

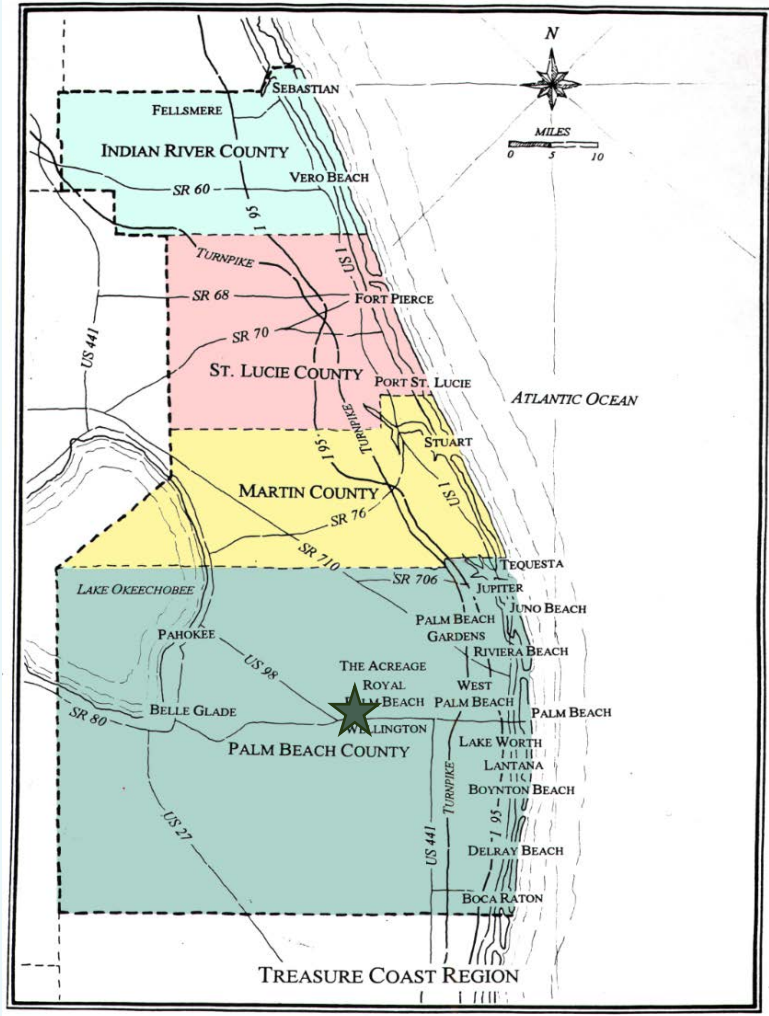


Town of Loxahatchee Groves Southern Boulevard Corridor Study

Community Planning Technical Assistance Grant
FloridaCommerce (State of Florida)

April 7, 2026

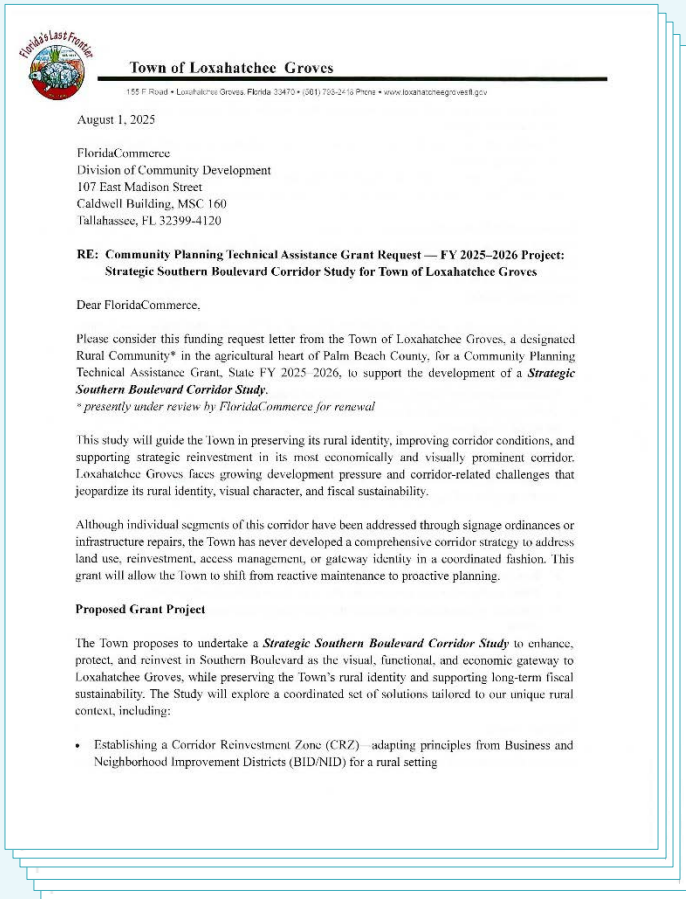
Who Are Regional Planning Councils?



- 4 Counties – 52 Municipalities
- 2.1 million people
- 105 miles of Atlantic Coastline
- 3,589 square miles
- 2.6 million people (2045)
- 294 local elected officials
- 5 state senators
- 13 state house members
- Economic Development, Emergency Preparedness, Transportation Planning, Urban Design Studio



Town Request to FloridaCommerce



... to “guide the Town in preserving its rural identity, improving corridor conditions, and supporting strategic reinvestment in its most economically and visually prominent corridor.”

“This project represents the Town’s first comprehensive corridor study and will provide the strategic tools needed to address rising infrastructure costs, safety challenges, and reinvestment needs while reinforcing the Town’s commitment to preserving its rural character.”



Town Request to FloridaCommerce

The deliverables in the study include:

1. Traffic & Infrastructure Assessment
2. Public Safety & Drainage Survey
3. Pedestrian/Equestrian Safety & Gateway Identity
4. Fiscal & Zoning Strategy Evaluation
5. A Final Report



Project Schedule

- ✓ **February 3** Town Council Approval of Scope of Work
- ✓ **March 17** Deliverable 1 sent to FloridaCommerce
- ✓ **March 28** Workshop #1
- ✓ **March 30** Workshop #2 & Launch of Online Public Survey
- **May 1** Online Survey to Close
- **May 19*** Workshop with Town Council **requesting*
- **June 2nd** Draft Southern Boulevard Corridor Study



Project Landing Page



Visit the project landing page on the Loxahatchee Groves website.

Project landing page:
<https://www.loxahatcheegrovesfl.gov/1601/The-Southern-Boulevard-Corridor>



Previous Studies

**We do not need another Study!
What's different about this study?!?!**

- “Check-up” for the Town Vision
- Focus on the southern quarter of the Town
- Discuss transportation, drainage, and Town identity
- Investigate if there are opportunities for collaboration with agency partners
- Prepare for if or when funding for goals is available



Study Area



Study Area

Why does the study area go to Collecting Canal Road?!?!

- The study is also focused on drainage and transportation.
 - Collecting Canal Road is the first continuous east west road, and
 - Collecting Canal is collecting the drainage system.
- It is important to define the adjacent context. If left undefined, areas can be more vulnerable to undesirable changes.



Project Schedule

TASK		JAN	FEB	MAR	APR	MAY	JUN	JUL
Task 1	Due Diligence			*				
Task 2	Public Workshop & Online Survey				*			
Task 3	Draft Project Report							
Task 4	Town Council Presentation & Final Report						*	

* Indicates Florida Commerce deliverable milestone



Online Community Survey



Use the QR code to access the online survey about the Southern Boulevard Corridor Study.

The online community survey will close on May 1, so please help spread the word!

Online survey page:

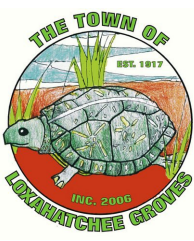
<https://www.surveymonkey.com/r/loxgrove>



Jessica Seymour, RA, LEED AP
Principal Program Coordinator

Treasure Coast
Regional Planning Council
772.221.4060
jseymour@tcrpc.org





This is an addition to the agenda

TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING

TO: Members of Council and Council Elect

FROM: Jeffrey S. Kurtz, Town Attorney

DATE: April 7, 2026

SUBJECT: PBSO Contract

The Council has received copies of correspondence from the Sheriff's Counsel, Meredith Plummer, Esq. The correspondence consists of two letters. One sent late on April 1, 2026, to the Governor and Florida Cabinet and the second sent yesterday to the Mayor. (Copies of both letters are attached). PBSO asserts the Town is in violation of state law and its Charter, because of the lack of a contract with the Sheriff to provide law enforcement services.

It is my intent at tonight's meeting, during my comments, to seek direction from the Council on whether and in what manner the Town Council would like to respond.

