

RESOLUTION NO. 2014 - 41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE BROWARD COUNTY SHERIFF RELATING TO TRAFFIC ENFORCEMENT ACTIVITIES ACROSS JURISDICTIONAL BOUNDARIES; PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statute 23.1225 referred to as the "Florida Mutual Aid Act" provides for agreements between two or more law enforcement agencies for the purpose of voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, an agreement between the City of Coconut Creek and the Broward County Sheriff providing for traffic enforcement activities across jurisdictional boundaries in certain defined circumstances will serve the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of Coconut Creek;

WHEREAS, the Law Enforcement Mutual Aid Agreement for Traffic Enforcement attached hereto as Exhibit "A" specifies the conditions and procedures under which traffic enforcement and assistance across the City and Broward County jurisdictional boundaries shall be provided;

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

Section 1: That the City Commission has reviewed and approves the attached Law Enforcement Mutual Aid Agreement for Traffic Enforcement between the City and the Broward County Sheriff and hereby authorizes the City Manager or her designee to execute the Mutual Release on behalf of the City.

Section 2: That this Resolution shall take effect immediately upon its adoption.

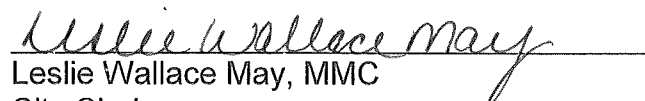
Adopted this 26th day of June, 2014 on a motion
by Vice Mayor Tooley and seconded by Commissioner Belvedere.

Ayes 4
Nays 0
Absent or
Abstaining 1



Lisa K. Aronson, Mayor

Attest:



Leslie Wallace May, MMC
City Clerk

Aronson Aye
Tooley Aye
Sarbone Aye
Belvedere Aye
Welch Absent

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
TRAFFIC ENFORCEMENT**

The undersigned Governmental Entities in Broward County, Florida, together establish this Mutual Aid Agreement pursuant to Section 23.1225 (1), (2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following Agreement covering traffic enforcement activities across jurisdictional boundaries in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity. This Agreement shall be separate and apart from the current Countywide Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

The undersigned Governmental Entities agree to permit traffic enforcement and assistance, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

I. ENFORCEMENT OF TRAFFIC LAWS.

- A. The undersigned governmental entities recognize the dangers of aggressive and dangerous driving and that there is a need for a continuing countywide effort to reduce the number of traffic related incidents and fatalities. As such, when an officer of a municipality observes a traffic infraction occurring in that officer's presence at any location within Broward County, the municipal officer may take appropriate action to enforce the traffic laws of the State of Florida, and may issue traffic citations, notices to appear, or make physical arrests as the circumstances warrant. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Chapter 932.701-706, Florida Statutes, and/or take action that is necessary and appropriate to protect the safety of the public as may be appropriate under the circumstances. Nothing in this Agreement is intended to broaden the pursuit policies of the agencies involved. Such officer shall notify the jurisdiction in which the violation occurred of the incident and the action taken at the time it is taken, or as soon thereafter as practicable.
- 1) It is the intent of the undersigned governmental entities that Subsection A apply to on-duty and off-duty Law Enforcement Officers, while in properly equipped patrol vehicles, employed by the undersigned entities, subject to the specific rules and regulations as promulgated by each agency concerning its operations pursuant to this Agreement.
- B. Municipal law enforcement officers enforcing traffic laws pursuant to this Agreement shall be under the direction, authority and control of the commanding officers of their employing agency.

- C. All fines and/or fess shall accrue to the jurisdiction in which the offense was committed. Each ticket issued by municipal law enforcement officers shall clearly indicate the city and/or unincorporated area in which the offense occurred. Distribution of fines is generally governed as follows, pursuant to the Broward County Clerk of the Courts Office:

For disbursements related to the ticketing police officer's municipality/agency and the municipality where the ticket was issued, funds are disbursed as follows:

1. a \$2.00 fee is disbursed to the police officer's municipality/agency pursuant to section 318.18(11)(d) and 938.15, Florida Statutes, and
2. an amount equal to 50.8% of the remainder of the civil penalty imposed is disbursed to the municipality where the ticket was issued, pursuant to section 318.21(2)(g)2, Florida Statutes.

