NORTH MIAMI
FLORIDA

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: August 25, 2015

RE: Proposed Resolution Approving the execution of a Mutual Aid Agreement and Joint Declaration between the City of North Miami and the City of North Bay Village to provide adequate levels of police services

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RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Mutual Aid Agreement with City of North Bay Village

BACKGROUND

Florida Statutes Section 23.1225 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 City of North Bay Village 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 LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THE CITY OF NORTH MIAMI AND NORTH BAY VILLAGE TO PROVIDE FOR ADEQUATE LEVELS OF POLICE SERVICES; AND FURTHER AUTHORIZING THE CITY MANAGER AND THE 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 local government entities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami ("City") and North Bay Village are desirous of entering into a Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance with each other to provide adequate levels of police service and ensure the public safety of their residents; and

WHEREAS, the Mayor and City Council believe that the Law Enforcement Mutual Aid Agreement will benefit the residents of the City and should be entered into with North Bay Village.

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 Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance between the City of North Miami and North Bay Village attached hereto as "Exhibit 1."

Section 2. **Authority of City Manager.** The City Manager and the Police Chief are hereby authorized to execute the Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational assistance with North Bay Village.

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.	_____ (Yes)_____ (No)
Vice Mayor Alix Desulme	_____ (Yes)_____ (No)
Councilman Scott Galvin	_____ (Yes)_____ (No)
Councilman Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)_____ (No)

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies 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, there is an 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 North Bay Village Police Department or the subscribing law enforcement agencies; and

WHEREAS, in order to ensure that 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 North Bay Village and the participating Miami-Dade County municipalities; and

WHEREAS, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for 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 this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive 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. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.

   b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chief's designees.

   c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.

   d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. **Operations:**

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

b. Each party to this Agreement agrees to furnish necessary manpower, 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 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.

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

a. All employees of the participating municipal police department, including 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 normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing 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 the Agreement during the time of the 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 exemption 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 extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **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.

4. **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, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

5. **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.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or 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 of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

a. The identity of the complainant;

b. An address where the complaining party can be contacted;

c. The specific allegation; and

d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint 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.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

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 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 participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

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. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or man-made disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. 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.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this

Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:
   a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
   b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
   c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
   d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
   e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
   f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance

and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from date of signing, through and including, January 1, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VII. 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 hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015.

_____
Frank K. Rollason
North Bay Village, Florida

_____
Brian Collins
Acting Chief of Police
North Bay Village Police

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk
North Bay Village, Flordia

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Village Attorney
North Bay Village, Florida

LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

CITY OF NORTH MIAMI, Florida.

BY:

_____	_____
Aleem A Ghany, City Manager	Leonard Burgess, Chief of Police
_____	_____
(Official's Printed Name and Title)	(Printed Name of Chief of Police)
ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
_____	_____
Michael A. Etienne, City Clerk	Roland C. Galdos, Interim City Attorney
_____	_____
(Printed Name of City Clerk)	(Printed Name of City Attorney)

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear: _____

(Insert Name and Title of Chief Executive)

of the City of _____, Florida, a municipal corporation of Florida, and acknowledged that he or she executed the foregoing Agreement as chief executive officer of the City of _____, Florida, and the same is the act and deed of the City of _____, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of _____, in the State of Florida and the County of Miami Dade on the _____ day of _____, 20___.