
INTEROFFICE MEMORANDUM

TO: JOSEPH LO BELLO, TOWN MANAGER
FROM: BRIAN J. SMITH, CHIEF OF POLICE *BA*
SUBJECT: MODIFICATION TO EXISTING LAW ENFORCEMENT MUTUAL AID AGREEMENT
DATE: JUNE 9TH, 2016

Background:

The Juno Beach Police Department currently operates under a Mutual Aid Agreement with all law enforcement agencies in Palm Beach County. The title of the Mutual Aid Agreement is; "Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation".

Discussion:

The current Mutual Aid agreement has been modified on pages 3 and 5 of the agreement. The modification on page 3 extends the length of time a police agency can make an arrest in another jurisdiction for specific crimes under exigent circumstances. This modification in length of time is from 24 to 72 hours. The change on page 5 is for the term of the agreement, extending the expiration from January 31st, 2017 to January 31st, 2021.

Recommendation:

Staff recommends council approve the modifications to the existing Mutual Aid Agreement

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RESOLUTION 2016-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING A COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT FOR PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND AUTHORIZING THE MAYOR, TOWN MANAGER AND POLICE CHIEF TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is currently a party to a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with other law enforcement agencies throughout Palm Beach County; and

WHEREAS, the Agreement allows the agencies to receive and extend mutual aid in the form of law enforcement services and resources and to render assistance across jurisdictional lines as authorized by the Florida Mutual Aid Act; and

WHEREAS, the current Agreement expires on September 30, 2016, and the Town Council determines that the execution of a renewed Agreement for an additional four-year term is in the best interests of the residents and citizens of the Town of Juno Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The Town Council hereby approves the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor, Town Manager, and Police Chief to execute the Agreement on behalf of the Town.

Section 2. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 3. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Jason Haselkon, Mayor

ATTEST:

Vanessa M. Mutchnik, MMC, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, 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:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) 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 subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency 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 provision so prescribed in this paragraph 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 agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause to arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous ~~twenty-four (24)~~ **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, 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 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.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the 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 administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

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 employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, 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 normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. 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 that equipment.
- E. 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 assistance.
- F. 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 Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. 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 hereto to the other.

SECTION VII: EFFECTIVE DATE.

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until ~~January 31, 2017~~ **January 31, 2021**. On or about ~~September 30, 2016~~ **September 30, 2020**, a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

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

ATTEST:

CITY OF ATLANTIS:

David Kintz, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Haynie, Mayor (date)

Daniel C. Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Steven B. Grant, Mayor (date)

Jeffrey Katz, Chief of Police (date)

Lori LaVerriere, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Cary Glickstein, Mayor (date)

Jeffrey Goldman, Chief of Police (date)

Donald Cooper, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

John Kelly, President (date)

Sean Brammer, Chief of Police (date)

(date)

(date)

TOWN OF GULFSTREAM:

Scott Morgan, Mayor (date)

Garrett J. Ward, Chief of Police (date)

William H. Thrasher, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Bernard Featherman, Mayor (date)

Craig Hartmann, Chief of Police (date)

Beverly M. Brown, Town Manager (date)

(date)

TOWN OF HYPOLUXO:

Dr. Kenneth M. Schultz, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Barbara L. Searls, Town Clerk (date)

(date)

TOWN OF JUNO BEACH:

Jason Haselkorn, Mayor (date)

Brian J. Smith, Chief of Police (date)

Joseph F. Lo Bello, Town Manager (date)

(date)

TOWN OF JUPITER:

Todd R. Woodraska, Mayor (date)

Frank J. Kitzerow, Chief of Police (date)

Andrew D. Lukasik, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

Dr. Daniel J. Comerford III, Mayor (date)

Samuel J. Pruitt, Chief of Police (date)

Samuel J. Pruitt, Town Administrator (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Robert W. Shalhoub, Mayor (date)

William W. Smith, III, Chief of Police (date)

Daniel P. Clark, Town Administrator (date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Deborah Manzo, Town Manager (date)

(date)

TOWN OF MANALAPAN:

David S. Cheifetz, Mayor (date)

Carmen Mattox, Chief of Police (date)

Linda A. Stumpf, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

David B. Norris, Mayor (date)

Richard E. Jenkins, Chief of Police (date)

James P. Kelly, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Geoffrey A. Pugh, Mayor (date)

Hal Hutchins, Chief of Police (date)

Jamie duty Titcomb, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Gail L. Coniglio, Mayor (date)

Kirk W. Blouin, Chief of Police (date)

Thomas G. Bradford, Town Manager (date)

Michael Pucillo, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

Chuck Shaw, Chairman (date)

Lawrence J. Leon, Chief of School Police (date)

Robert M. Avossa, Ed.D., Superintendent (date)

(date)

CITY OF PALM BEACH GARDENS:

Marcie Tinsley, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

Myra Koutzen, Mayor (date)

Duncan Young, Chief of Police (date)

Richard Hoon, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

Bev Smith, Mayor (date)

Thomas Ceccarelli, Chief of Police (date)

Richard Reade, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Thomas Masters, Mayor (date)

Clarence D. Williams, III, Chief of Police (date)

Ruth C. Jones, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Bernice Fischer, Mayor (date)

Carl Webb, Chief of Police (date)

Bob Vitas, Town Manager (date)

(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)

David Aronberg, State Attorney (date)
Fifteenth Judicial Circuit. In and For
Palm Beach County, Florida

(date)

(date)

VILLAGE OF TEQUESTA:

Abby Brennan, Mayor (date)

Christopher Elg, Chief of Police (date)

Michael R. Couzzo, Jr., Village Manager (date)

(date)

CITY OF WEST PALM BEACH:

Jeri Muoio, Mayor (date)

Bryan A. Kummerlen, Chief of Police (date)

Jeff Green, City Administrator (date)

(date)

Attachment I

Atlantis Police Department Boca
Raton Police Department Boynton
Beach Police Department Delray
Beach Police Department Florida
Atlantic University Gulfstream
Police Department Highland Beach
Police Dept. Hypoluxo-Town of
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Beach Shores Police Department
Palm Springs Police Department
Riviera Beach Police Department
South Palm Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department