# RESOLUTION NO. 2014-79

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN MIAMI SHORES VILLAGE AND THE VILLAGE OF BISCAYNE PARK; AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE JOINT DECLARATION; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS the Village of Biscayne Park Police Department is committed to providing the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and,

WHEREAS, smaller municipalities such as Biscayne Park rely heavily on assistance from other police departments within Miami-Dade County to respond to both foreseeable and unforeseeable natural and man-made disasters and emergency situations; and,

WHEREAS, in order to insure 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 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; and,

WHEREAS, in consideration of the benefits provided by the Mutual Aid Agreement, the Village desires to execute the Mutual Aid Agreement and Joint Declaration between between Miami Shores Village and the Village of Biscayne Park.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Village Commission.

**Section 2.** The Village Manager is authorized to execute the Mutual Aid Agreement between Miami Shores Village and the Village of Biscayne Park; the Chief of Police is authorized to execute the Joint Declaration. The agreement and declaration, in substantial form, are attached and incorporated by reference into this resolution as exhibit 1 and 2.

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 6th day of November, 2014.

The foregoing resolution upon being put to a vote, the vote was as follows:

Mayor Coviello: Yes
Vice Mayor Ross: Yes
Commissioner Anderson: Yes
Commissioner Jonas: Yes
Commissioner Watts: Yes

David Coviello, Mayor

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

# MUTUAL AID AGREEMENT

Between Miami Shores Village
and the Village of Biscayne Park

**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 Shores Police Department or the Biscayne Park Police Department; and

**Whereas**, Miami Shores Village and the Village of Biscayne Park are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; 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 municipalities; and,

**Whereas**, Miami Shores Village and the Village of Biscayne Park have the authority under § 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 emergency.

**NOW, THEREFORE**, Miami Shores Village, a Florida municipal corporation, and the Village of Biscayne Park in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by 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. Subsequent to execution by 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 declarations with the clerks of the respective political subdivisions.

b. Agency or participating law enforcement agency: Either the Miami Shores Police Department or the Biscayne Park Police Department.

c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Biscayne Park Police Department, or the Chief's designees.

d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.

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 set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.

b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.

c. Each party to this Agreement agrees to furnish necessary personnel, 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 unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.

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. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

f. Whenever an officer or other employee is rendering assistance pursuant to this 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.

g. 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, PRIVILEDGES, IMMUNITIES, COSTS**

a. All employees of the participating 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 ordinance 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 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. 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.

g. 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.

**SECTION VI: INDEMNIFICATION**

a. 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 or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, 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(15)(a), Florida Statutes, 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 insurance coverage, however provided, 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) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The 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 forfeited property seized as a result of or in accordance with this agreement shall be divided 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**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2020**. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION X: CANCELLATION**

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

**IN WITNESS WHEREOF,** the parties hereto cause these presents to be signed on the date specified.

Thomas Benton
Village Manager
Miami Shores Village, FL

Date: 10-17-14

Heidi Shafran
Village Manager
Village of Biscayne Park

Date: 11/10/14

Attest:

Barbara Estep MMC

Barbara Estep
Village Clerk
Miami Shores Village, FL

Attest:

Maria Camara
Village Clerk
Village of Biscayne Park

Approved as to form
and legal sufficiency:

Richard Sarafan
Village Attorney
Miami Shores Village, FL

Approved as to form
and legal sufficiency:

John J. Hearn
Village Attorney
Village of Biscayne Park

***Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.***

# JOINT DECLARATION OF THE CHIEF OF THE MIAMI SHORES POLICE DEPARTMENT AND THE CHIEF OF THE BISCAYNE PARK 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 his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Miami Shores Village and the Village of Biscayne Park, 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, technological or man-made disaster.
4. Incidents which require rescue operations, 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. 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.

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 units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.

16. Joint training in areas of mutual need.

DATE: 10/15/2014

Kevin Lystad
Chief of Police
Miami Shores Police Department

ATTEST:

Barbara Estep MMC
Village Clerk

DATE: 01-09-15

Cornelius McKenna
Chief of Police
Biscayne Park Police Department

ATTEST:

Maria C. Camara
Village Clerk