



Council Report

776 N.E. 125 Street, North Miami, Florida 33161

To: The Honorable Mayor and City Council

From: Leonard Burgess., Chief of Police

Date: July 14, 2015

A handwritten signature in blue ink, appearing to read "Leonard Burgess", with the initials "L.B." written below it.

RE: Proposed Resolution Approving the execution of a Mutual Aid Agreement and Joint Declaration between the City of North Miami and the North Miami Beach Police Department to ensure public safety and provide adequate levels of police services.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Mutual Aid Agreement with the North Miami Beach Police Department.

BACKGROUND

Florida Statutes Section 23.12 authorizes law enforcement agencies to voluntarily cooperate and assist other law enforcement agencies in matters of a law enforcement nature.

It is to the advantage of the City of North Miami and the North Miami Beach Police Department to receive and extend mutual aid in the form of law enforcement services and resources.

Attachments

Proposed Resolution
Proposed Mutual Aid Agreement

RESOLUTION NO. _____

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 CITY OF NORTH MIAMI BEACH, IN SUBSTANTIALLY THE ATTACHED FORM, TO PROVIDE FOR ADEQUATE LEVELS OF POLICE SERVICES; FURTHER AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the entering into of mutual aid agreements between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

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

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

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 of the City of North Miami, Florida, hereby approve the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the City of North Miami Beach, in substantially the attached form.

Section 2. Authority of City Manager. The City Manager and the Police Chief are hereby authorized to execute the Mutual Aid Agreement and Joint Declaration with the City of North Miami Beach.

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

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

**JOINT DECLARATION OF THE CHIEF OF NORTH MIAMI BEACH POLICE DEPARTMENT
AND THE CHIEF OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid 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.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of North Miami Beach and the City of North Miami, 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. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multijurisdictional 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 and enemy attacks.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events: i.e., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.

13. Incidents requiring utilization of specialized units: e.g., underwater recovery, aircraft, canine, motorcycle, bomb technicians, and crime scene technicians.
14. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objective.
15. Joint training in areas of mutual need.
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are 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 respective jurisdictional municipal boundaries.

DATE: _____

DATE: _____

J. Scott Dennis, Chief
North Miami Beach Police Department

Leonard Burgess, Chief
North Miami Police Department

ATTEST:

ATTEST:

Pamela Latimore, City Clerk
City of North Miami Beach, Florida

Michael Etienne, Esq., City Clerk
City of North Miami, Florida

MUTUAL AID AGREEMENT
Between the City of North Miami Beach Police Department
and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the **City of North Miami Beach**, Florida, and the **City of North Miami**, 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 man-made 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 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 participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority to enter into a Mutual Aid Agreement under Chapter 23, Florida Statutes, the Florida Mutual Aid Act;

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited, to emergencies as defined under Section 252.34 of the Florida Statutes, or
- (3) requests for Mutual Aid by certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

NOW, THEREFORE, BE IT KNOWN, that the **City of North Miami Beach** and the **City of North Miami**, political subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby 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 provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid 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 thereafter become part of this Agreement. The Joint Declaration between the City of North Miami Beach and the City of North Miami is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of North Miami Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of North Miami Beach**, or the Chief's designee, and the Chief of Police of the participating municipal 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 and any Amendments thereto, 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 his or her available resources, and will respond in an appropriate manner.
- B. Each party to this Agreement agrees to furnish necessary man power, 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 unreasonably deplete its

own manpower, 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, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said 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 to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- 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 such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such 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 Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
- F. The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
- G. In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid outside

their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

- H. Each municipality will bear the liability arising from the acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunity from liability, exemptions from laws, 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 function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.
 - I. Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
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 said

providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of costs by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of the 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. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts 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. Whenever an officer is rendering assistance pursuant to this Mutual Aid Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer

of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a Mutual Aid Event as it may pertain to this Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - a. The identity of the complainant.
 - b. An address where the complaining party can be contacted.
 - c. The specific allegation
 - d. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2020**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Cancellation:** This Agreement may be canceled by either party upon written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2015.

CITY OF NORTH MIAMI

CITY OF NORTH MIAMI BEACH

Aleem A. Ghany,
City Manager
City of North Miami, Florida

Ana Garcia,
City Manager
City of North Miami Beach, Florida

ATTEST:

ATTEST:

Michael Etienne, Esq.
City Clerk
City of North Miami, Florida

Pamela Latimore,
City Clerk
City of North Miami Beach, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Roland C. Galdos, Esq.
Interim City Attorney
City of North Miami, Florida

Jose Smith,
City Attorney
City of North Miami Beach, Florida