

1 PASSED AND ADOPTED this 12th day of January, 2012.

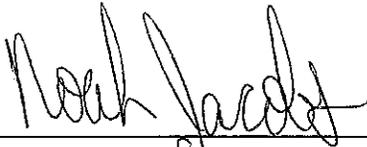
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7 Noah Jacobs, Mayor

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9 Attest:

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13 Maria C. Camara, Village Clerk

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15 Approved as to form:

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Village Attorney

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

Mayor Jacobs: Yes

Vice Mayor Watts: Yes

Commissioner Anderson: Yes

Commission Cooper: Yes

Commissioner Ross: Yes

MUTUAL AID AGREEMENT

Between the City of Florida City Police Department
And the Village of Biscayne Park Police Department

WHEREAS, it is the responsibility of the governments of the **City of Florida City, Florida**, and the **Village of Biscayne Park, 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 manmade conditions which 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 and Monroe County** municipalities; and

WHEREAS, the participating **Miami-Dade and Monroe 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 Biscayne Park**, subdivision of the State of Florida, and undersigned representatives, in consideration of 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 intensive law enforcement 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:
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- 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. 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 **City of Florida City Police Department**, or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Florida City Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Dade and Monroe County**, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** 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 authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
 - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resourced 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,
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equipment, facilities, and other resources and services in rendering such assistance.

- C. 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.

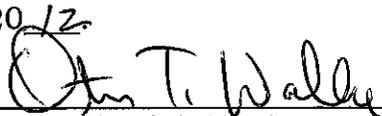
5. Power, Privileges, Immunities, and Costs:

- 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 regularly 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 to same and shall pay any and all expenses incurred in the maintenance and operation of the same.
 - C. The political subdivision have 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. 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,
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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 extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnifications:** 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. Nothing in this indemnification is intended to be a waiver of the limitation place upon a City's liability as set forth in Statute 768.28, Florida Statutes.
 7. **Forfeitures:** It is recognized that during the course of the operation of the 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. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
 8. **Conflicts:** Any conflict 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:** The Agreement shall be in effect from date of signing, through and including October 1, 2016, and 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 of the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.
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AGREED AND ACKNOWLEDGED this 12th day of January
2012

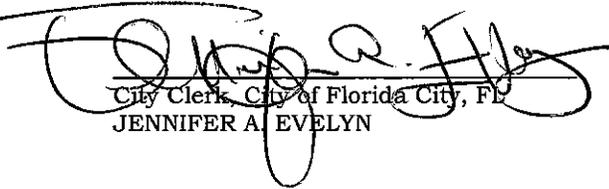


Mayor, City of Florida City, FL
OTIS T. WALLACE



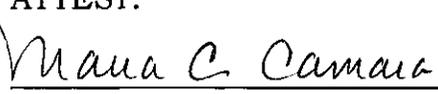
Mayor, City of Village of Biscayne Park, FL

ATTEST:



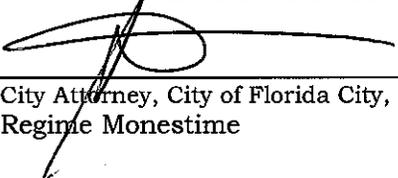
City Clerk, City of Florida City, FL
JENNIFER A. EVELYN

ATTEST:

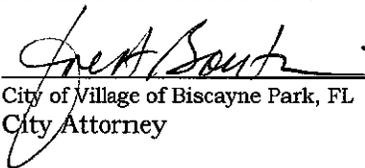


City of Village of Biscayne Park, FL
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



City Attorney, City of Florida City, FL
Regime Monestime



City of Village of Biscayne Park, FL
City Attorney

**JOINT DECLARATION
OF THE CHIEF OF THE VILLAGE OF BISCAYNE PARK POLICE
DEPARTMENT
AND THE CHIEF OF THE CITY OF FLORIDA CITY DEPARMTENT
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 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, hereto entered into by the City of Florida City, Florida 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.

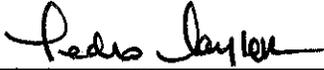
1. Joint multi-jurisdictional criminal investigations;
 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
 3. Any natural disaster;
 4. Incidents which require rescue operations and crown and traffic control
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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 or 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. Backups 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, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
 15. Joint training in areas of mutual need;
 16. Participating in exigent situations without a formal request which are spontaneous 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 of 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;
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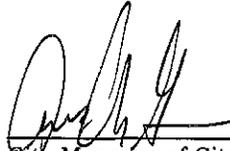
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: 9/26/11



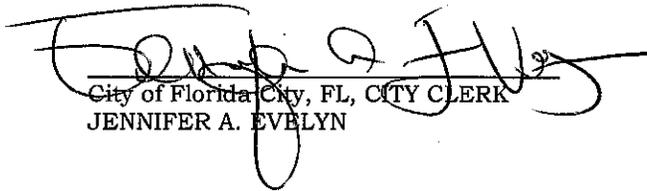
Chief of the City of Florida City Police Dept.
City of Florida City, Florida
PEDRO W. TAYLOR, JR.

DATE: 1/12/2012



City Manager of ~~City of Key West~~
Village of Biscayne Park, Florida
Print Name: Ana M. Garcia

ATTEST:



City of Florida City, FL, CITY CLERK
JENNIFER A. EVELYN

ATTEST:



Village of Biscayne Park, City Clerk
Print Name: Maria C. Camara