation and administrative control of the Task Force will be the responsibility of the Task Force Supervisor, appointed by the Broward County Sheriff's Office. Participating agencies can and are encouraged to provide case information from their jurisdictions to the Task Force Supervisor. Such cases will become Task Force Operations that will be assigned a priority by the Task Force Supervisor.
- 4.) 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.

SECTION II. 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 provide enforcement assistance across jurisdictional boundaries.
- 2) Whenever the employees of one party to this agreement are taking action pursuant to the authority provided for in this Agreement, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of the employee's jurisdictional limits, but in such areas as stated in this Agreement, they shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which he/she is employed.
- 3) Should a subject/arrestee's vehicle need to be towed, it will be towed by the appropriate vendor providing service to the municipality in which the action was taken and the request will be coordinated with the agency having original jurisdiction over the location.
- 4) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 5) Each Subscribing Law Enforcement Agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- 6) 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. 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 to which it is entitled.
- 8) Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Each agency further agrees to indemnify and hold harmless the other subscribing agency, its agents, appointees, employees, designees and representatives from any and all claims, demands, judgments, suits and verdicts, cause and causes of action relating to the actions of its own officers in the performance of this Agreement, subject to the provisions of Section 768.28, Florida Statutes.

SECTION III: FORFEITURE

- 3.1 Unless otherwise agreed to by the Broward Sheriff's Office and an assisting agency, the Broward Sheriff's Office will maintain any seized property and determine whether there is a good-faith basis to initiate forfeiture proceedings related to property seized in the course of the task force investigations relating to this Agreement.
- 3.2 If forfeiture proceedings are initiated on the seized property and a forfeiture judgment is entered, the Broward Sheriff's Office will receive, after deduction of filing expenses, a share, and then shall allocate a proportional share of the currency forfeited or of the proceeds of the forfeiture to each agency that participated in the specific task force operation resulting in the seizure. Each participating agency may request that the other agencies provide information regarding the seized assets which are subject to sharing under this Agreement and information regarding the forfeiture proceedings. Should there be any funds seized pursuant to federal guidelines, each agency will be responsible for submitting their own DAG forms.

SECTION IV: INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties

to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change. In the event that a municipality/agency is self-insured, they shall provide a statement from their risk management indicating that the entity is self-insured, in accordance with Section 768.28, Florida Statutes.

SECTION V: HANDLING OF COMPLAINTS

- 5.1 Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the complaint shall be forwarded to the Task Force Supervisor or his/her designee who shall be responsible for the documentation of said complaint to ascertain at a minimum:
- a. The identity of the Complainant
 - b. The Complainant's phone number, if available
 - c. An address where the complaining party can be contacted
 - d. The specific allegation
 - e. The identity of the task force member accused without regard as to agency affiliation
- 5.2 If it is determined that the accused is an employee of an Assisting Agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the Assisting Agency for review and any action that such agency deems appropriate.

SECTION VI. 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 of Broward County and to the Chief of Police of the remaining member entities.

SECTION VII. DURATION OF AGREEMENT. This Agreement shall be in effect from March 1, 2021 through April 30, 2026, among those governmental entities executing this agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity. Any member agency's withdrawal from this agreement shall not affect the duration of this agreement.

SECTION IX.ADDING ADDITIONAL AGENCIES: Agencies that elect to enter into this Agreement at a later date may do so by executing the Agreement and providing copies to the other agencies to the Agreement.

SECTION X: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for a five year period unless terminated prior thereto by any or all of the parties herein. Any individual agency may

cancel their participation in this task force and terminate this agreement as to their agency upon thirty (30) days written notice to the other participating agencies.

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IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

CITY OF COCONUT CREEK

BY: _____
Karen M. Brooks, City Manager Date

ATTEST:

Joseph J. Kavanagh, City Clerk Date

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date

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GREGORY TONY, SHERIFF OF BROWARD COUNTY

GREGORY TONY
Sheriff

Date: _____

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

By: _____
Terrence O. Lynch, General Counsel