

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: October 24, 2017

FROM: Alan Fallik
Acting City Attorney

SUBJECT: Proposed Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for Law Enforcement Services with the Seminole Tribe of Florida

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Police
- 2) Type of Agreement – Mutual Aid Agreement (Florida Mutual Aid Act)
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – 3 years
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination rights – Either party may terminate upon 30 days written notice.
- 7) Indemnity/Insurance Requirements – Each agency agrees to assume responsibility for the acts, omissions, or conduct of their law enforcement officers while engaged in activities under the Agreement, subject to the provisions of Section 768.28, Florida Statute, and the Federal Tort Claims Act. Each party shall provide liability insurance specified in Section 768.28, Florida Statutes.
- 8) Scope of Services – Each party shall provide mutual aid relating to law enforcement services across their jurisdictional boundaries involving matters such as in-progress crime assistance, voluntary investigations, traffic control and investigation assistance, and inter-agency joint task force matters.
- 9) City's prior experience with Vendor (if any) – Yes.

Term Sheet – Mutual Aid Agreement with Seminole Tribe of Florida for Law Enforcement Services

10) Other significant provisions – Forfeiture matters will be conducted in accordance with the Florida Contraband Act and as set forth in Paragraph VIII of the Agreement.

cc: Wazir A. Ishmael, Ph.D., City Manager