

**MUTUAL AID AGREEMENT BETWEEN
THE FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF GAMING ENFORCEMENT AND
THE CITY OF DELRAY BEACH, FL**

THIS MUTUAL AID AGREEMENT (the “Agreement”) is entered into as of the _____ day of July, 2026, between the Florida Gaming Control Commission, Division of Gaming Enforcement (“Division”) and the City of Delray Beach, FL (the “Agency”). As used herein, the “Parties” shall mean the Division and Agency; and a “Party” shall mean the Division or the Agency, individually.

WHEREAS, the Delray Beach Police Department is a department of the Agency.

WHEREAS, pursuant to the Florida Mutual Aid Act, sections 23.12-23.127, Florida Statutes (the “Act”), law enforcement agencies can benefit by entering into mutual aid agreements, as such term is defined in section 23.1225, Florida Statutes, with other law enforcement agencies in this state;

WHEREAS, pursuant to section 23.1225, Florida Statutes, such mutual aid agreements permit voluntary cooperation and assistance of a routine law enforcement nature allowing agencies to tackle problems crossing typical jurisdictional lines;

WHEREAS, pursuant to section 16.711, Florida Statutes, the Division is a law enforcement agency within the meaning of the Act;

WHEREAS, pursuant to article VIII, section 1, subsection (d) of the Florida Constitution, and section 30.15, Florida Statutes, the Delray Beach Police Department is a law enforcement agency within the meaning of the Act; and

WHEREAS the Division and Agency desire to enter into a mutual aid agreement to empower the Parties to better detect, investigate, and otherwise combat illegal gambling and all related criminal activities throughout this state.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

- I. **Nature of Law Enforcement Assistance to be Rendered**. Both Parties shall aid one another and jointly endeavor to detect, investigate, apprehend, and make arrests for any alleged violation of chapter 24, part II of chapter 285, chapter 546, chapter 550, chapter 551, or chapter 849, Florida Statutes, and/or any rule adopted pursuant thereto, or any law of this state.

II. Procedure for Requesting and Authorizing Assistance.

- (a) If either Party needs assistance as set forth above in Paragraph I of this Agreement, an authorized representative of the Party requesting assistance shall notify the other Party's agency head or his/her designee from whom such assistance is requested. The agency head or authorized designee of the Party whose assistance is sought shall evaluate the situation and the Party's available resources, consult with his/her supervisors if necessary, and respond in a manner he/she deems appropriate.
- (b) The agency head for the Delray Beach Police Department, and the Executive Director of the Florida Gaming Control Commission may determine who the individuals authorized to lend assistance in his/her jurisdiction, the time period during which such assistance is authorized, and the purpose for which such authority is granted. This authority may be granted either verbally or in writing. The agency contacts are the following:

The City of Delray Beach

Darrell K. Hunter
Chief of Police
Delray Beach Police Department
300 W. Atlantic Avenue
Delray Beach, FL 33444
(561) 243-7800
Hunter@mydelraybeach.com

Florida Gaming Control Commission

L. Carl Herold
Director of Law Enforcement
Florida Gaming Control Commission
4070 Esplanade Way, Suite 250
Tallahassee, FL 32399
(850) 794-8050
Carl.Herold@flgaming.gov

- (c) Should a sworn law enforcement officer representing a Party be in another Party's jurisdiction for matters of routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a felony occurs in the presence of said law enforcement officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law. Should enforcement action be taken, the enforcing Party shall notify the Party having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including, but not limited to, a follow-up written report documenting the event and the actions taken. This Subparagraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the Party having normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent imminent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

- (d) No officer or other appointee shall be empowered under this agreement to operate in the other Party's jurisdiction without prior approval of the agency head having normal jurisdiction. The agency head's decision in these matters shall be final.

III. **Command and Supervisory Responsibility.** When assisting the Division, the Agency's personnel and equipment shall be under the immediate command of an Agency's supervising officer and shall be under the ultimate supervision and command of the Division's agency head or his/her designee. Likewise, when assisting the Agency, the Division's personnel and equipment shall be under the immediate command of a Division's supervising officer and shall be under the ultimate supervision and command of the Agency's Chief of Police or his/her designee.

IV. **Powers, Privileges, and Immunities.**

- (a) Pursuant to section 23.127(1), Florida Statutes, any Party's employee who, pursuant to this Agreement, renders aid outside of that employee's normal jurisdiction but inside this State shall have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's normal jurisdiction.
- (b) The Parties agree to bear their own costs associated with providing aid pursuant to this Agreement. These costs consist of, but are not limited to, employee compensation, including any amounts paid or due for compensation for personal injury or death while the employee is rendering aid pursuant to this Agreement, travel, and any expense or cost incurred in the operation and maintenance of or loss or damage of any equipment, resources, or facilities.
- (c) Pursuant to section 23.127(3), Florida Statutes, the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the ordinary activity of an employee of a Party 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 Agreement. This Subparagraph applies to paid, volunteer, and auxiliary employees.
- (d) Nothing herein shall prevent the requesting Party from requesting supplemental appropriations from its governing authority having budgeting jurisdiction to reimburse the assisting Party for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (e) Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one Party to the other.

