

## MUTUAL AID AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE CITY OF NORTH MIAMI BEACH

**WHEREAS**, it is the responsibility of the governments of Miami-Dade County, 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**, it is government's responsibility to ensure that preparation of 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 municipalities; and

**WHEREAS**, North Miami and City of North Miami Beach 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: 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.
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. The declaration may be amended or supplemented at any time by the agency heads.
  - b. Agency or participating law enforcement agency: Either the City of North Miami or the City of North Miami Beach.
  - c. Agency head: Either the City Manager of the City of North Miami or the City Manager of the City of North Miami Beach.

- d. Participating municipal police department: The police departments of the City of North Miami and the police department of the City of North Miami Beach.
  - 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 City requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.
  - b. 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 deplete unreasonably its own personnel, 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. Powers, Privileges, Immunities, and Costs:
- a. All employees of the participating municipal police department, including 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 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 any action.
  - 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 the aid and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering aid. Compensation shall also include all benefits normally due the 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 officers, agents, or employees of any 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 extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. 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 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.

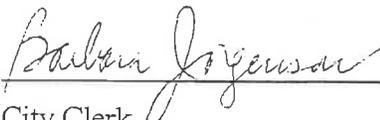
7. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
  
8. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including December 31, 2006. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.
  
9. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Agency heads of the parties.

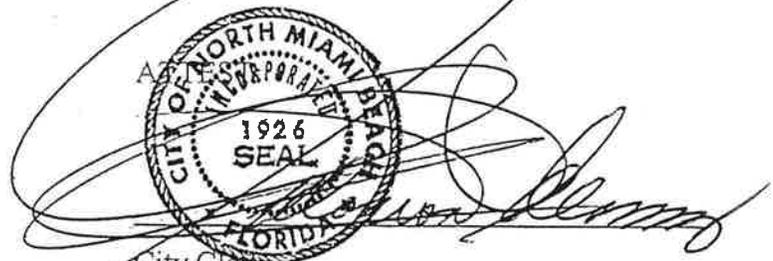
AGREED TO AND ACKNOWLEDGED this 10th day of December, 2001.

  
 \_\_\_\_\_  
 City Manager  
 City of North Miami, Florida

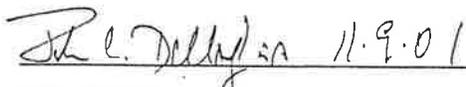
  
 \_\_\_\_\_  
 City Manager  
 City of North Miami Beach, Florida

ATTEST:

*Deputy*   
 \_\_\_\_\_  
 City Clerk  
 City of North Miami, Florida

  
  
 \_\_\_\_\_  
 City Clerk  
 City of North Miami Beach, Florida

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 City Attorney  
 City of North Miami, Florida

APPROVE AS TO FORM:

  
 \_\_\_\_\_  
 City Attorney  
 City of North Miami Beach, Florida

JOINT DECLARATION OF THE CHIEF OF  
THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE  
CHIEF OF THE NORTH MIAMI POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID ACT

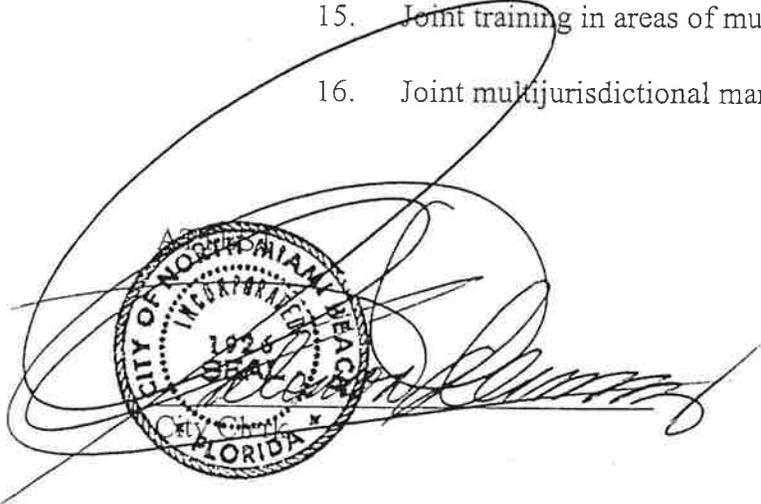
A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are 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 heretofore entered into by the City of North Miami Beach and the City of North Miami, 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 multijurisdictional 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 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 person 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, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
15. Joint training in areas of mutual need.
16. Joint multijurisdictional marine interdiction operations.



CITY OF NORTH MIAMI BEACH POLICE  
DEPARTMENT

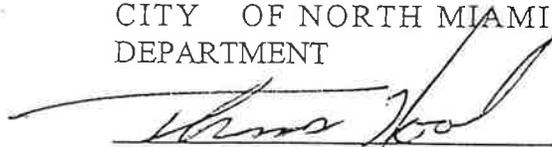


William B. Berger, Chief

Date: 12 June 2001

ATTEST:

CITY OF NORTH MIAMI POLICE  
DEPARTMENT

  
Deputy City Clerk  
Thomas Hood, Chief

Date: 6-June-01