PURPOSE

This memo briefly outlines the Town's existing position with respect to the arguments set forth in the PBSO correspondence. Contrary to PBSO the Town has asserted the following.

1. The adoption of Ordinance 2024-05 (copy attached) was designed to meet the Charter's requirement for the passage of an ordinance negating the responsibility to contract with PBSO.
2. There is no requirement under the Florida Constitution or Statutes for a municipality to have or contract for a police department.
3. The Town has not delegated its police powers to PBSO and PBSO has never relied on the Town's municipal powers when enforcing state law within the Town's municipal boundaries.
4. Under the terms of the existing law enforcement services agreement, the Town is not obligated to pay for services that are not being provided. Therefore, PBSO would only be entitled to compensation for services provided under the terms of the agreement. PBSO informed the Town in December, that in response to the Town's non-payment, they were ceasing the provision of law enforcement services under the agreement.

Charter Provision and Impact of Ordinance 2024-05

PBSO attempts to make the argument that a municipality has an obligation to provide law enforcement services. In support of this proposition, they cite the Town's Charter. Section 11(2) of the Charter reads as follows:

(2) Law enforcement. Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum.

The Town's position has been that the purpose of Ordinance 2024-05 was explicitly to meet the requirement of the Charter provision. The Ordinance acknowledges the acceptance of PBSO law enforcement services at the same level as they are provided throughout unincorporated Palm Beach County. It is understood that the level of service provided by PBSO in the unincorporated areas is determined by the Sheriff and is not necessarily uniform in application. This understanding is consistent with PBSO's assertion in the April 6th letter to the Mayor regarding the level of law enforcement service currently provided within the Town.

The acceptance of the Sheriff's determination of the appropriate level of service within the Town's boundaries is not an abdication or a transfer of the Town's police power responsibility, it is an acknowledgement that the Sheriff has Countywide jurisdiction to enforce state law, including within municipal boundaries. The vesting of that authority does not come from any municipality, rather it comes from the State. The response to crimes under state law remains within the jurisdiction and authority of PBSO and was never done under the supervision and control of the Town.

What is also acknowledged is that absent an agreement with the municipality, the Sheriff does not have authority to enforce municipal ordinances.

State Law Requirements

In support of their argument that State law requires a municipality to provide law enforcement services the Sheriff does not cite to any statute or case law, rather the single citation is to a 30 year-old Attorney General Opinion (AGO 96-78 is attached). The Sheriff's reliance on AGO 96-78 is misplaced. No where in the opinion does the Attorney General (AG) state or imply "The provision of law enforcement services is paramount to the health, safety and welfare of a municipality's resident...".

The question presented to the AG in 1996 was whether a municipality could provide law enforcement services to an adjacent municipality that did not have its own police department. The AG concluded there was no statutory authority for an adjacent municipality to provide law enforcement services to a municipality that did not have a police force, as the only basis for the officers to use their powers extraterritorially would be under the auspices of a mutual aid agreement and statutorily such mutual aid agreements contemplated that both municipalities would have police departments.

Perhaps, in response to that opinion, the legislature passed Chapter 97-62, and the Governor signed the Act into law creating Section 166.0495 Florida Statutes, which specifically authorizes

municipalities to contract for law enforcement services with an adjacent municipality. So, since 1997, AGO 96-78 has been largely irrelevant.

Up until 1997, if a municipality did not want its own police department but wanted to provide law enforcement services within its boundaries, the only option was the local Sheriff. Interestingly, the reason the municipality was seeking an alternative to the Sheriff for the provision of services was because the price of the service being charged by the Sheriff was more than they could afford.

AGO 96-78 does not stand for the proposition that a municipality has to provide law enforcement services. On the contrary, the last line of the opinion clearly phrases the matter as a choice not a mandate. It reads, “In instances where a **municipality has no police department** and **seeks** to contract for law enforcement services, the municipality **may** contract with the sheriff whose jurisdiction includes the city.” The sentence contemplates that a municipality might not have a police department. To seek is a choice not a requirement and may contract is not must.

The sentence does not read “where a municipality has no police department it must contract for law enforcement services with the sheriff whose jurisdiction includes the city”. If the opinion had so stated it might have supported PBSO’s position.

Delegation of Police Powers

The Florida constitution and Chapter 166 Florida Statutes outlining municipal authority do not explicitly refer to police powers, rather they refer to municipal powers, and while law enforcement is inherently a municipal power it is not explicitly mandated that a municipality exercise that power. In fact, most municipal power is discretionary and not mandated.

A municipality’s police power includes but is not limited to having a law enforcement department. Police power generally refers to a municipality’s ability to pass and enforce laws for the general health, welfare and safety of the public and notably includes the power to zone and regulate property. The crimes that we expect PBSO or any law enforcement agency to help prevent and enforce are generally state criminal statutes. Their power and jurisdiction to enforce such laws is set forth in state law not municipal ordinances.

The Town’s police power to enforce its ordinances will have to be exercised by other means and without a police department those means will not include the authority to arrest a code violator. The Town has not divested itself of its police powers, as it will continue to exercise those through the enforcement of its Code of Ordinances and Unified Land Development Code (ULDC). The current and past enforcement of Loxahatchee Groves ordinances has rarely involved the use of PBSO.

With respect to PBSO’s criminal law enforcement it has never taken direction from the Town and in many cases has not even informed the Town of ongoing investigations. With respect to traffic enforcement (also done under state law), PBSO has at times cooperated with the Town, but actual direction of the enforcement activity has always been under their command and control.

The significant ordinance the Town will most likely be unable to enforce without PBSO assistance is the school zone camera enforcement.

Breach of Contract

While PBSO, as indicated in their correspondence to the Mayor, has not waived its rights under the existing agreement to any payments, their representatives have acknowledged in private conversations that the failure on PBSO's part to provide services under the agreement would provide an affirmative defense to any claim for payment. Throughout the discussions, PBSO has not threatened to litigate in the court system over these issues. They have publicly acknowledged they are not providing service under the terms of the agreement and reiterated that position in correspondence to the Mayor.

Conclusion

PBSO has not gone to the courts with its arguments that the Town is in breach of the agreement or that Florida law and/or the Town's Charter require the Town to provide law enforcement services. They have not asked for an Attorney General an opinion to support their proposition. They have not cited any case, statute or constitutional provision in support of their argument. Instead, they have resorted to politics and requested help from the Governor and Cabinet.

There are reasons for the Town to provide law enforcement services and there are reasons for the Town to refrain from providing law enforcement services. In my opinion, it is a choice not a mandate. It is up to the Town Council as to what that choice is. If the Town Council seeks to provide law enforcement services, it can establish its own police department (but only after a referendum) or it can contract with PBSO, as there is no adjacent municipality with its own police department.

At this point in time, the Town has not heard from the Governor or any member of the Cabinet about the issue. I look forward to the Council's further direction on this matter.

April 6, 2026

VIA REGULAR U.S. MAIL AND EMAIL

Mayor Anita Kane
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33476
akane@loxahatcheegrovesfl.gov

Re: Response to Letters Dated March 27, 2026

Dear Mayor Kane:

Our client, PBSO, received your two letters dated March 27, 2026, specifically to include the Town's notice of terminating the Parties' contract effective October 1, 2026. Due to the Town's refusal to agree to the terms that we had outlined in our letter dated January 30, 2026, the Town's material breach of the contract remains unresolved. To be clear, the Town still owes PBSO outstanding payments under the contract and nothing PBSO has said or done waives the Town's obligations or PBSO's rights under the contract.

Clarification regarding PBSO's ongoing services to the Town is also required. Your letter suggests that PBSO has agreed to treat the Town as if it were an unincorporated part of Palm Beach County. PBSO has not agreed to do so and the Town is not unincorporated. Rather, it is the Town's ultimate responsibility to provide, oversee, and control police powers within its borders. *See* AGO 96-78. The Town's attempt to divert those responsibilities to PBSO by way of the Town's ordinance violates Section 4, Art. VIII, Fla. Const. *Id.* Accordingly PBSO has alerted the appropriate parties from the State of Florida regarding this issue by way of the enclosed letter, which was sent on April 1, 2026.

As PBSO has made clear in prior correspondence, PBSO has designated the Town as a zone and will provide services to it only as priorities and resources become available.

Sincerely,

/s/ Meredith B. Plummer

Meredith B. Plummer

cc: Jeffrey S. Kurtz, Esq., Town Attorney, 155 F Road, Loxahatchee Groves, FL 33470,
jkurtz@loxahatcheegrovesfl.gov

Joe Stephens, Seat 1, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
jstephens@loxahatcheegrovesfl.gov

Francine L. Ramaglia, Town Manager and
Jeffrey S. Kurtz, Esq., Town Attorney
Town of Loxahatchee Groves
April 6, 2026
Page 2

Lisa El-Ramey, Seat 2, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
lel-ramey@loxahatcheegrovesfl.gov

Paul Coleman, Seat 4, Council Member, 155 F Road, Loxahatchee Groves, FL 33470
pcoleman@loxahatcheegrovesfl.gov

Manish Sood, Seat 5, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
msood@loxhatcheegrovesfl.gov

Enclosure

April 1, 2026

The Honorable Ron DeSantis
Office of Governor Ron DeSantis
PL-05 The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

The Honorable James Uthmeier, Attorney General
State of Florida
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399-1050

The Honorable Wilton Simpson, Agriculture Commissioner
PL-10 The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

The Honorable Blaise Ingoglia, Chief Financial Officer
Florida Department of Financial Services
200 East Gaines Street
Tallahassee, FL 32399-0301

**Re: Town of Loxahatchee Groves' Improper Attempt to Transfer its Police Powers
in Violation of Section 4, Art. VIII, Fla. Const. and its Charter**

Dear Members of the Florida Cabinet:

On behalf of Palm Beach County Sheriff, Ric Bradshaw ("PBSO"), a duly elected Florida constitutional officer, we submit this letter as notice to state leaders of a local municipality's failure to meet the fundamental requirements under its Charter and the State Constitution. Specifically, PBSO believes it is incumbent to disclose to the leaders of the State of Florida that the Town of Loxahatchee Groves (the "Town") is not supervising and controlling the provision of law enforcement services to its citizens as it is required to do, but rather, has unlawfully attempted to divert these obligations to PBSO.

The provision of law enforcement services is paramount to the health, safety, and welfare of a municipality's residents, and the Town retains the ultimate responsibility to supervise and control those services. *See, e.g.*, AGO 96-78. Further, these services were contemplated at the time of the Town's incorporation in 2006 and are required by its Charter. The Town's Charter states that "it is in the best interests of the public health, safety, and welfare of the residents of the Loxahatchee Groves area to form a separate municipality".¹ Section 11, Para. 2 of the Charter then

¹ Ch. 2006-328 (HB 951), Laws of Florida.

obligates the Town to provide law enforcement services by way of a contract with PBSO or another law enforcement agency.² The Town was incorporated based, in part, on PBSO's representations that such a contract would be in effect following the Town's incorporation. However, on or about December 1, 2025, the Town ceased payments to PBSO in material breach of the contract and its Charter. The Town's council officially voted on January 20, 2026 not to pay PBSO for the remaining months of the contract, ratifying the Town's intent to materially breach the contract. The Town's council then voted on March 3, 2026, to formally terminate the contract (effective October 1, 2026) and to not renew the contract with PBSO once it is terminated.

As a result of the Town's material breach and as ratified by its votes, PBSO ceased providing law enforcement services to the Town as is contemplated in the contract. Since then, PBSO has provided law enforcement services to the Town only as priorities and resources become available. Accordingly, the Town's residents are no longer receiving the services contemplated by the Florida Legislature and as set forth in the Charter. PBSO feels obligated to notify this Cabinet and the relevant copied parties because of PBSO's concern over the safety and welfare of the Town's citizens, in addition to its concern that the Town is attempting to unlawfully divest itself of its police powers.

Specifically, the Town purported to delegate its obligations to PBSO to provide, oversee, and control law enforcement services within its borders by passing an ordinance. The ordinance contemplates that the Town would cease having a contract with PBSO and, instead, that it would "rely on the standard law enforcement services ... provided by the PBSO in unincorporated Palm Beach County." This is problematic as the ordinance acts to unlawfully transfer the Town's police power responsibility to PBSO, since it no longer supervises or controls the services that PBSO provides to its citizens.

PBSO cares for the health, safety, and welfare of the Town's citizens and, specifically, wishes to ensure they receive the level of law enforcement services that the Legislature contemplated when it agreed to incorporate the Town and that is consistent with both the Charter and the Florida Constitution. Thank you for your attention to this matter.