Consequently, a disbursement is made to **both** the ticketing police officer's municipality/agency and to the municipality where the infraction occurred.

- D. The proceeds of any forfeiture action arising out of action taken pursuant to this Agreement shall be shared equally between the agency taking the action and the agency having original jurisdiction. It shall be the responsibility of the agency taking action pursuant to this Agreement to prosecute any forfeiture proceedings, Pursuant to Ch. 932.7055, Florida Statutes, the costs of the forfeiture proceedings shall be deducted from the net proceeds of any settlement or award of forfeiture.
- E. This Agreement shall constitute an ongoing request for assistance between the parties and no other formal request for assistance shall be necessary prior to taking any action contemplated herein.
- F. Terms and Procedures:
- 1) The Chief of Police of the agency, or designee, shall have the sole authority to determine whether personnel from that agency provide traffic enforcement assistance across jurisdictional boundaries.
 - 2) An officer taking action pursuant to this Agreement shall notify the agency having original jurisdiction as soon thereafter as possible, preferably while on scene. Additionally, the Broward Sheriff's Office Communications Division will be notified of the action taken by the municipal officer within 24 hours of the traffic stop made pursuant to this Agreement.
 - 3) Whenever the employees of one party to this Agreement are taking action pursuant to the authority provided for in this Agreement, such employees

shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.

- 4) To facilitate this process while at the same time prioritizing officer safety, radio communications will initially occur on the officer's home radio channel. The 911 Center, hereinafter referred to as Dispatch, will assist when requested to coordinate transferring subsequent communications to the agency having jurisdiction at the location of the traffic stop to ensure coordination between the agencies. Dispatch shall also have available court date information for the jurisdiction where the stop took place, and any citations issued will be returnable to the appropriate court facility for the jurisdiction in which the stop occurred.

Dispatch, as well as the initiating officers, should remain keenly aware and vigilant in identifying an accurate location for the stop so that officers from the home jurisdiction can respond in a timely fashion.

Should a subject/arrestee's vehicle need to be towed, it will be towed by the appropriate vendor providing service to the municipality in which the stop was made and the request will be coordinated with the agency having original jurisdiction over the location of the stop.

- 5) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 6) Each agency shall be responsible for bearing any cost associated with the loss or damage to any equipment or property used during action taken pursuant to this Agreement.
- 7) Each agency shall bear all costs associated with any negligent act or omission taken by an employee of their own agency. Nothing herein is intended as a waiver of sovereign immunity to which any party may be entitled.
- 8) Each agency shall promulgate rules and regulations concerning its operations pursuant to this Agreement.

II. **SEVERANCE/TERMINATION**. Any of the undersigned governmental entities shall have the unconditional right to withdraw from this agreement upon giving a thirty (30) day written notice to the Sheriff of Broward County and to the Chief of Police of the remaining member entities.

III. **DURATION OF AGREEMENT**. This Agreement shall be in effect from May 1, 2014 through April 30, 2019, among those governmental entities executing this

agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity.

IV. ADDING ADDITIONAL AGENCIES: Agencies that elect to enter into this Agreement at a later date may do so by executing the Agreement and providing copies to the other agencies to the Agreement.

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LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

WITNESSES:

Janice Ruesling
Mark C. Ruddy

(CORPORATE SEAL)

CITY OF: Coconut Creek

BY: Mary C. Blasi
(Signature)

Mary C. Blasi
(Print Name)

City Manager
(Official Title)

ATTEST:

Leslie Wallace May
City Clerk (Signature)

Leslie Wallace May, MMC
City Clerk (Print Name)

APPROVED AS TO FORM:

Terrill C. Pyburn
City Attorney (Signature)

Terrill C. Pyburn
City Attorney (Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: Mary C. Blasi, City Manager
(Insert Names and Official Titles)

of the City of Coconut Creek, a municipal corporation of Florida, and
acknowledged they executed the foregoing Agreement as the proper official of the City of
Coconut Creek and the same is the act and deed of the City of Coconut Creek

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Coconut Creek, in the State and County aforesaid on this, the 26 day of
June, 2014.

(SEAL)

Jacquelyn Cook
Notary Public
My Commission Expires:

