

RESOLUTION NO. 2019-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA, WHICH PROVIDES FOR MUTUAL AID FOR LAW ENFORCEMENT SERVICES BETWEEN THE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek and the Seminole Tribe of Florida entered into a Mutual Aid Agreement for law enforcement services on May 17, 2016, which expires on May 17, 2019; and

WHEREAS, the City of Coconut Creek and the Seminole Tribe of Florida are so close in relation to each other that it is to the advantage of both parties to extend the Mutual Aid Agreement in the way of law enforcement and resources to adequately respond to multi-jurisdictional criminal and non-criminal activities and emergencies; and

WHEREAS, the City of Coconut Creek and the Seminole Tribe of Florida believe that it is in the best interest of their citizens' health, safety, and welfare to enter into a new Mutual Aid Agreement for law enforcement services effective May 18, 2019, for a duration of three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2: That the City Commission has reviewed and hereby approves the attached Mutual Aid Agreement between the City of Coconut Creek and the Seminole Tribe of Florida.

Section 3: That the City Manager, or designee, is hereby authorized to execute said Mutual Aid Agreement.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall become effective May 18, 2019.

Adopted this 28th day of February, 2019.



Joshua Rydell, Mayor

Attest:


Leslie Wallace May, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>

SEMINOLE TRIBE OF FLORIDA/CITY OF COCONUT CREEK MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES

Page 1 of 9

SEMINOLE TRIBE OF FLORIDA AND CITY OF COCONUT CREEK,
BROWARD COUNTY, FLORIDA COMBINED VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the Seminole Tribe of Florida, a federally recognized Indian tribe under 25 U.S.C §476, on behalf of its Seminole Police Department, ("Tribe") and the City of Coconut Creek, Broward County, Florida ("City"), (individually referred to as a "cooperating agency", collectively referred to as "cooperating agencies").

WITNESSETH:

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act," authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and

WHEREAS, the "Florida Mutual Aid Act" also authorizes law enforcement agencies to enter into operational assistance agreements for the rendering of assistance in a law enforcement emergency; and

WHEREAS, Tribe and City 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) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

WHEREAS, Tribe and City believe it is in the best interest of the health, safety, and welfare of their citizens to enter into a Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for Law Enforcement Services.

NOW, THEREFORE, the parties hereto agree as follows:

I. PROVISION FOR GENERAL VOLUNTARY COOPERATION

Tribe and City hereby approve and enter into this Agreement authorizing each cooperating agency to request and render law enforcement assistance from and to the other in dealing with any violations of certain criminal and non-criminal laws as defined in the Florida Statutes and /or Tribal law to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies,

assaults, burglaries, thefts, motor vehicle thefts, controlled substances violations, back up services during patrol activities, and inter-agency task forces and/or joint investigations.

II. PROVISION FOR GENERAL OPERATIONAL ASSISTANCE

Tribe and City hereby approve and enter into this Agreement authorizing each cooperating agency to request and render law enforcement assistance from and to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, weather related crises and natural disasters, large events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units (such as bomb disposal units or special weapons and tactics units).

III. PROVISIONS FOR SPECIFIC ASSISTANCE

A. In-Progress Crime Assistance

1. When a law enforcement officer from one cooperating agency views a felony or a misdemeanor in progress in the jurisdiction of the other cooperating agency, the law enforcement officer ("originating officer") may effectuate arrest(s) and preserve the crime scene. The originating officer shall immediately, after the scene is secure and any threat to safety is eliminated, notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the arrestee(s) and the crime scene will be relinquished to the first available law enforcement officer from the jurisdiction which the incident occurred. The cooperating agency of the jurisdiction in which the incident occurred, however, with the consent of the originating officer's agency, may allow the originating officer to retain control of the investigation and complete handling of the incident according to established procedures.
2. Any fines and forfeitures shall accrue to the cooperating agency that controls the investigation.

B. Voluntary Investigation

A law enforcement officer may conduct investigations and effectuate arrests within the jurisdiction of the cooperating agency, when the investigations and arrests are related to incidents within the law enforcement officer's jurisdiction. If enforcement action is anticipated, the law enforcement officer shall communicate and coordinate with the coordinating agency regarding the nature of the investigation and the location where enforcement assistance may be needed.

C. Traffic Control Assistance

1. When a traffic accident is reported in which serious injuries are suspected, and the law enforcement agency for the jurisdiction within which the traffic occurred is unable to provide the response to render aid to the injured or prevent further injury, the cooperating agency may be requested to assist. Assistance from the cooperating agency will be limited to necessary first aid and traffic direction, except as otherwise specified in Article III, Section B of this Agreement.

2. Where a traffic accident is imminent without immediate law enforcement intervention due to the (1) failure of automated traffic control devices or (2) the presence of previous traffic accident, assistance may be requested.
3. The cooperative efforts for traffic accidents and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement, except in those situations specified in Article III, Section D of this Agreement. Control of the incident shall be immediately relinquished to the first available law enforcement officer from the agency having jurisdictional responsibility, except in those situations specified in Article III, Section D of this Agreement.