Sincerely,

/s/ Meredith B. Plummer

Meredith B. Plummer

² The charter also contemplates the Town creating its own police department by way of a referendum, or passing "an ordinance to the contrary". *Id.*

cc:

Members of the Palm Beach County Legislative Delegation

Sen. Tina Polsky, Polsky.Tina.web@flsenate.gov

Sen. Gayle Harrell, Harrell.Gayle.web@flsenate.gov

Sen. Mack Bernard, Bernard.Mack.web@flsenate.gov

Sen. Lori Berman, Berman.Lori.web@flsenate.gov

Rep. John Snyder, Chair, John.Snyder@flhouse.gov

Rep. Jervonte "Tae" Edmonds, Jervonte.Edmonds@flhouse.gov

Rep. Debra Tendrich, Debra.Tendrich@flhouse.gov

Rep. Rob Long, 1102 The Capitol, 402 South Monroe St, Tallahassee, FL 32399-1300

Rep. Peggy Gossett-Seidman, Peggy.GossettSeidman@flhouse.gov

Rep. Kelly Skidmore, Vice-Chair, Kelly.Skidmore@flhouse.gov

Rep. Anne Gerwig, Anne.Gerwig@flhouse.gov

Rep. Meg Weinberger, Meg.Weinberger@flhouse.gov

U.S. Rep. Sheila Cherfilus-McCormick, 5725 Corporate Way, Suite 208, West Palm Beach, FL 33407

U.S. Rep. Brian Mast, 601 Heritage Dr, Suite 144, Jupiter, FL 33458

U.S. Rep. Lois Frankel, 7499 W Atlantic Ave, Unit 206, Delray Beach, FL 33446

U.S. Rep. Jared Moskowitz, 7900 Glades Rd, Suite 250, Boca Raton, FL 33434

U.S. Senator Rick Scott, 413 Clematis St, Suite 201, West Palm Beach, FL 33401

Southeast District Director, Ryan Hnatiuk, B3 Russell Senate Office Building, Washington, DC 20510

U.S. Senator Ashley Moody, 4822 Northlake Blvd, Suite B-1, Palm Beach Gardens, FL 33418

Regional Director, Greg Langowski, Greg.langowski@moody.senate.gov

Executive Director, Victoria Nowlan, VNowlan@pbc.gov

Legislative Delegation Aide, Kariana Ingram, KIngram1@pbc.gov

Town of Loxahatchee Groves

Jeffrey S. Kurtz, Esq., Town Attorney, jkurtz@loxahatcheegrovesfl.gov

Francine L. Ramaglia, Town Manager, framaglia@loxahatcheegrovesfl.gov

Anita Kane, Seat 3, Mayor, akane@loxahatcheegrovesfl.gov

Margaret Herzog, Seat 5, Vice Mayor, mherzog@loxahatcheegrovesfl.gov

Todd McLendon, Seat 1, Council Member, tmclendon@loxahatcheegrovesfl.gov

Lisa El-Ramey, Seat 2, Council Member, lel-ramey@loxahatcheegrovesfl.gov

Paul Coleman, Seat 4, Council Member, pcoleman@loxahatcheegrovesfl.gov

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Town's Charter provides that law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary; and,

WHEREAS, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office; and,

WHEREAS, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

WHEREAS, Section 11(2) of the Town's Charter also provides that the town shall not establish a town police department without a referendum; and,

WHEREAS, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, in the event the Town's agreement with PBSO is terminated for any reason, the Town will need to rely on the standard law enforcement services of the PBSO that may be provided by PBSO without an agreement with the Town; and,

ORD NO. 2024-05

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

Section 1. The above stated “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff’s Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO in unincorporated Palm Beach County, without an agreement with the Town.

Section 3. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

Section 4. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

ORD NO. 2024-05

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 7th DAY OF May, 2024.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC HEARING, THIS 4 DAY OF June, 2024.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ORD NO. 2024-05

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Valerie Oakes
TOWN CLERK

Anita Kane
Mayor Anita Kane

Margaret Herzog
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Elizabeth V. Lumbert
Office of the Town Attorney

Laura Danowski
Councilmember Laura Danowski

Phyllis Maniglia
Councilmember Phyllis Maniglia

Robert Shorr
Councilmember Robert Shorr

**JAMES UTHMEIER**[Home](#) > [AG Opinions](#) > [Mutual Aid Agreement Transfer of City Police Services](#)[View PDF](#)

MUTUAL AID AGREEMENT; TRANSFER OF CITY POLICE SERVICES

Number: AGO 96-78**Issued** October 07, 1996**Subject:** Mutual aid agreement; transfer of city police services

Chief Clarence L. Bass
Edgewood Police Department
405 Larue Avenue
Edgewood, Florida 32809

RE: MUNICIPALITIES--LAW ENFORCEMENT--MUTUAL AID AGREEMENTS--SHERIFFS--CODE ENFORCEMENT--municipality may not use mutual aid agreement to assume all law enforcement services for another municipality; sheriff may contract to provide law enforcement services to municipality. Part I, Ch. 23, Parts II and III, Ch. 162, Fla. Stat.

