



CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

A STATE ACCREDITED LAW ENFORCEMENT AGENCY



Rafael P. Hernandez, Jr.
Chief of Police

www.nmbpd.org

January 8, 2010

**Chief Clint S. Shannon
North Miami Police Department
700 NE 124th Street
N. Miami, FL 33161**

Dear Chief Shannon:

Enclosed, please find two (2) original fully executed Mutual Aid and Joint Declaration agreements between the City of North Miami Beach and the City of North Miami. I have kept two (2) originals for our files.

Please feel free to contact me if necessary, and I look forward to our continued relationship in matters of mutual concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Rafael P. Hernandez, Jr.", written over a horizontal line.

**Rafael P. Hernandez, Jr.
Chief of Police**

RH/yr

OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

Between the City of North Miami and the City of North Miami Beach Municipal Police Departments

WHEREAS, the subscribing law enforcement agencies 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 section 252.34, Florida Statutes; and

WHEREAS, the North Miami Police Department and the North Miami Beach Police Department have the authority under section 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 parties agree as follows:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest demonstrations, aircraft disasters, fires, hurricanes, tornadoes or other weather related crises, sporting events, concerts, parades, escapes from detention facilities, off duty assignments, incidents requiring utilization of specialized units and any other situation deemed appropriate by each of the aforesaid agency heads.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting 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.

The agency head or authorized representative 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. Communications instructions will be included in each request for mutual aid. In the absence of such instructions, communications will be conducted on a mutually agreed upon radio frequency, if not through Miami-Dade Communications Bureau.

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

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.

CONFLICTS: Whenever an officer is rendering assistance pursuant to this agreement, the officer 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 or a superior officer of the requesting agency, then supervising officers from each agency will together determine the appropriate course of action as determined by the situation.

HANDLING COMPLAINTS: 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 the 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 employees accused without regard as 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 IV: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of section 768.28, Florida Statutes, where applicable.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- a. Employees of the North Miami Police Department and the North Miami Beach Police Department when actually engaging in mutual cooperation and assistance outside their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

- b. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.
- c. A political subdivision that furnishes equipment pursuant to this agreement must pay any expense incurred in the operation and maintenance of that equipment.
- d. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its 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 rendering aid pursuant to this agreement.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of any employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and part time employees.
- f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeted jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- g. 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 the other.

SECTION VI: LIABILITY INSURANCE

The City of North Miami Beach is self-insured pursuant to Chapter 768, Florida Statutes. North Miami shall provide satisfactory of liability insurance by one or more of the means specified in section 768.28(16)(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 the insurance coverage, however, provided, of any party be canceled 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: FORFEITURE PROVISIONS

- a. In the event an 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 equally between the parties, less the costs associated with the forfeiture action.

SECTION VIII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force until March 1, 2015. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

CANCELLATION:

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

AGREED AND ACKNOWLEDGED this 8th day of JANUARY, 2010.

Mark E. Collins
City Manager, City of North Miami, FL
Interim, Mark E. Collins

[Signature]
City Manager, City of North Miami Beach, FL

ATTEST:

[Signature]
City Clerk, City of North Miami, FL

ATTEST:
[Signature]
City Clerk, City of North Miami Beach, FL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
City Attorney
V. Lynn Whitfield
City of North Miami, FL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: *TERMS AND CONDITIONS PROVIDED BY OTHERS*
[Signature]
City Attorney
City of North Miami Beach, FL