

RESOLUTION NO. 2019-078

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 FOR TRAFFIC ENFORCEMENT WITH BROWARD COUNTY LAW ENFORCEMENT AGENCIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 23.1225(1), (2), Florida Statutes, known as the Florida Mutual Aid Act, the Coconut Creek Police Department and other Broward County agencies have the authority to enter into a mutual aid agreement for traffic enforcement; and

WHEREAS, by entering into a mutual aid agreement, the participating agencies will be able to join together to provide operational assistance for traffic enforcement activities across jurisdictional boundaries, critical to the effective and efficient provision of public safety; and

WHEREAS, it is to the advantage of the Coconut Creek Police Department to receive and extend mutual aid in the form of traffic enforcement activities across jurisdictional boundaries with other Broward County Law Enforcement Agencies; and

WHEREAS, the Agreement shall remain effective until April 30, 2023.

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 hereby approves the attached mutual aid agreement for traffic enforcement among the City of Coconut Creek and Broward County Law Enforcement Agencies.


Section 3: That the City Manager, or designee, is hereby authorized to execute said agreement among the City of Coconut Creek and Broward County Law Enforcement

Agencies.

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.

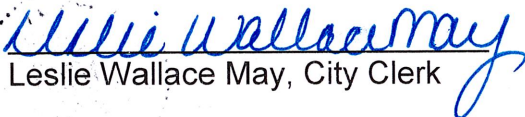
Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 28th day of March, 2019.




Sandra L. Welch, Mayor

Attest:



Leslie Wallace May, City Clerk



Welch Aye
Sarbone Aye
Tooley Aye
Belvedere Aye
Rydell Aye

**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 twenty-four 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, 2019 through April 30, 2023, among those governmental entities executing this

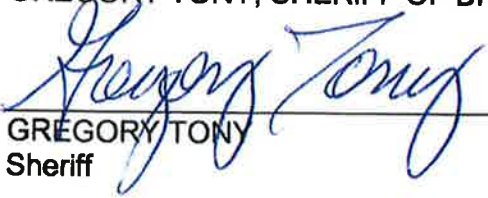
agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity.

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

GREGORY TONY, SHERIFF OF BROWARD COUNTY



GREGORY TONY
Sheriff

Date: 3/21/19

Approved as to form and legal sufficiency subject to execution by the parties:

By: 

Terrence O. Lynch, General Counsel
LF

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

CITY OF COCONUT CREEK

BY: Mary C. Blasi 4/2/19
Mary C. Blasi, City Manager / Date

(CORPORATE SEAL)

ATTEST:

Leslie Wallace May 4/2/19
Leslie Wallace May, City Clerk / Date

APPROVED AS TO FORM:

Terrill C. Pyburn 4/1/19
Terrill C. Pyburn, City Attorney / Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

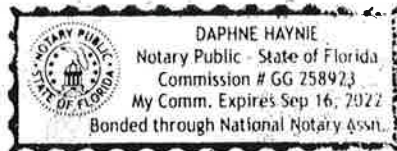
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, did personally appear: Mary C. Blasi, City Manager
(Insert Names and Official Titles)

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 2nd day of April, 2019.

(SEAL)

Daphne Haynie
Notary Public
My Commission Expires:



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

WITNESSES:

[Signature]
[Signature]

(CORPORATE SEAL)

CITY OF: Coral Springs

BY: [Signature]
(Signature)

Clyde H. Parry
(Print Name)

chief of Police
(Official Title)

ATTEST: [Signature]
City Clerk (Signature)

Debra Thomas
City Clerk (Print Name)

APPROVED AS TO FORM:

[Signature]
City Attorney (Signature)

Andrew Donkiel
Asst. 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: Clyde Parry, Chief of Police
(Insert Names and Official Titles)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Coral Springs, in the State and County aforesaid on this, the 27th day of March, 2019.


