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RESOLUTION NO. 2020-11

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF EL PORTAL AND THE VILLAGE OF BISCAYNE DEPARTMENT; AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE JOINT DECLARATION AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Biscayne Park Police Department is committed to providing the Village's residents with the highest level of public safety level of service to address any foreseeable routine or emergency situations; 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 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 municipalities; and,

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, *Florida Statutes*, "Florida Mutual Aid Act", to enter into Mutual Aid Agreements; and,

WHEREAS, in consideration of the benefits provided by a Mutual Aid Agreement between the Village of El Portal and the Village of Biscayne Park, the Village desires to execute the Mutual Aid Agreement and Joint Declaration between the Village of El Portal and the Village of Biscayne Park attached hereto.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Approval of Mutual Aid Agreement. The Mutual Aid Agreement attached hereto and incorporated by reference into this Resolution as Exhibit 1 is approved. The Village Manager and all other appropriate Village officials are authorized to execute the Mutual Aid Agreement between the Village of El Portal and the Village of Biscayne Park; and the Chief of Police is authorized to execute the Joint Declaration.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

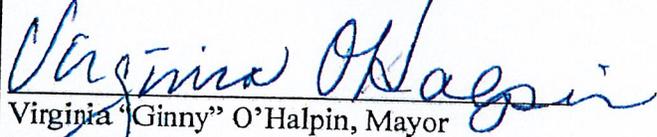
Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

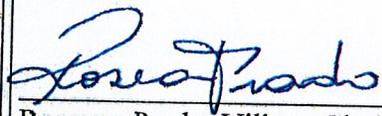
1 The foregoing Resolution was offered by Commissioner Ross, who moved its adoption. The
2 motion was seconded by Commissioner Samaria, and upon being put to a vote the vote was as follows:
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4	Virginia "Ginny" O'Halpin, Mayor	Yes
5	William Tudor, Vice Mayor	Yes
6	Macdonald "Mac" Kennedy, Commissioner	Yes
7	Roxanna "Rox" Ross, Commissioner	Yes
8	Dan Samaria, Commissioner	Yes

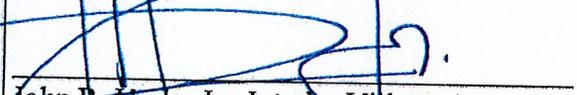
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10 VILLAGE OF BISCAYNE PARK

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14 Virginia "Ginny" O'Halpin, Mayor

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17 ATTEST:

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21 Roseann Prado, Village Clerk

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23
24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
25 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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29 John R. Hern, Jr., Interim Village Attorney

MUTUAL AID AGREEMENT
Between the Village of El Portal
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 Village of El Portal Police Department and the Village of Biscayne Park Police Department; and,

Whereas, the Village of El Portal and the Village of Biscayne Park are 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, the Village of El Portal 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, the Village of El Portal, a Florida municipal corporation, and the Village of Biscayne Park, a Florida municipal corporation, 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 1: SHORT TITLE: Mutual Aid Agreement

SECTION II: DESCRIPTION

Since the 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. **Join 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 Village of El Portal Police Department or the Village of Biscayne Park Police Department.

- c. Agency Head: Either the Chief of the Village of Biscayne Park Police Department, or Chief's designees; and the Chief of the Village of Biscayne Park, 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, PRIVILEGES, 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 employment 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, worker's 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 subdivisions 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 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.

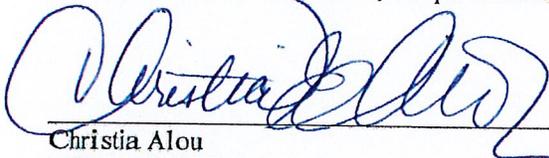
SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 30, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

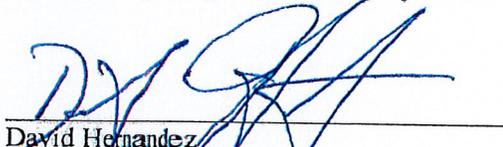
Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

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



Christia Alou
Village Manager
Village of El Portal

Date: 6/8/2020



David Hernandez
Interim Village Manager
Village of Biscayne Park

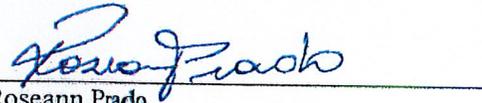
Date: 5-19-2020

ATTEST:



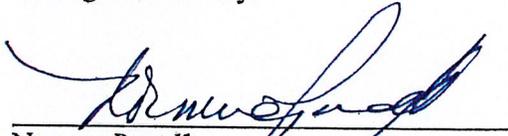
Yenise Jacob
Village Clerk
Village of El Portal

ATTEST:



Roseann Prado
Village Clerk
Village of Biscayne Park

Approved as to form
and legal sufficiency:



Norman Powell
Village Attorney
Village of El Portal

Approved as to form
and legal sufficiency:



John R. Herin Jr.
Interim Village Attorney
Village of Biscayne Park

Filing the mutual aid agreement: Section 23.12254(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, PO Box 1489, Tallahassee, FL 32302, Attention: Mutual Aid, or by fax to (904) 488 1760.