

**MEMORANDUM OF AGREEMENT BY AND BETWEEN**  
**SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY, FLORIDA**

**AND**

**COCONUT CREEK POLICE DEPARTMENT, FORT LAUDERDALE POLICE DEPARTMENT, LIGHTHOUSE POINT POLICE DEPARTMENT, HILLSBORO BEACH POLICE DEPARTMENT, MARGATE POLICE DEPARTMENT, MIRAMAR POLICE DEPARTMENT, CORAL SPRINGS POLICE DEPARTMENT, SUNRISE POLICE DEPARTMENT, PLANTATION POLICE DEPARTMENT, PEMBROKE PINES POLICE DEPARTMENT, DAVIE POLICE DEPARTMENT, LAUDERHILL POLICE DEPARTMENT, HOLLYWOOD POLICE DEPARTMENT, HALLANDALE BEACH POLICE DEPARTMENT, SEMINOLE POLICE DEPARTMENT, BROWARD DISTRICT SCHOOLS POLICE DEPARTMENT, WILTON MANORS POLICE DEPARTMENT, VILLAGE OF SEA RANCH LAKES POLICE DEPARTMENT**

**ISSUANCE OF CIVIL CITATIONS  
AT THE JUVENILE ASSESSMENT CENTER**

WHEREAS there is an established juvenile civil citation process for providing an efficient and innovative alternative to custody for children who commit non-serious delinquent acts and to ensure swift and appropriate consequences; and

WHEREAS, the Civil Citation Program is an effective tool in combating juvenile crime and recidivism, and

WHEREAS, the parties are committed to participating in the implementation and improvement of a coordinated and uniform Civil Citation Program in Broward County; and

WHEREAS, it is contemplated that uniform practices and procedures will benefit Broward County youth; and

WHEREAS, the Broward Sheriff's Office has, with community collaboration, undertaken the administration and management of the Broward County Juvenile Assessment Center (JAC) and as the lead agency will coordinate timely and efficient booking, processing, and assessment of juvenile arrestees, and

**NOW THEREFORE**, and in consideration of the mutual promises and covenants stated herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **I. ROLES AND RESPONSIBILITIES**

### **A. The Broward Sheriff's Office (BSO) will:**

- 1.1 In its capacity as the JAC Administrator, assist law enforcement officers in identifying youths eligible for a civil citation.
- 1.2 Assist law enforcement officers with appropriate paperwork and processing of youth brought to the JAC that are eligible to receive a civil citation.
- 1.3 As authorized under this agreement, offer a civil citation to a qualifying youth brought to the JAC by municipal law enforcement officers.

### **B. The Municipal Law Enforcement Agencies will:**

- 1.1 Ensure their agency law enforcement officers offer a civil citation to an eligible youth per agency policy.
- 1.2 Ensure their agency law enforcement officers provide ongoing collaboration with JAC personnel/Civil Citation Assessors regarding the referral of eligible youth to the Broward County Civil Citation Program.
- 1.3 Authorize BSO, Law Enforcement Liaison or designee of the JAC, to offer the Civil Citation Program to a qualifying youth brought to the JAC in lieu of an arrest, if the law enforcement officer fails to issue a civil citation.
- 1.4 Authorize the Law Enforcement liaison to contact the Chief or his designee to advise of the failure to issue a civil citation to a qualifying youth within 24 hours of the occurrence. The Chief or his designee will review the officer's actions and take action as deemed appropriate. The Law Enforcement liaison will forward the original arrest paperwork to the Chief or his designee and notify the appropriate JAC detention personnel. If it is decided that a civil citation should be issued, the liaison will issue the civil citation and forward a copy of the civil citation to the JAC civil citation personnel for processing and forward the original civil citation to the Chief or his designee.

## **II. TERMS OF THE AGREEMENT**

This Memorandum of Agreement shall be effective upon execution by the parties and remain in effect until December 31, 2016, and may be extended upon mutual written agreement of the parties. Any party may terminate their participation in this Memorandum of Agreement by providing thirty (30) days prior written notice to all parties.

**III. COMPENSATION**

Each party shall bear its costs associated with performing services under this Memorandum of Agreement.

**IV. RECORDS**

- 4.1 Each party shall maintain its records in accordance with the applicable statutory guidelines.
- 4.2 Each party shall maintain the confidentiality of its records to the extent that the records are exempt or confidential under Florida or federal law.

**V. DISPUTE RESOLUTION**

Any problems or issues regarding the implementation of this Agreement shall be resolved via the chain of command of each agency.

**VI. APPLICABLE STANDARDS**

Nothing in this Memorandum of Agreement is intended to supercede any Florida Statutes as existing or as they may be amended.

**IN WITNESS WHEREOF**, the parties hereby execute this Memorandum of Agreement on the date(s) set forth below:

**SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY**

\_\_\_\_\_  
SCOTT J. ISRAEL  
Sheriff

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ronald M. Gunzburger, General Counsel  
Office of the General Counsel

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**ISSUANCE OF CIVIL CITATIONS**  
**AT THE JUVENILE ASSESSMENT CENTER**

\_\_\_\_\_  
Agency Name

**POLICE DEPARTMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_, its \_\_\_\_\_  
Printed Name Title