

CITY OF AVENTURA RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF NORTH MIAMI FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Mutual Aid Agreement between the City of Aventura and the City of North Miami for law enforcement activities in substantially the form as attached hereto.

Section 2. The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the attached Agreement described in Section 1 above, and to carry out the aims of this Resolution.

Section 3. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Dr. Marks, who moved its adoption. The motion was seconded by Vice Mayor Kruss, and upon being put to a vote, the vote was as follows:

Commissioner Amit Bloom	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Billy Joel	<u>Yes</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Michael Stern	<u>Yes</u>
Vice Mayor Paul A. Kruss	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

PASSED AND ADOPTED this 6th day of February, 2024.



Howard Weinberg
HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:

Ellisa L. Horvath

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Robert Meyers

ROBERT MEYERS
CITY ATTORNEY
WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

MUTUAL AID AGREEMENT

Between City of Aventura Police Department and City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the City of Aventura, 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 that 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 under Chapter 23, Florida Statutes (Florida Mutual Aid Act) to enter into a mutual aid agreement.

NOW, THEREFORE, the parties agree as follows:

1. Short title: Mutual Aid Agreement

2. Description: The Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and intensive law enforcement situation(s). 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 that 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. Said declaration may be amended or supplemented at any time by the agency heads by filing a subsequent declaration with the clerks of the respective political subdivisions.

B. Agency or participating law enforcement agency: Either the City of

Aventura Police Department or the North Miami Police Department.

- C. **Agency Head:** Either the Chief of the Aventura Police Department, or the Chiefs designees, and the Chief of Police of the City of North Miami Police Department, or the Chiefs 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 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 which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and its available resources and will respond in a responsible manner.
- 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 that caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, resources, and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies 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 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 normally employed.

- B. A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- 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. The compensation shall include any amounts paid or due or compensation due to personal injury or death while such employees are engaged in rendering such aid. The compensation shall also include all benefits normally due to such employees.
- D. 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 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 authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- F. Should either agency participating in an operation or mission under this agreement receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the other party 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:** To the extent allowed by law, each party agrees to hold harmless, defend, and indemnify the other in any suit, action or claim for damages resulting from any and all acts or conduct of its employees while providing aid pursuant to this Agreement. Nothing is intended to be a waiver of the limitation placed upon the Parties' liability as set forth in Section 768.28. Florida Statutes.

7. **Forfeitures:** The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the

right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/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 settle the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action.

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 Cooperation 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 cooperative effort as it may pertain to this Cooperation 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 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. **Insurance:** Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16) (a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however, provided, of any party be canceled 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.

11. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including December 31, 2026. This Agreement shall not be renewed, amended, or extended except in writing.

12. **Cancellation:** The Agreement may be canceled 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 TO AND ACKNOWLEDGED this _____ day of _____, 2024.

CITY OF NORTH MIAMI

CHERISE G. GAUSE
CHIEF OF POLICE

Date: _____

RASHA CAMEAU
CITY MANAGER

Date: _____

ATTEST:

VANESSA JOSEPH
CITY CLERK

Date: _____

SIGNED AS TO FORM, LANGUAGE LEGALITY AND EXECUTION THEREOF:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

CITY OF AVENTURA

Michael M. Bentolila
MICHAEL BENTOLILA
CHIEF OF POLICE

Date: 02/06/2024

Ronald J. Wasson

RONALD J. WASSON
CITY MANAGER

Date: 02/06/2024



ELLISA L HORVATH, MMC
CITY CLERK

Date: 02/06/2024

Jeff P. H. Cazeau
WEISS SEROTA HELFMAN, ET AL
CITY ATTORNEY