(SEAL)



[Signature]
Notary Public
My Commission Expires:

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

DAVIE POLICE DEPARTMENT

BY: 
(Signature)

DALE ENGLE

CHIEF OF POLICE

Date: 2-3-19

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
TRAFFIC ENFORCEMENT

CITY OF FORT LAUDERDALE



Rick Maglione
Chief of Police

3/6/19
Date


Christopher J. Lagerbloom
City Manager
Pursuant to Resolution No. 00-24

030819
Date

Approved as to form:

By: 
Bradley H. Weissman
Assistant City Attorney/ Police Legal Advisor

3-5-19
Date

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

WITNESSES:

(CORPORATE SEAL)

CITY OF: Hallandale Beach

BY: _____
(Signature)

Greg Chavarria
(Print Name)

Interim City Manager
(Official Title)

ATTEST: _____
City Clerk (Signature)

Jenorgen M. Guillen
City Clerk (Print Name)

APPROVED AS TO FORM: _____
City Attorney (Signature)

Jennifer Maricao
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: _____

(Insert Names and Official Titles)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Hallandale Beach, in the State and County aforesaid on this, the 11 day of
March, 2019.

(SEAL)



Christopher J. Talmadge
Notary Public

My Commission Expires:

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

WITNESSES:

William M. Sereda
William M. Sereda

(CORPORATE SEAL)



CITY OF: Hillsboro Beach

BY: Deborah L. Tarrant
(Signature)

Deborah L. Tarrant
(Print Name)

Mayor
(Official Title)

ATTEST:

Sherry D. Henderson
City Clerk (Signature)

Sherry D. Henderson
City Clerk (Print Name)

APPROVED AS TO FORM:

[Signature]
City Attorney (Signature)

O.J. Dooey
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: Deborah L. Tarrant - Mayor
(Insert Names and Official Titles)

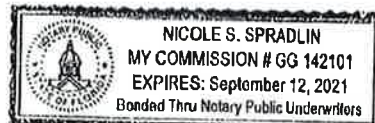
of the City of Hillsboro Beach, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper official of the City of Hillsboro Beach and the same is the act and deed of the City of Hillsboro Beach

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Hillsboro Beach, in the State and County aforesaid on this, the 5 day of MARCH, 2019.

[Signature]
Notary Public

My Commission Expires:

(SEAL)



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

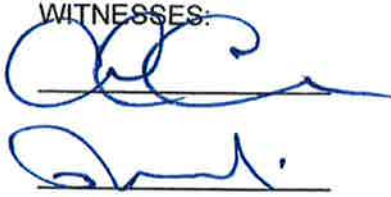
ROSS LICATA, CHIEF OF POLICE
CITY OF LIGHTHOUSE POINT

A handwritten signature in cursive script, appearing to read "Ross Licata", written over a horizontal line.

ROSS LICATA
Chief of Police

Date: 3/11/19

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


WITNESSES:



(CORPORATE SEAL)

CITY OF: Margate

BY: 
(Signature)
Samuel A. May
(Print Name)

City Manager
(Official Title)

ATTEST:

City Clerk (Signature)
Joseph J. Kavanaugh, MMC
City Clerk (Print Name)

APPROVED AS TO FORM:

City Attorney (Signature)
Shana Blideman
City Attorney (Print Name)

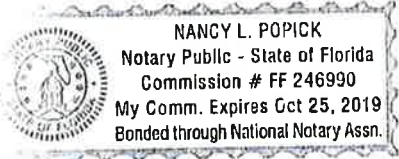
STATE OF FLORIDA)
COUNTY OF BROWARD)

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Margate, in the State and County aforesaid on this, the 7th day of March, 2019.

(SEAL)





Notary Public
My Commission Expires: 10/25/19

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

CITY OF MIRAMAR, FLORIDA


for.

By:



Vernon E. Hargray, City Manager

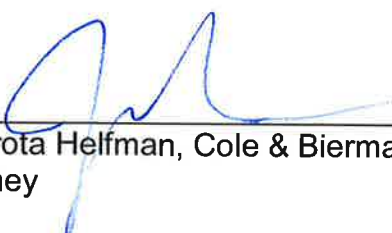
ATTEST:



Denise A. Gibbs, CMC, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By



Weiss Serota Helfman, Cole & Bierman, P.L.
City Attorney

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

WITNESSES:

Bonnie [Signature]
Joseph [Signature]

(CORPORATE SEAL)

CITY OF PLANTATION

BY: [Signature]
(Signature)

W. Howard Harrison
(Print Name)

Chief of Police
(Official Title)

ATTEST:

[Signature]
City Clerk (Signature)

Susan Slattery
City Clerk (Print Name)

APPROVED AS TO FORM:

[Signature]
Police Legal Advisor (Signature)

Melissa Zelniker-Presser, Esq.
Police Legal Advisor (Print Name)

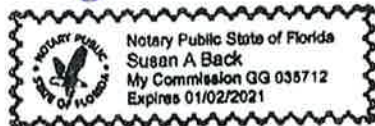
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
did personally appear: W. Howard Harrison Chief of Police, Susan K Slattery, City Clerk
(Insert Names and Official Titles)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of
Plantation, in the State and County aforesaid on this, the 17th day of
February, 2019.

