



# City of North Miami

776 Northeast 125th Street, P.O. Box 610847, North Miami, Florida 33261 - 0847

(305) 893-6511

TO: Chief Flom  
FROM: David M. Wolpin, City Attorney *J.W.*  
DATE: October 31, 1990  
RE: Mutual Aid Agreement  
with the City of North Miami Beach

If satisfactory, please have execution of the attached completed and return to Chief Berger for completion of execution by his City.

Thank you.

/lwl

C.C. Lee R. Feldman, Deputy City Manager

MUTUAL AID AGREEMENT

This agreement made this 31<sup>st</sup> day of October, 1990,  
between the CITY OF NORTH MIAMI BEACH and CITY OF NORTH MIAMI  
POLICE DEPARTMENTS.

W I T N E S S E T H

WHEREAS, in recognition of the existing and continuing possibility of law enforcement intensive situations and emergencies within the cities of North Miami Beach, Florida, and North Miami, Florida, and in order to insure that the preparation of law enforcement resources will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the cities of North Miami Beach and North Miami; and

WHEREAS, the police chief of each municipality is the Chief Law Enforcement Officer of and responsible for law enforcement services within such municipality; and

WHEREAS, the cities of North Miami Beach, Florida, and North Miami, Florida, have authority under Part 1 of Chapter 23, Florida State Statutes (1989), Florida Mutual Aid Act, to enter into a requested MUTUAL AID AGREEMENT;

NOW, THEREFORE, BE IT KNOWN that the cities of North Miami Beach and North Miami hereby approve and enter into this agreement whereby the police department of each municipality may request and render law enforcement assistance to the other in emergencies under Section 252.34(2), Florida Statutes, and law enforcement intensive situations including, but not limited to, the following:

1. Civil affray or disobedience, disturbances, riots, large

protest demonstrations, controversial trials, political conventions, labor disputes and strikes.

2. Any natural disaster.
3. 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.
4. Terrorist activities including, but not limited to, acts of sabotage.
5. Escapes from, or disturbances within, detention facilities.
6. Hostage and barricaded subject situations.
7. Sporting events, concerts and parades.
8. Security and escort duties for dignitaries.
9. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb and crime scenes.
10. Emergency or intensive situations in which one agency needs additional assistance to perform its functional objective.

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The police chief of the municipality whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render services to any other party to the agreement as set forth above; provided, however,

that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

SECTION III: The party which furnishes any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The party furnishing aid pursuant to this part shall compensate its employees 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, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION IV: Each municipality will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunities from liability, exemptions from laws, 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 function within the territorial limits of their respective public agencies shall apply to them to same degree, manner, and extent while

engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

SECTION V: The resources or facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

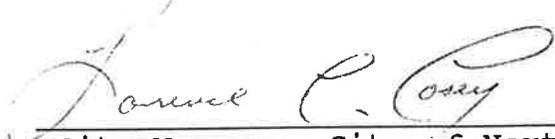
SECTION VI: In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agency or agencies are rendering aid outside of their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

SECTION VII: The municipality 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 municipality 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 Section 768.28, Florida Statutes, where applicable.

SECTION VIII: Any party may withdraw from this agreement upon written notice to all other parties.

SECTION IX: This agreement shall remain in effect for a period not to exceed five years. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

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

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

Nov. 2, 1990  
Date Executed

1 NOV 1990  
Date Executed

ATTEST:

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

ATTEST:

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

APPROVED AS TO FORM AND  
CORRECTNESS:

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

APPROVED AS TO FORM AND  
CORRECTNESS:

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

Nov. 2, 1990

Dated

October 31, 1990

Dated

JOINT DECLARATION OF THE CHIEF OF THE CITY  
OF NORTH MIAMI BEACH 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 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 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, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual aid.

FURTHER, in recognition of the need for cooperation in the patrol of the waterways within the jurisdictional boundaries of each participating agency, and the need to enhance and expedite traffic control activities, traffic accident investigation, and the enforcement of the traffic laws, the following declarations are agreed upon:

1. That each jurisdiction extends to the other the right to patrol and conduct enforcement activities in their respective waterways.
2. That each jurisdiction extends to the other the right to conduct traffic enforcement activities on the following roadways:
  - a. Biscayne Blvd., as defined in section four(4) below.
  - b. Sunny Isle Causeway (SR826), as defined in section three(3) below.
3. That the City of North Miami Beach will assume responsibility for traffic enforcement activity, traffic control, and the investigation of all traffic accidents, including those of a criminal nature, which occur on SR826, (Sunny Isle Causeway), either east or west bound, between the City of North Miami's jurisdictional boundary line on the causeway overpass extending over the Intracoastal Waterway on the east, and Biscayne

Blvd. on the west, including the entire intersection of SR826 and Biscayne Blvd.

4. That the City of North Miami Beach will assume responsibility for traffic enforcement activity, traffic control, and the investigation of all traffic accidents, including those of a criminal nature, which occur on Biscayne Blvd. from the north lateral line of Northeast 135 Street north to, and including, the intersection of SR826 and Biscayne Blvd.
5. The City of North Miami will continue to staff the off-duty traffic control function for sporting events at Biscayne Blvd. and 151 Street.
6. That this agreement is for Traffic only, and that the investigation of crimes occurring along these specified corridors will continue to be the responsibility of, and investigated by, the agency having original jurisdiction at the sight of occurrence.

*Wm. B. Berger*

William B. Berger, Chief of Police, City of North Miami Beach

Date: 25-Sept-90.

ATTEST

*[Signature]*  
city clerk

*Thomas H. Flom*

Thomas H. Flom, Chief of Police, City of North Miami

Date: October 31, 1990

ATTEST

*[Signature]*  
Deputy City Clerk

APPROVED AS TO FORM

*[Signature]*  
CITY DEPARTMENT  
CITY OF NORTH MIAMI