

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN
THE CITY OF NORTH MIAMI
AND THE TOWN OF BAY HARBOR ISLANDS**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made as of this 1 day of Feb., 2021, by and between the CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 700 NE 124th Street, North Miami, FL 33161, and the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation having its principal office at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of North Miami, Florida and the Town of Bay Harbor Islands, 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 of facilities of the participating municipal police departments; 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 participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities 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, 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) **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 and the Town of Bay Harbor Islands 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 Police Department or the Town of Bay Harbor Islands Police Department.
 - c) **Agency head:** Either the Chief of the City of North Miami Police Department, or the Chief's designees; and the Chief of Police of the Town of Bay Harbor Islands Police Department, or the Chief's designees.

- d) **Certified law enforcement employee:** 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, 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, his available resources and will respond in a manner deemed appropriate.

b) The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

- 1 Joint multi-jurisdictional criminal investigations.
- 2 Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
- 3 Any natural, technological or manmade 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, prisoner processing 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 Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.

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

15 Joint training in areas of mutual need.

16 Joint multi-jurisdictional marine interdiction operations.

17 Off-duty special events.

18 DUI Checkpoints.

c) 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.

d) 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, 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 this 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 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 extraterritorially under the provisions of the Mutual Aid Agreement. The provisions 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 its 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 or 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) 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.

i) **Liability:** Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, 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 cost by the requesting law enforcement agency. 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 extraterritorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

6. **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. 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.
7. **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.

8. **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 agency receiving the complaint 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 other participating agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the subject employee's agency for administrative review. The receiving 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.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including December 31, 2026. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty-(60) day's written notice to the other party.

AGREED AND ACKNOWLEDGED this February 01, 2022 day of , 2021

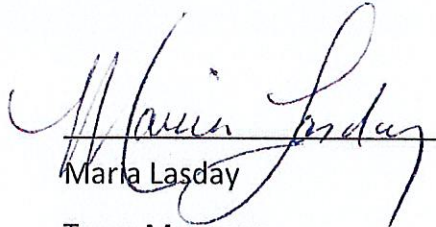
E-SIGNED by Theresa Therilus
on 2022-02-01 21:27:23 GMT

Theresa Therilus

City Manager

City of North Miami, Florida

Date:


Maria Lasday

Town Manager

Town of Bay Harbor Islands, Florida

Date:

ATTEST:

E-SIGNED by Vanessa Joseph
on 2022-02-01 21:39:48 GMT

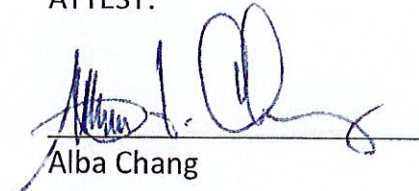
Vanessa Joseph

City Clerk

City of North Miami, Florida

Date:

ATTEST:


Alba Chang

Town Clerk

Town of Bay Harbor Islands, Florida

Date: 11/17/2021

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

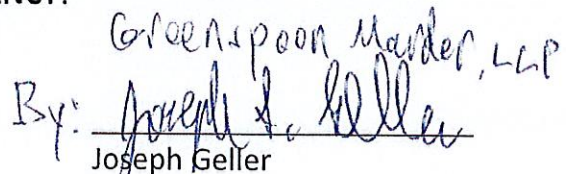
E-SIGNED by Jeff Cazeau
on 2022-01-26 14:33:54 GMT

Jeff P.H. Cazeau

City Attorney

City of North Miami, Florida

Date:


By:
Joseph Geller

Town Attorneys

Town of Bay Harbor Islands, Florida

Date:

JOINT DECLARATION OF
THE CHIEF OF THE TOWN OF
BAY HARBOR ISLANDS POLICE DEPARTMENTTHE CHIEF OF THE CITY 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 Town of Bay Harbor Islands and the City of North Miami Police Department, 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 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, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

City of North Miami

E-SIGNED by Theresa Therilus
on 2022-02-01 21:27:27 GMT

Theresa Therilus
City Manager
City of North Miami

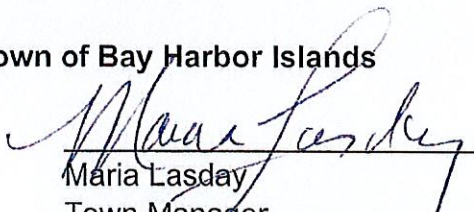
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E-SIGNED by Larry Juriga
on 2022-01-10 21:23:27 GMT

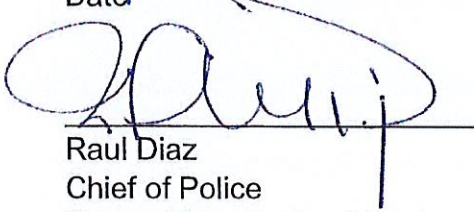
Larry Juriga
Chief of Police
City of North Miami

Date

Town of Bay Harbor Islands


Maria Lasday
Town Manager
Town of Bay Harbor Islands

Date


Raul Diaz
Chief of Police
Town of Bay Harbor Islands

Date

RESOLUTION NO. 2021-R-174

**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 BAY HARBOR ISLANDS TO
PROVIDE ADEQUATE LEVELS OF POLICE SERVICES;
PROVIDING FOR AN EFFECTIVE DATE AND ALL
OTHER PURPOSES.**

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

WHEREAS, the City of North Miami and the Town of Bay Harbor Islands are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to provide adequate levels of police services to address any foreseeable routine or emergency situation 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 Bay Harbor Islands and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Town of Bay Harbor Islands.

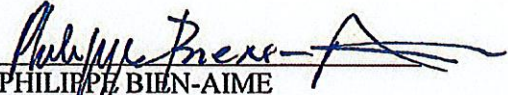
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:**

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

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

Section 3. **Effective Date.** This Resolution will be effective upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the
City of North Miami, Florida, this 23rd day of November, 2021.

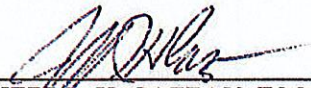

PHILIPPE BIEN-AIME
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Estimé-Irvin

Vote:

Mayor Philippe Bien-Aime
Vice Mayor Scott Galvin
Councilwoman Kassandra Timothe, MPA
Councilwoman Mary Estimé-Irvin
Councilman Alix Desulme, Ed.D.

<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)