

MUTUAL AID AGREEMENT

SOUTH FLORIDA CRIMINAL APPREHENSION TEAM

WITNESSETH

WHEREAS, the Participating Law Enforcement Agencies shall form the South Florida Criminal Apprehension Team (SFCAT) and are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Participating Law Enforcement Agencies have the authority under section 23.12, Florida Statutes et. seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation across jurisdictional lines and establishing joint operations to combat law enforcement problems; and

WHEREAS, the Participating Law Enforcement Agencies have identified a need to establish a multi-agency organization to address organized retail crime, burglary offenses, auto theft, any felony or misdemeanor approved by the SFCAT and related criminal activity occurring in South Florida.

NOW, THEREFORE, BE IT KNOWN that the undersigned parties, in consideration for mutual promises to render mutual aid, hereby agree as follows:

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

1.1. The Participating Law Enforcement Agencies, set forth in Attachment 1, hereby approve and enter into this Mutual Aid Agreement ("MAA") whereby each may render law enforcement assistance to the other for the purposes of jointly addressing organized retail crime, burglary offenses, auto theft, any felony or misdemeanor approved by SFCAT and related criminal activity which may cross over into a participating law enforcement agency's jurisdictional boundaries. In rendering law enforcement assistance, the Participating Law Enforcement Agencies will assign law enforcement officers as needed to the team, in a joint effort to address such criminal activity.

1.2. In furtherance of such voluntary cooperation, each agency's officers assigned to the SFCAT shall be authorized to provide such assistance in each other participating agency's respective County and/or jurisdictional boundaries and are authorized to take any and all necessary law enforcement action in the investigation, apprehension and arrest of individuals while involved in the SFCAT operations in furtherance of this MAA.

SECTION 2: COMMAND AND SUPERVISOR RESPONSIBILITY

2.1 The personnel and equipment that are assigned by a Participating Agency Head shall be under the immediate control of a supervising officer of the Participating Agency Head and the responsibility for the conduct of the SFCAT members shall remain with their respective participating agency heads. The day-to-day operation and administrative control of the SFCAT will be the responsibility of PBSO. Participating agencies can and are encouraged to provide targets in their jurisdictions and each request will be evaluated and addressed on a priority basis by the SFCAT.

2.2 If a member of a Participating law enforcement agency is involved in a "critical incident" as set forth in Palm Beach County Sheriff's Office (PBSO) General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this MAA, the Participating law enforcement agency and its member agrees to adhere to that General Order. Further, the Participating law enforcement agency agrees that if one of their law enforcement officers is involved in a critical incident in Palm Beach County, the "involved" or "witness" officer will remain at the scene of the critical incident and comply with Palm Beach County Sheriff's Office General Order 522.00.

SECTION 3: CONFLICTS

3.1 Whenever a law enforcement officer is rendering assistance pursuant to this MAA, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure of the Participating Agency is contradicted, contravened or otherwise in conflict with a direct order of a PBSO Supervisor , then such rule, regulation, policy, general order or procedure of the Participating Agency shall control and shall supersede the direct order.

SECTION 4: HANDLING OF COMPLAINTS

4.1 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 MAA, the complaint shall be forwarded to a PBSO 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. An address where the complaining party can be contacted
- c. The specific allegation
- d. The identity of the employees accused without regard as to agency affiliation

4.2 If it is determined that the accused is an employee of a Participating 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 Participating Agency for review and any action that such agency deems appropriate.

SECTION 5: LIABILITY

5.1 Each agency engaging in any mutual cooperation and assistance, pursuant to this MAA, 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 MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Each agency further agrees to indemnify and hold harmless the other participating 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 MAA, subject to the provisions of Section 768.28, Florida Statutes.

SECTION 6: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 Under the terms of this MAA, an employee of a Participating Law Enforcement Agency, 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 MAA, 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 normally employed.

6.2 Each Participating Law Enforcement Agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the MAA 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.

6.3 A political subdivision that furnishes equipment pursuant to this MAA must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

6.4 The Assisting Agency will pay the salary, benefits, overtime and other compensation to its Officers assigned to the SFCAT, including any amounts paid or due for compensation due to personal injury or death while such Officer is engaged in rendering such assistance.

6.5 The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, 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 apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this MAA. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

SECTION 7: FORFEITURE

7.1 The Participating Agency in whose jurisdiction property is seized will maintain the seized property and determine whether there is a good-faith basis to initiate forfeiture proceedings related to property seized by it in the course of the investigations relating to this MAA.

7.2 In cases of overlapping jurisdiction between a County Participating Agency and a Municipality Participating Agency, the municipality shall be responsible for any forfeiture of seized property in accordance with Section 7.1, unless otherwise agreed to by the municipality and the county.

7.3 It is recognized that during the course of the operation of this MAA, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701, et. seq., Florida Statutes, may be seized. Any such property seized, and if forfeited and awarded, shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property including, but not limited to, the complete discretion to bring the action, to dismiss the action, or to settle, pursuant to the provision of the Florida Contraband Forfeiture Act.

SECTION 8: INSURANCE

8.1 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 MAA of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 9: EFFECTIVE DATE

9.1 This MAA shall take effect upon execution and approval by the hereinafter named officials (the "effective date") and shall continue in full force and effect for a one year period unless terminated prior thereto by any or all of the parties herein. The prior Mutual Aid Agreement for the Burglary Apprehension Task Force, and its Addendums, shall cease to be in effect upon the effective date of this Agreement. Any individual agency may cancel their participation in this organization and terminate this MAA as to their agency upon thirty (30) days written notice to the other participating agencies. This MAA will be automatically renewed for consecutive one year periods as to the participating agencies that have not provided a notice of termination as set forth herein.

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

[Remainder of this page intentionally left blank]

ATTEST:

CITY OF DELAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and
legal sufficiency:

By: _____
Darrell K. Hunter, Police Chief

Lynn Gelin, City Attorney

PALM BEACH COUNTY SHERIFF'S OFFICE

Sheriff Ric L. Bradshaw

Date