(SEAL)



[Signature]
Notary Public
My Commission Expires: 1/2/21

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

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

(CORPORATE SEAL)

VILLAGE OF: SEA RANCH LAKES

BY: [Handwritten Signature]
(Signature)

Alex Soto
(Print Name)

Mayor
(Official Title)

ATTEST:

[Handwritten Signature]
VILLAGE Clerk (Signature)

Starr Paton
VILLAGE Clerk (Print Name)

APPROVED AS TO FORM:

[Handwritten Signature]
Village Attorney (Signature)

O. J. Doody
Village Attorney (Print Name)

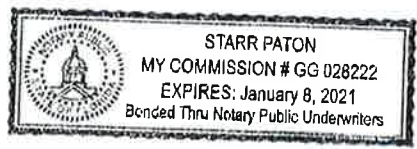
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, did personally appear: Alexander Soto Mayor + O. J. Doody City Attorney
(Insert Names and Official Titles)

of the City of Sea Ranch Lakes, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper official of the City of Sea Ranch Lakes and the same is the act and deed of the City of Sea Ranch Lakes.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Sea Ranch Lakes, in the State and County aforesaid on this, the 14th day of March, 2019.

(SEAL)



[Handwritten Signature]
Notary Public
My Commission Expires: 1/8/2021

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

INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

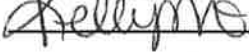
WITNESSES:

CITY OF WILTON MANORS



Vincent Attanasio

Print Name



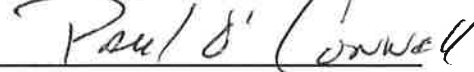
Kelly Ajo

Print Name

Print Name

BY: 

(Signature)



Paul O'Connell, Chief of Police

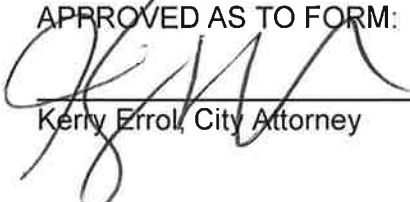
(CORPORATE SEAL)

ATTEST:



Faith Lombardo, City Clerk

APPROVED AS TO FORM:



Kerry Errol, City Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, did personally appear: Paul O'Connell, Chief of Police of the City of Wilton Manors, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Wilton Manors and the same is the act and deed of the City of Wilton Manors.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Wilton Manors, in the State and County aforesaid on this, the 4 day of October, 2019.



(SEAL)



Notary Public
My Commission Expires: 11/12/19

**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 with the exception that any traffic enforcement on Federal Reservation and trust land by the Broward Sheriff's Office will require approval from Miccosukee Business Council or designated representative available at the time.

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 observes a traffic infraction occurring in that officer's presence at any location within Broward County, the 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 officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Sections 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. 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 fees shall accrue to the jurisdiction in which the offense was committed. Each ticket issued by 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 Sections 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 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 hereinwith the exception that any traffic enforcement on Federal Reservation and trust land by the Broward Sheriff's Office will require approval from the Miccosukee Business Council or designated representative available at the time.
- 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 officer within twenty-four 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.** The term of this Agreement shall become effective upon full execution by both parties through April 30, 2023, 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

GREGORY TONY, SHERIFF OF BROWARD COUNTY

DocuSigned by:

Gregory Tony

895FAB8CB115487

GREGORY TONY
Sheriff

Date: 12/3/2020 | 19:46 PM EST

Approved as to form and legal
sufficiency subject to execution
by the parties:

DocuSigned by:

Terrence Lynch

84C9E584DDE84B3

By:


Terrence O. Lynch, General Counsel

DS

ALF

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

MICCOSUKEE POLICE DEPARTMENT

BY 
(Signature)

PETTES OSCEOLA, JR., LAWMAKER
MICCOSUKEE BUSINESS COUNCIL

Date: 12-8-20