

**MUTUAL AID AGREEMENT**

This is an Agreement, made and entered into on \_\_\_\_\_, by and between:

**CITY OF LIGHTHOUSE POINT, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "Lighthouse Point,"

and

**CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "Pompano Beach,"

and

**BROWARD SHERIFF'S OFFICE**, a law enforcement agency with law enforcement authority within the City of Pompano Beach,

collectively referred to as the "Parties."

**WHEREAS**, the subscribed law enforcement agencies of the cities of Pompano Beach and Lighthouse Point are so contiguously located in relation to each other that it is advantageous for each agency to receive and extend mutual aid to each other 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 City of Pompano Beach contracts with the Broward Sheriff's Office to provide police services for the City; and

**WHEREAS**, the City of Pompano Beach's Exchange Club Park borders the City of Lighthouse Point and is in such proximity to residences located in Lighthouse Point that numerous calls for service are generated by residents of Lighthouse Point for activities occurring within the Park; and

**WHEREAS**, although located within the City of Pompano Beach, per a separate Agreement both the City of Pompano Beach and the City of Lighthouse Point share Exchange Club Park for the use of both their residents; accordingly, each considers said Park to be a facility of their respective municipalities; and,

**WHEREAS**, the **CITY OF POMPANO BEACH**, the **CITY OF LIGHTHOUSE POINT** and the **BROWARD SHERIFF'S OFFICE** have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into: a combined agreement which

permits voluntary cooperation and operational assistance of a routine law enforcement nature that crosses jurisdictional lines and for the rendering of assistance in a law enforcement emergency;

**NOW, THEREFORE**, the parties agree as follows:

**SECTION I**  
**PROVISION FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement, whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violations of Florida statutes, backup services during patrol activities, disturbances and quality of life issues occurring at Exchange Club Park, located at 2800 NE 24<sup>th</sup> Street, Pompano Beach, and any adjacent rights-of-way.

**SECTION II**  
**ASSIGNMENT OF POLICE POWERS**

The City of Pompano Beach does hereby vest in each sworn Police Officer of Lighthouse Point the police powers of the City of Pompano Beach which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such officers. Each sworn officer so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the City of Pompano Beach while performing such law enforcement services. Accordingly, such sworn officers are hereby vested with the power to enforce the ordinances of the City of Pompano Beach, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

**SECTION III**  
**PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE**

In the event that either party shall require assistance as set forth above, an authorized agency representative shall notify the other authorized agency representative from whom such assistance is requested. That authorized agency representative shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in an appropriate and timely manner. Any decision by this representative shall be final. Voluntary cooperation may also be initiated by an on-duty officer who views an in-progress crime or suspected criminal activity in the other cooperating agency's jurisdiction.

**SECTION IV**  
**COMMAND AND SUPERVISORY RESPONSIBILITY**

Any resources or facilities, assigned by the assisting agency, shall be under the immediate command of their designated supervising officer. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

**SECTION V**  
**INDEMNIFICATION/LIABILITY**

To the extent permitted by law, the City of Pompano Beach, the City of Lighthouse Point and the Broward Sheriff's Office shall each be responsible for its own actions and those of its employees. Nothing herein shall be deemed to waive any immunities granted pursuant to Section 768.28, Florida Statutes.

To the extent permitted by law, the City of Lighthouse Point shall indemnify, defend, and hold the City of Pompano Beach, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the City of Lighthouse Point, its employees, agents, servants and to that extent the City of Lighthouse Point shall indemnify the City of Pompano Beach, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the City of Pompano Beach, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the City of Lighthouse Point, its employees, agents, or servants. The City of Lighthouse Point shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

**SECTION VI**  
**POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. Employees of the Lighthouse Point Police Department when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of Lighthouse Point, but inside Broward County, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary 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 equipment, resources, facilities, and services in furnishing such mutual aid.

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

d. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers 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 section and shall apply with equal effect to paid, volunteer, and reserve employees.

**SECTION VII**  
**EFFECTIVE DATE**

a. This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for a period of five (5) years.

b. This Agreement shall be reviewed annually for any necessary changes.

c. This Agreement may be extended for additional five (5) year periods upon written agreement by the parties.

**SECTION VIII**  
**GOVERNING LAW AND VENUE**

Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

**SECTION IX**  
**EMPLOYMENT ELIGIBILITY**

By entering into this Agreements, the Parties becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination.

**SECTION X**  
**CANCELLATION**

This Agreement may be immediately canceled by any party upon delivery of written notice to the other party. Cancellation shall be at the direction of either party, and may not be assigned or delegated to third parties.

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

**BROWARD SHERIFF'S OFFICE**

\_\_\_\_\_  
GREGORY TONY, SHERIFF

Date: \_\_\_\_\_

Approved as to form and sufficiency  
subject to execution by the parties.

By: \_\_\_\_\_  
TERRENCE LYNCH  
GENERAL COUNSEL

**CITY OF LIGHTHOUSE POINT, FLORIDA**

By: \_\_\_\_\_  
KYLE VAN BUSKIRK, MAYOR

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kathryn Sims, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael D. Cirullo, Jr., City Attorney

**“CITY”**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY