

**RESOLUTION NO. 2023-071**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERAGENCY AGREEMENT BETWEEN THE CITY OF COCONUT CREEK POLICE DEPARTMENT AND THE PANAMA CITY BEACH POLICE DEPARTMENT, WHICH PROVIDES FOR THE SHARING OF LICENSE PLATE READER EXTRACT FILES BETWEEN THE PARTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Coconut Creek Police Department (CCPD) and the Panama City Beach Police Department (PCBPD) are both criminal justice agencies; and

**WHEREAS**, the PCBPD receives license plate-based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), known as LPR extracts; and

**WHEREAS**, by signing this agreement, the City of Coconut Creek will be able to continue to receive the LPR extracts from PCBPD up to eight times per day.

**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.

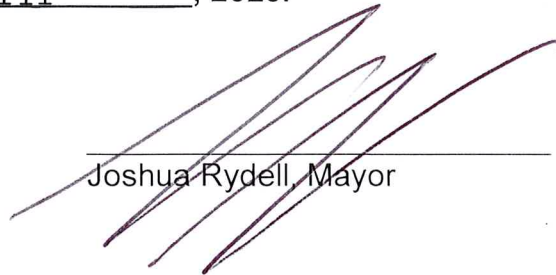
**Section 2:** That the City Commission has reviewed and hereby approves the Interagency Agreement between the City of Coconut Creek and the Panama City Beach Police Department for information sharing and use of LPR extract files for criminal justice purposes.

**Section 3:** That the City Manager, or designee, is hereby authorized to execute said Interagency 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.

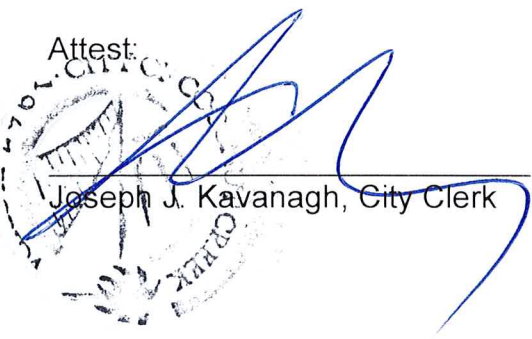
**Section 5:** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 27th day of April, 2023.



Joshua Rydell, Mayor

Attest:



Joseph J. Kavanagh, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Railey	<u>Aye</u>
Brodie	<u>Aye</u>
Wasserman	<u>Aye</u>

Eusebio  
Talamantez, Jr.  
Chief of Police



Chad Lindsey  
Deputy Chief of Police



**"Dedicated to Excellence"**

17115 Panama City Beach Parkway, Panama City Beach, Florida

Phone: (850) 233-5000 Fax: (850) 233-5013

[www.beachpolice.org](http://www.beachpolice.org)

INTERAGENCY AGREEMENT BETWEEN PANAMA CITY BEACH POLICE DEPARTMENT AND

The City of Coconut Creek FOR INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The PANAMA CITY BEACH POLICE DEPARTMENT hereafter referred to as CJA, and the The City of Coconut Creek, hereafter referred to as CJA2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CJA receives license plate-based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, The CJA2 wishes to routinely receive the LPR extracts from CJA for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

NOW THEREFORE, the parties agree as follows,

1. The CJA2 shall receive the updated LPR extracts from the CJA via an existing integration between CJA and contracted LPR vendor (FLOCK) eight times per day.
2. The CJA will provide the CJA2 with the LPR extracts at no cost to the CJA2.
3. The CJA2 agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. To the extent provided by the laws of Florida, the CJA2 agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
5. Both CJA and CJA2 have an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline.

Captain Wayne Maddox  
Field Services

Captain Jason Jones  
Criminal Investigations

Captain Richard McClanahan  
Administration

Captain John Deegins  
Criminal Intelligence

*Home of the world's most beautiful beaches.*

6. Either party may terminate this agreement upon thirty (30) days written notice, except that the CJA may terminate this agreement immediately and without notice upon finding that the CJA2 has violated the terms of this agreement.

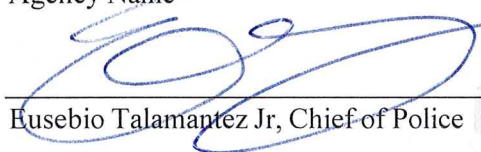
This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

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**PANAMA CITY BEACH POLICE DEPARTMENT (CJA)**


Agency Name

  
Eusebio Talamantez Jr, Chief of Police

5/11/2023

Date

**WITNESS**

  
Witness Name and Title

Adnan Asad

5-16-23

Date

City of Coconut Creek (CJA2)

Agency Name

  
Agency Head and Title – Karen M. Brooks, City Manager

4/27/23

Date

Witness Name and Title – Joseph J. Kavanagh, City Clerk

4/27/2023

Date

**APPROVED AS TO FORM**

  
Terrill C. Pyburn, City Attorney

04/27/23

Date

Captain Wayne Maddox  
Field Services

Captain Jason Jones  
Criminal Investigations

Captain Richard McClanahan  
Administration

Captain John Deegins  
Criminal Intelligence