



Council Report

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

To: The Honorable Mayor and City Council

From: Gary Eugene, Chief of Police

Date: August 23, 2016

RE: Proposed Resolution Approving the execution of a Mutual Aid Agreement and Joint Declaration between the City of North Miami and the Village of Indian Creek.

RECOMMENDATION

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

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 Village of Indian Creek 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 VILLAGE OF INDIAN CREEK, 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 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 Village of Indian Creek 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 with the Village of Indian Creek and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the Village of Indian Creek.

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

Section 2. **Authority of City Manager and Police Chief.** The City Manager and the Police Chief are authorized to execute the Mutual Aid Agreement and the Joint Declaration attached with the Village of Indian Creek.

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 _____, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

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

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

JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE CHIEF OF THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

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 pre-planned 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, hereto entered into by the **City of North Miami**, Florida and the **Village of Indian Creek**, 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 disturbance within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing persons calls.
9. 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 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.

10. Enemy attack
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized unites; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

Date: _____

Date: _____

Clarke P. Maher
Chief of the Village of Indian Creek
Public Safety Department Public Safety
Village of Indian Creek, Florida

Gary Eugene
Chief of the City of North Miami Police
Department
City of North Miami, Florida

ATTEST:

ATTEST:

Marilane Lima, Village Clerk
Village of Indian Creek, Florida

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

MUTUAL AID AGREEMENT
Between the Village of Indian Creek Public Safety Department
and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the **Village of Indian Creek** and the **City of North Miami**, Florida to ensure the 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 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, BE IT KNOWN, that the **Village of Indian Creek**, 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 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 law enforcement intensive 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 which enumerates the various conditions of 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. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **Village of Indian Creek Public Safety Department** or the **City of North Miami** police departments.
 - C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department** or the Chief's designee, and the Police Chief of the **City of North Miami** or the Police Chief's designee.
 - 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 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 the requesting agency, 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 normally employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, resources or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to its services, personnel, equipment, resources or facilities, and shall pay any and all expenses incurred in their maintenance and operation during the rendering of aid.
 - 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 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 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 extraterritorially under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
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 of conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. 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 law enforcement agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Forfeiture Contraband 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 states in Chapter 23, Florida Statutes.
9. 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.
10. Cancellation: This 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 hereto.

AGREED AND ACKNOWLEDGED this _____ day of August, 2016.

C. Samuel Kissinger, Village Manager
Village of Indian Creek, Florida

Larry M. Spring, Jr., City Manager
City of North Miami, Florida

Marilane, Lima, Village Clerk,
Village of Indian Creek, Florida

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney, Village of Indian Creek

City Attorney, City of North Miami