D. Traffic Investigation

1. In addition to having the authority to provide in-progress crime assistance, an on-duty law enforcement officer, while wearing the officer's department-issued uniform and operating a marked police vehicle, may enforce all tribal and state traffic laws and conduct accident investigations of traffic accidents occurring on the streets of the other cooperating agency which are located in viewable proximity of the jurisdictional boundaries of the cooperating agencies.
2. Any on-duty law enforcement officer performing law enforcement activities pursuant to this section shall notify the cooperating agency of the jurisdiction of the law enforcement actions taken as soon as possible.
3. On-duty law enforcement officers performing law enforcement activities pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
4. Any fines or forfeitures shall accrue to the cooperating agency performing law enforcement activities pursuant to this section.
5. "Street" means in this section that area defined in Section 316.003(53), Florida Statutes, as may be amended.
6. "Streets of the other cooperating agency which are located in viewable proximity of the jurisdictional boundaries of the cooperating agencies" means, in this section, a street located outside the jurisdictional boundaries of the law enforcement officer's employing agency and within the jurisdiction of the other cooperating agency that is in such close proximity to the jurisdictional boundaries of the cooperating agencies that the law enforcement officer could observe, with the use of ordinary sight during daylight hours and under clear weather conditions, the incident giving rise to law enforcement activities pursuant to this section.

E. Inter-Agency Joint Task Forces

1. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all applicable tribal and state laws while engaged in the joint task force operation and shall take enforcement action in accordance with applicable law.

2. Law enforcement officers assigned to joint task force operation pursuant to this Agreement shall be under the supervision of those individuals specified in the joint task force operational plan approved by the cooperating agencies.
3. "Joint Task Force" means, in this section, those task forces composed of law enforcement officers from Tribe and City that are intended to address major law enforcement problems that cross the jurisdictional lines of the cooperating agencies, and are assembled through a joint task force operational plan approved by the cooperating agencies.

IV. GENERAL PROCEDURE FOR REQUESTING ASSISTANCE

- A. In the event that a cooperating agency is in need of assistance as set forth above, the request for assistance shall be made to the head (or his/her designee) of the cooperating agency from which assistance is requested by an authorized representative of the agency requesting assistance. The cooperating agency's head (or his/her designee) shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in the manner he/she deems appropriate.
- B. The head of the cooperating agency 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.
- C. If a law enforcement officer is in the cooperating agency's jurisdiction for matters of a 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 violation of state or tribal law occurs in the presence of the law enforcement officer representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with applicable law. If enforcement action is taken, the officer shall notify the cooperating agency having normal jurisdiction and, upon arrival of the cooperating agency having normal jurisdiction, turn the situation over to the cooperating agency having normal jurisdiction and offer any assistance requested including, but not limited to a follow-up written report documenting the event and the actions taken. *This provision is not intended to grant federal 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, or secure apprehension of criminals whom the law enforcement officer may encounter.*
- D. No law enforcement officer shall be empowered under this agreement to operate in the jurisdiction of the other cooperating agency without prior approval of the head of the cooperating agency having normal jurisdiction.

- E. The decision of the head of the cooperating agency having normal jurisdiction in these matters shall be final.

V. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. The personnel and equipment assigned by the head of the assisting cooperating agency shall be under immediate command of a supervising officer designated by head of the assisting cooperating agency. Such supervising officer shall be under the direct supervision and command of the head (or his/her designee) of the cooperating agency requesting assistance.
- B. **Conflict:** 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 the employing cooperating agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contraindicated, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting cooperating agency, then such rule, regulation, personnel policy, general order procedure shall control and shall supersede the direct order.
- C. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of assistance pursuant to this Agreement, the head of the requesting cooperative agency (or his/her designee) shall be responsible for ascertaining for the documentation of said complaint the following information, at a minimum:
 - 1. The identity of the complainant;
 - 2. An address where the complaining party can be contacted;
 - 3. The specific allegation; and
 - 4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting cooperating agency, the above information, along with all pertinent information gathered and documented during the receipt and processing of the complaint, shall be forwarded without delay to the head of the assisting cooperating agency (or his/her designee) for administrative review. The requesting cooperating 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 cooperating agency violated any of the policies or procedures of their cooperating agency.

VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Law enforcement officers of the cooperating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits and under the terms of this Agreement, shall have the same powers, duties, rights, privileges and immunities as if the

SEMINOLE TRIBE OF FLORIDA/CITY OF COCONUT CREEK MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES

Page 6 of 9

officers were performing duties inside the normal jurisdiction of their cooperating agency, including protection of federal, state, and tribal laws, as applicable.

