RESOLUTION NO. R-2013-9

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE CITY OF NORTH MIAMI AND THE TOWN OF MEDLEY TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, municipalities are authorized to enter into mutual aid agreements pursuant to Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the Town of Medley are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to provide adequate levels of police services to ensure the public safety of their residents; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the Town of Medley and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Town of Medley.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Agreement and Joint Declaration.** The Mayor and City Council hereby approve the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the Town of Medley attached as "Exhibit 1."

Section 2. **Authority of City Manager and Police Chief.** The City Manager is authorized to execute the Mutual Aid Agreement and the Chief of Police is authorized to execute the Joint Declaration attached as "Composite Exhibit 1" with the Town of Medley.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12 day of February, 2013.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Blynn

Seconded by: Vice Mayor Steril

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	____ (No)	
Vice Mayor Marie Erlande Steril	X (Yes)	____ (No)	
Councilperson Michael R. Blynn, Esq.	X (Yes)	____ (No)	
Councilperson Scott Galvin	X (Yes)	____ (No)	
Councilperson Jean R. Marcellus	____ (Yes)	____ (No)	Away

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT
AND THE TOWN OF MEDLEY POLICE DEPARTMENT

WHEREAS, it is the responsibility of the governments of the **City of North Miami,** Florida, and the **Town of Medley**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the two participating municipalities located in Miami-Dade County; and

WHEREAS, the participating municipalities, the **City of North Miami** and the **Town of Medley**, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW THEREFORE, BE IT KNOWN, that the **City of North Miami** and the **Town of Medley**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title**: Mutual Aid Agreement

2. **Description**: Since the Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.

3. **Definitions**:

   A. Joint Declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. The declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

B. Agency or participating law enforcement agency: The City of North Miami Police Department and the Town of Medley Police Department.

C. Department Head: The Chief of the City of North Miami Police Department, or the Chief's designees, and the Chief of the Town of Medley Police Department, or the Chief's designees.

D. Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. Certified law enforcement employees: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations**:

A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own personnel, equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. **Powers, Privileges, Immunities, and Costs**:

A. All employees of the participating municipal police department and all certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of these resources.

C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification**: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures**: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts**: Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration**: This Agreement shall be in effect from date of signing, through and including **January 1, 2018** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation**: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties.

AGREED AND ACKNOWLEDGED this _____ day of _____, 20____.

_____	_____
City Manager City of North Miami, Florida	Mayor, Town of Medley, Florida
ATTEST:	ATTEST:
_____	_____
City Clerk City of North Miami, Florida	City Clerk Town of Medley, Florida
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
_____	_____
City Attorney City of North Miami, Florida	Town Attorney Town of Medley, Florida

JOINT DECLARATION
OF THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF MEDLEY POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement ("Agreement") when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency, or
- spontaneous response where assistance or aid is apparent (see #9 below).

In compliance with, and under the authority of, the Mutual Aid Agreement, entered into by the **City of North Miami**, Florida and the **City of Town of Medley**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. This list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;

3. Any natural disaster;

4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;

5. Terrorist activities including, but not limited to, acts of sabotage;

6. Escapes from or disturbances within detention facilities;

7. Hostage and barricaded subject situations, and aircraft piracy;

8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;

9. Enemy attack;

10. Transportation of evidence requiring security;

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;

12. Security and escort duties for dignitaries;

13. Emergency situations in which one agency cannot perform its functional objective;

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;

15. Joint training in areas of mutual need;

16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;

17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries;

18. The agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency;

19. The agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report;

20. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, the property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The jurisdiction of civil forfeiture action shall be filed by the seizing agency;

21. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of this Mutual Aid Agreement.

This Addendum shall become effective upon the signing of both Cities and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Addendum.

I accept the terms and conditions of the aforementioned Addendum to the current Mutual Aid Agreement and Joint Declaration between the City of North Miami Police Department and the Town of Medley.

ATTEST:

TOWN OF MEDLEY
POLICE DEPARTMENT

Town Clerk

Jeanette Said Jinete, Chief Date

ATTEST:

CITY OF NORTH MIAMI
POLICE DEPARTMENT

City Clerk

Marc Elias, Jr., Chief Date