Dear Chief Bass:

You ask substantially the following question:

Under what circumstances may a municipal police department provide law enforcement services to another municipality?

In sum:

While a mutual aid agreement entered into pursuant to Part I, Chapter 23, Florida Statutes, allows one municipality to provide assistance to another municipality on a specified, limited basis, there is no statutory authority for the complete transfer of law enforcement services from one municipality to another where supervision and control of the services are vested in the municipality providing such services. In instances where a municipality has no police department, it may contract for law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the

city.

You state that a municipality adjoining the City of Edgewood has no police department and currently hires off-duty sheriff's deputies to provide patrol services. In light of potential increased costs of obtaining police services from the county, the municipality wishes to contract with the City of Edgewood to provide such services. Several issues have been raised regarding this arrangement, including whether Edgewood police officers would have to be sworn by the other municipality or whether a mutual aid agreement would have to be used.

Article VIII, section 2(c), Florida Constitution, provides that the "exercise of extra-territorial powers by municipalities shall be as provided by general or special law." Thus, the grant of municipal home rule powers does not extend to the exercise of extraterritorial power.[1] The powers of a municipality, including its police powers, generally cease at the municipal boundaries and cannot, absent statutory authorization, be exercised outside the city's limits.[2]

This office in Attorney General Opinion 71-72 concluded that a municipal police officer outside the corporate limits of the city could not conduct a criminal investigation, unless such officer worked in partnership with a law enforcement agency having jurisdiction over the subject of the investigation and the place. The opinion recognized that a municipal police officer lacks any power or authority as a police officer in any part of the state beyond the corporate limits of the city where the officer is employed, and any action by the officer would be subject to review as if it were the action of a private citizen.

The Legislature has provided statutory authority for municipal police officers to exercise their powers extraterritorially under certain circumstances. For example, section 901.25, Florida Statutes, authorizes a municipal police officer to make arrests outside the officer's jurisdiction, if the officer is in fresh pursuit.[3] Additionally, a municipal police officer may patrol municipally-owned property and facilities that are located outside of the municipal boundaries, and "when there is probable cause to believe a person has committed or is committing a violation of state law or of a county or municipal ordinance on such property or facilities, may take the person into custody and detain him in a reasonable manner and for a reasonable time." [4]

Section 4, Article VIII, Florida Constitution, provides for the transfer or contracting of powers among counties, municipalities, or special districts. Pursuant to this constitutional provision:

"By law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law."

This office has stated, however, that sections 2 and 4 of Article VIII, Florida Constitution, must be read together when a municipality transfers or contracts out municipal functions or powers.[5] Thus, while a municipality may seek to transfer its police power or function by using section 4, Article VIII, it is bound by the requirement of a special or general law authorizing the exercise of extraterritorial powers prescribed in section 2, Article VIII.

Part I, Chapter 23, Florida Statutes, the "Florida Mutual Aid Act," creates a state law enforcement mutual aid plan that provides for the coordination of law enforcement planning, operations, and mutual aid.[6] To carry out this plan, the Legislature has found it necessary to "allow a law enforcement agency to enter into a mutual aid agreement with another law enforcement agency of this state or any other state or with any law enforcement agency of the United States or its territories." [7]

Section 23.1225(1)(a), Florida Statutes, defines one type of mutual aid agreement as:

"A voluntary cooperation agreement, in writing, between two or more law enforcement agencies which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The agreement must specify the nature of the law enforcement assistance to be rendered, the agency that shall bear any liability arising from acts undertaken under the agreement, the procedures for requesting and for authorizing assistance, the agency that has command and supervisory responsibility, a time limit for the agreement, the amount of any compensation or reimbursement to the assisting agency, and any other terms and conditions necessary to give it effect. An example of the use of a voluntary cooperation agreement is to provide for a joint city-county task force on narcotics smuggling."