V. **Policies, Procedures, and Conflicts.** Whenever an agent, police officer, or other appointee of either Party is rendering assistance pursuant to this Agreement, the agent, police officer, or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. The Parties agree that in the event of a conflict between the Agency's and the Division's rules, regulations, personnel policies, general orders, or standard operating procedures, the Parties will advise each other of the conflict and advise of what actions the Parties' personnel are allowed to perform under their respective policies, general orders, or standard operating procedures. Nothing in this Agreement, however, shall be construed to compromise the powers granted to the Agency under sections 14.022, 30.15, Florida Statutes, the Florida Constitution, or the United States Constitution.

VI. **Complaints.**

- (a) If either Party receives a complaint regarding any cooperative effort stemming from this Agreement, the Party receiving the complaint shall document the following:
 - i. The identity of the complainant.
 - ii. The complainant's address, phone number, and email address.
 - iii. The complainant's specific allegations; and
 - iv. The identity of the subject(s) of the complaint.
- (b) After gathering the information required by Subparagraph VI(a) above, the Party receiving the complaint shall either:
 - i. If the subject(s) of the complaint is employed by the Party receiving the complaint, resolve the complaint according to the Party's rule, regulation, personnel policy, general order, or standard operating procedure for handling such a complaint; or
 - ii. If the subject(s) of the complaint is employed by the Party not receiving the complaint, forward the complaint and all the information required by Subparagraph VI (a) above to the other Party so that Party can resolve the complaint according to that Party's rule, regulation, personnel policy, general order, or standard operating procedure for handling such a complaint.
- (c) Subject to Paragraph V above, if a complaint is received accusing employees of both Parties of wrongdoing, the Parties agree to cooperate and resolve the complaint.

VII. **Liability**. Each Party agrees to assume responsibility for its own acts, omissions, and conduct of its employees' providing assistance or mutual aid as described in this Agreement. This Paragraph shall not constitute a waiver of the Parties' sovereign immunity.

VIII. **Insurance**. Each Party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28 (16)(a), Florida Statutes, in an amount that 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. However, should the insurance coverage provided by any Party be canceled or undergo a material change, that Party shall notify the other Party in writing of such change within 10 days of receipt of notice of actual knowledge of such change.

IX. **Seizure and Disposition of Contraband**.¹

Before any assistance is rendered pursuant to this Agreement, the Agency and the Division shall determine who will be responsible for the forfeiture actions, if applicable. This decision shall be documented in the operational plan. If the Division is responsible for the forfeiture, subsection a. below will apply. If the Agency is responsible for the forfeiture, subsection b. below will apply.

(a) **Division Seizure and Disposition**

- i. If the Division, during the course of rendering assistance pursuant to this Agreement, seizes any real property, vessel, motor vehicle, aircraft, currency, or other contraband article, the Division shall be responsible for maintaining any forfeiture action and shall have the exclusive right to control and the responsibility to maintain such property.
- ii. The Division shall be entitled to 75% of the net value of any property described in Subparagraph IX(a) of this Agreement after all other liens or costs listed in sections 932.7055(3) or (4), Florida Statutes have been satisfied or covered; the Agency shall be entitled to the other 25%.
- iii. The Division shall be responsible for all reports required by section 932.7061, Florida Statutes in connection with this Agreement.

(b) **Agency Seizure and Disposition**

- i. If the Agency, during the course of rendering assistance pursuant to this Agreement, seizes any real property, vessel, motor vehicle, aircraft, currency, or other contraband article, the Agency shall be responsible for maintaining any forfeiture

¹ The terms used in this Paragraph shall have the same meaning as in the Florida Contraband Forfeiture Act. *See generally* §§ 932.701 – 932.7062, Fla. Stat.

action and shall have the exclusive right to control and the responsibility to maintain such property.

- ii. The Agency shall be entitled to 75% of the net value of any property described in Subparagraph IX(a) of this Agreement after all other liens or costs listed in sections 932.7055(3) or (4), Florida Statutes have been satisfied or covered; the Division shall be entitled to the other 25%.
- iii. The Agency shall be responsible for all reports required by section 932.7061, Florida Statutes in connection with this Agreement.

(c) Financial Contacts

- i. The individuals below should be contacted on all financial matters relating to this Agreement:

The City of Delray Beach, FL

Henry M. Dachowitz
Chief Financial Officer
100 NW 1st Ave.
Delray Beach, FL 33444
(561) 243-7115
Finance@mydelraybeach.com

Florida Gaming Control Commission

Lisa Mustain
Director of Administration
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
(850) 794-8027
Lisa.Mustain@flgaming.gov

X. Term and Termination.

- (a) This Agreement shall be effective when signed by all Parties to the Agreement.
- (b) This Agreement shall be effective for three (3) years, unless the Parties agree in writing to extend the term of the Agreement. The Agreement may be extended up to two (2) additional years.
- (c) This Agreement may be terminated by any Party upon 30 days written notice.

XI. Enforcement Costs

Each party shall bear its own costs and expenses, including attorney's fees, associated with the enforcement of this agreement.

XII. Records

Each Party shall maintain all records pertaining to the services delivered under this Agreement in accordance with Chapter 119, Florida Statutes.

- XIII. **Severability**. If any part of this Agreement is determined to be invalid or illegal by any competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.
- XIV. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.
- XV. **Headings; Interpretation**. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as appropriate.

[The remainder of the Agreement has been intentionally left blank.]

