

MUTUAL AID AGREEMENT

Between the City of Opa-Locka Police Department and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the **City of Opa-Locka**, 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 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, 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 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 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 Opa-Locka Police Department or the North Miami Police Department.
 - C. **Agency Head:** Either the Chief of the Opa-Locka Police Department, or the Chief's designees, and the Chief of Police of the City of North Miami Police Department, or the Chief's 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 the 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 which 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. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of the mission.
 - 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 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:** 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:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Chapter 932, Florida Statutes, may be seized. The requesting law enforcement agency shall process the forfeiture. 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.
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.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of

signing, through and including December 31, 2021. This Agreement shall not be renewed, amended or extended except in writing.

10. **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 AND ACKNOWLEDGED this 13TH day of April, 2017.

City Manager, City of Opa-Locka Florida

City Manager, City of North Miami

City Clerk, City of Opa-Locka,
Florida

City Clerk, City of North Miami,
Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney, City of Opa-Locka,
Florida

City Attorney, City of North Miami,
Florida

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT
AND THE 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 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 Opa-Locka, Florida**, and the **City of North Miami, 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 with 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, and missing persons calls;
9. Enemy attack;
10. Transportation of evidence requiring security;

RESOLUTION NO. 2017-R-27

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 CITY OF OPA-LOCKA, FLORIDA TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICES; 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 City of Opa-Locka desire to enter into a Mutual Aid Agreement for law enforcement services; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the City of Opa-Locka and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the City of Opa-Locka.

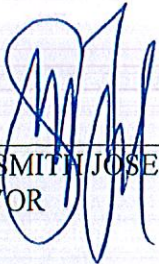
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:

Section 1. **Approval of Agreement.** The City Council hereby approves the Mutual Aid Agreement between the City of North Miami and Opa-Locka attached as "Exhibit 1."

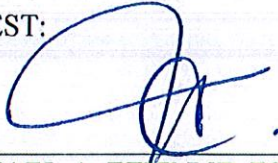
Section 2. **Authority of City Manager and Police Chief.** The City of North Miami authorizes the City Manager and the Police Chief to execute the Mutual Aid Agreement between the City of Opa-Locka Police Department and the City of North Miami Police Department, in the substantial format attached and identified as "Exhibit 1".

Section 3. **Effective Date.** This Resolution is 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 14th day of March, 2017.


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: Galvin

Seconded by: Desulme

Vote:

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

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