- B. Each cooperating agency agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as set forth above; provided, however, that no cooperating agency, in rendering such assistance, shall be required to unreasonably deplete its personnel, equipment, resources, facilities, and services.
- C. A cooperating agency that furnishes equipment pursuant to this Agreement 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.
- D. A cooperating agency providing assistance pursuant to this Agreement shall compensate its employees during the time such assistance is rendered and shall defray the actual travel and maintenance expenses of its law enforcement officers while they are rendering such assistance, including any amounts paid or due for compensation as a result of personal injury or death while such law enforcement officers are engaged in rendering such assistance. *However, the requesting cooperating agency may compensate the assisting cooperating agency during the time of the rendering of such assistance and, if doing so, the requesting cooperating agency shall defray the actual travel and maintenance expenses of such officers while they are rendering such assistance, including any amounts paid or due for compensation as a result of personal injury or death while such law enforcement are engaged in rendering such assistance.*
- E. The privileges and immunities from liability, exemption from applicable laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits applicable to the activity of a law enforcement officer of an cooperating agency when performing his/her duties within the normal jurisdictional limits of the officer's cooperating agency apply to the law enforcement officer to the same degree, manner, and extent while engaged in rendering assistance pursuant to this Agreement.
- F. Nothing herein shall prevent the requesting cooperating agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting cooperating agency for any actual costs or expenses incurred by the assisting cooperating agency in rendering assistance pursuant to this Agreement.
- G. Nothing in this Agreement is intended to be construed as any transfer or contracting away of the powers or functions of one cooperating agency to the other.

VII. GENERAL TERMS

- A. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency, but if such act was not

ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by applicable law, to indemnify and hold the other harmless of and from any claims, lawsuits, and/or causes of action arising out of the acts, omissions, and conduct of its own officers. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity as to the Tribe or County.

- B. **Term:** This Agreement shall be effective and binding upon the cooperating agencies from May 18, 2019 and shall continue in full force and effect for three (3) years until May 17, 2022.
- C. **Amendment/Modification:** This Agreement may only be amended or modified by a writing executed by both cooperating agencies.
- D. **Termination:** Either cooperating agency may terminate this Agreement without liability to the other cooperating agency by providing written notice of such withdrawal no less than thirty (30) calendar days prior to the date of termination.
- E. **Public Records:** City is a public agency subject to Chapter 119, Florida Statutes. Tribe is a federally recognized sovereign tribal government; therefore, Chapter 119, Florida Statutes does not apply to records maintained solely by Tribe. To the extent Tribe is acting on behalf of the City, Tribe shall:
 - a) Provide all public records to the City that were generated or obtained by the Tribe while performing services for the City pursuant to the terms of this Agreement. However, Tribe may maintain duplicates of these records in compliance with its records retention policies.
 - b) The failure of Tribe to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement.

VIII. FORFEITURE PROVISIONS

- A. In the event a cooperating agency seizes any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to the Florida Contraband Forfeiture Act, or the applicable tribal standards during the performance of this Agreement, the requesting cooperating agency, in the case of requested operational assistance, and the seizing cooperating agency, in the case of voluntary cooperation, shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes and/or tribal law, as applicable. The cooperating agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with

Chapter 932, Florida Statutes and/or tribal law, as applicable, to include but not be limited to, the complete discretion to bring the action or dismiss the action.

- B. All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall accrue to the cooperating agency that controls the investigation.

IX. LIABILITY

Each cooperating agency engaging in any assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of their law enforcement officers while engaged in activities pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, and the Federal Tort Claims Act, Title 28, Chapter 171, as applicable.

X. LIABILITY INSURANCE

Tribe and City shall provide satisfactory proof of liability insurance. City's satisfactory proof of liability insurance shall be by one or more of the means specified in Section 768.28 (16) (a), Florida Statutes. The amount of liability insurance shall be at least adequate to cover the risk to which Tribe or City may be exposed. If the insurance coverage, however provided, of Tribe or City is cancelled or undergoes material change, that cooperating agency shall notify the other cooperating agency of such change within ten (10) calendar days of receipt of notice or actual knowledge of such change.

XI. CONFLICT

This Agreement is intended to provide additional authority to the Tribe and the City's law enforcement officers of the Tribe and County. In any conflict between the language of this Agreement and any other Agreement, this Agreement shall prevail.

SIGNATURES ON FOLLOWING PAGE

SEMINOLE TRIBE OF FLORIDA/CITY OF COCONUT CREEK MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES

Page 9 of 9

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified at Hollywood Seminole Indian Reservation and Broward County, Florida.

SEMINOLE TRIBE OF FLORIDA

BY: Marcellus W. Osceola, Jr.
Marcellus W. Osceola, Jr.
Chairman of the Tribal Council

DATE: 5/6/19

ATTEST: LaVonne Rose
LaVonne Rose, Secretary

CITY OF COCONUT CREEK

BY: Mary C. Blasi
Mary C. Blasi
City Manager

DATE: 2/28/2019

ATTEST: Leslie Wallace May
Leslie Wallace May
City Clerk

DATE: 2/28/2019

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Terrill C. Pyburn
Terrill C. Pyburn, Esq.
City Attorney

DATE: 2/28/19