



## 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: January 27, 2015

A handwritten signature in blue ink, appearing to read "Leonard Burgess", is written over the "From:" line.

RE: 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 MIAMI GARDENS TO PROVIDE FOR 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 City of Miami Gardens.

### **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 City of Miami Gardens to receive and extend mutual aid to ensure the public safety of their citizens by providing adequate levels of public services.

### **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 MIAMI GARDENS TO PROVIDE FOR ADEQUATE LEVELS OF POLICE SERVICES; 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 and the City of Miami Gardens 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 of North Miami and should be entered into with the City of Miami Gardens.

**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 Miami Gardens attached as "Exhibit 1."

**Section 2.** **Authority of City Manager.** The City Manager is authorized to execute the Mutual Aid Agreement and Joint Declaration with the City of Miami Gardens.

**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 January, 2015.

\_\_\_\_\_  
DR. SMITH JOSEPH  
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: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, DO  
Vice Mayor Carol Keys, Esq.  
Councilperson Scott Galvin  
Councilperson Philippe Bien-Aime  
Councilperson Marie Erlande Steril

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**MUTUAL AID AGREEMENT**  
**BETWEEN THE CITY OF MIAMI GARDENS AND**  
**THE CITY OF NORTH MIAMI**

**WHEREAS**, it is the responsibility of the governments of the **City of Miami Gardens** 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 **Miami Gardens Police Department** and **North Miami Police Department**; 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 the **Cities of Miami Gardens and North Miami**; and

**WHEREAS**, the **City of Miami Gardens** and the **City of North Miami** have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement service which provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE**, that the City of Miami Gardens, a political subdivision of the State of Florida, and the City of North Miami, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide and be bound by the following terms and conditions:

**SECTION I: SHORT TITLE**

Mutual Aid Agreement

**SECTION II: 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.

### **SECTION III: 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. The Joint Declaration between the City of North Miami and the City of Miami Gardens is hereby incorporated by reference. Subsequent to execution by concerned agency heads, the Joint Declaration shall thereafter become part of this Agreement. Said 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: Either the Miami Gardens or the North Miami Police Departments.
- C. Agency head: the City of Miami Gardens Manager or his designee shall have the right to bind the City of Miami Gardens, and the City Manager of North Miami or his designee shall have the right to bind the City of North Miami in accordance with this agreement.
- D. Participating municipal police department: The City of Miami Gardens and North Miami
- E. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

### **SECTION IV: OPERATIONS**

- A. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, 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 his 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.

- A. Whenever an officer or other employee is rendering assistance pursuant to the is agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. 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, personnel policy, general order or procedure shall control and shall supersede the direct order.
- B. 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 agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
  - 1. The identity of the complainant.
  - 2. An address where the complaining party can be contacted.
  - 3. The specific allegation.
  - 4. The identity of the accused employee(s) without regard 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 head or his/her designee of the assisting 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 V: 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 power, 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 the 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 pensions, insurances, 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 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.
- E. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.
- F. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

#### **SECTION VI: INDEMNIFICATION**

- A. Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employee while engaged in rendering such aid pursuant to this Agreement subject to the provisions of Section 768.28, Florida Statutes, where applicable.
- B. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement 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.

- C. Each party shall provide satisfactory proof of liability insurance or self-insurance by one or more of the means specified in §768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party. Should insurance coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

#### **SECTION VII: FORFEITURES**

- A. During the course of this Agreement, real property, vessel, motor vehicle, aircraft, currency or other property may be seized and subject to forfeiture under the Florida Contraband Forfeiture Act,. The jurisdiction in which the property was seized shall be considered the seizing agency. The seizing agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- B. All proceeds from the forfeited property as a result of or in accordance with this Agreement shall be 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.

#### **SECTION VIII: 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 IX: EFFECTIVE DATE AND DURATION**

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 X: CANCELLATION**

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellations will be at the discretion of any subscribing party.

AGREED TO AND ACKNOWLEDGED this      day of      ,2014



\_\_\_\_\_  
Cameron Benson, City Manager  
City of Miami Gardens, Florida

\_\_\_\_\_  
Aleem Ghany, City Manager  
City of North Miami, Florida

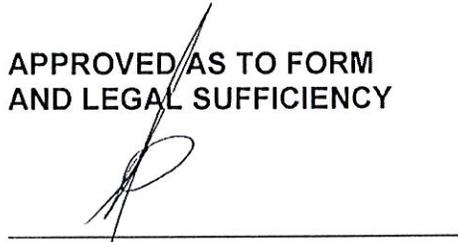
ATTEST:



\_\_\_\_\_  
Ronetta Taylor, City Clerk  
City of Miami Gardens, Florida

\_\_\_\_\_  
Michael Etienne, City Clerk  
City of North Miami, Florida

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**



\_\_\_\_\_  
Sonja Dickens, City Attorney  
City of Miami Gardens, Florida

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
Regine Monestime, City Attorney  
City of North Miami, Florida

**JOINT DECLARATION BETWEEN  
MIAMI GARDENS POLICE DEPARTMENT AND  
NORTH MIAMI POLICE DEPARTMENT  
PURSUANT TO A 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 his/her designee, 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 Miami Gardens, Florida and the 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. Said 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, 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; 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, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, 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 back-up 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.

12-3-2014  
Date

\_\_\_\_\_  
Date

Stephen E. Johnson  
Stephen E. Johnson, Chief  
Miami Gardens Police Department

\_\_\_\_\_  
Leonard Burgess, Chief  
North Miami Police Department

**ATTEST:**

**ATTEST:**

Ronetta Taylor  
Ronetta Taylor, City Clerk  
City of Miami Gardens Florida

\_\_\_\_\_  
Michael Etienne, City Clerk  
City of North Miami, Florida