Previously, there was a prohibition against any law enforcement agency receiving reimbursement from any other law enforcement agency under a voluntary cooperation agreement.[8] This prohibition was removed, however, and now compensation and reimbursement for services rendered by an agency are authorized by the act.[9]

The act recognizes that law enforcement assistance may cross jurisdictional lines under a mutual aid agreement. In further recognition of the extraterritorial exercise of law enforcement, section 23.127, Florida Statutes, provides:

"(1) Any employee of any Florida law enforcement agency who renders aid outside the employee's jurisdiction but inside this state pursuant to the written agreement entered under this part has the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's jurisdiction. . . .

* * *

(3) The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employees' duties extraterritorially under the provisions of the mutual aid agreement. This section applies to paid, volunteer, and auxiliary employees."

A mutual aid agreement entered into pursuant to Part I, Chapter 23, Florida Statutes, would not appear to require a transfer of power from one municipality to another. Rather, it is a contract with ultimate supervision of the law enforcement power remaining in the municipality receiving the assistance.[10] As previously concluded by this office, police officers serving outside their jurisdiction pursuant to the Mutual Aid Act have extraterritorial law enforcement power to render aid in the jurisdiction they are called to assist, without the necessity of being deputized by the governing body of the jurisdiction assisted.[11]

Use of a mutual aid agreement would appear to be limited in its scope and would not contemplate a complete assumption of law enforcement services by an assisting law enforcement agency. As recognized by the act itself, the use of mutual aid agreements should more appropriately be confined to specific law enforcement activities in which two or more law enforcement agencies jointly provide assistance to each other. In instances where a municipality has no police department and seeks to contract for a full complement of law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the city.[12]

Accordingly, it would appear that the City of Edgewater may not contract with another municipality to assume all law enforcement services for the municipality by a mutual aid agreement entered into under Part I, Chapter 23, Florida Statutes. In instances where a municipality has no police department and seeks to contract for law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the city.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

[1] See s. 166.021(3)(a), Fla. Stat. (1995), stating that municipal home rule powers do not extend to "[t]he subjects of annexation, merger, and exercise of extraterritorial power, which require general or special law pursuant to s. 2(c), Art. VIII of the State Constitution[.]"

[2] See *Ramer v. State*, 530 So. 2d 915 (Fla. 1988) (city police officer lacked authority to seize vehicle on private property outside city limits); *Collins v. State*, 143 So. 2d 700 (Fla. 2d DCA 1962), *cert. denied*, 148 So. 2d 280 (Fla. 1962).

[3] Section 901.25(2), Fla. Stat., provides:

"Any duly authorized state, county, or municipal arresting officer is authorized to arrest a person outside his jurisdiction when in fresh pursuit. Such officer shall have the same authority to arrest and hold such person in custody outside his jurisdiction, subject to the limitations hereafter set forth, as has any authorized arresting state, county, or municipal officer of this state to arrest and hold in custody a person not arrested in fresh pursuit."

[4] See s. 901.252, Fla. Stat. (1995).

[5] See Op. Att'y Gen. Fla. 90-77 (1990) (dual referenda required to transfer ultimate responsibility for supervising law enforcement services from the Port Everglades Authority to a municipality; however, general or special law is required before municipality may exercise extraterritorial law enforcement powers on behalf of the authority outside its municipal boundaries) and 82-52 (1982) (cross swearing of police officers in neighboring municipalities to perform law enforcement services in each other's jurisdiction must comply with ss. 2[c] and [4], Art. VIII, Fla. Const.; also recognizing the use of Part I, Ch. 23, Fla. Stat., to allow extraterritorial exercise of law enforcement services by municipalities pursuant to a mutual aid agreement).

[6] Section 23.121(1)(a), Fla. Stat. (1995).

[7] Section 23.121(1)(g), Fla. Stat. (1995).

[8] See s. 23.1225(1), Fla. Stat. (1991).

[9] Section 23.1225(1), Fla. Stat. (1991), was amended by s. 3, Ch. 92-165, Laws of Florida, to delete the reimbursement proscription and add the present language allowing compensation and reimbursement to assisting agencies.

[10] See Op. Att'y Gen. Fla. 90-84 (1990).

[11] See Op. Att'y Gen. Fla. 82-52 (1982) (law enforcement services provided pursuant to s. 23.1225[1], Fla. Stat.,

require "cross swearing" of officers).

[12] *Cf. Op. Att'y Gen. Fla. 93-93 (1993)* (town may contract for provision of the town's law enforcement functions by the sheriff without referendum approval where town retains authority to cancel the contract and has not abrogated its ultimate responsibility to supervise the law enforcement functions).

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