

RESOLUTION No. 2007-136-643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE CITY AND MIAMI-DADE COUNTY, TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICE FOR THE MUTUAL BENEFIT OF EACH AGENCY IN SUBSTANTIAL FORM AS THAT AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 23, Florida Statutes, entitled Florida Mutual Aid Act, authorizes various agencies to enter into agreements whereby the resources of one will be used to enhance the resources of the other, and

WHEREAS, the City has established a professional Police Department and is desirous of entering into various Mutual Aid Agreements and Joint Declarations of responsibilities with various agencies and sister cities, the borders of which are contiguous to those of the City, and

WHEREAS, the City Council has determined, upon investigation and inquiry that the making of a mutual aid agreement with the agency named herein is a valid public purpose and will benefit the residents of the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens, Miami-Dade County, Florida, authorizes the City Manager to execute a Mutual Aid

Agreement and Joint Declaration between the City and Miami-Dade County, to provide adequate levels of police service for the mutual benefit of each agency in substantial form as that Agreement attached hereto as Exhibit "A."

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 25, 2007.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by JAMES C. BRADY, ESQ.  
Assistant City Attorney

SPONSORED BY: RENEE FARMER, ASSISTANT CITY MANAGER

MOVED BY: Vice Mayor Watson  
SECONDED BY: Councilman Bratton

VOTE: 6-0

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Aaron Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman André Williams	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Oscar Braynon II	<u>    </u> (Yes)	<u>    </u> (No) Out of town

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Oscar Braynon II  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilwoman Barbara Watson  
Councilman André Williams

## Agenda Cover Page

Date: September 25, 2007

Fiscal Impact: No **X** Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes  No **X**

Sponsor Name/Department: R. Farmer

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # \_\_\_\_\_

Quasi-Judicial

Resolution **X**

2nd Reading

Yes  No **X**

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE CITY AND MIAMI-DADE COUNTY, TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICE FOR THE MUTUAL BENEFIT OF EACH AGENCY IN SUBSTANTIAL FORM AS THAT AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

The Miami Gardens Police Department (MGPD) will begin operations on December 1, 2007. Chapter 23 of the Florida State Statutes provides that municipalities can enter into mutual aid agreements to enhance services and share resources for the benefit of their citizens. In an effort to provide the optimum level of service to the residents of the City of Miami Gardens, the attached resolution is presented to authorize the City Manager to execute a Mutual Aid Agreement and Joint Declaration with Miami-Dade County for incidents arising within the county and specifically the City of Miami Gardens. The agreement will benefit both entities, and delineates measures to protect the interest of the City and identify specific areas of responsibility and response.

## Recommendation:

**J-1) CONSENT AGENDA  
RESOLUTION  
MIAMI-DADE COUNTY  
MUTUAL AID AGREEMENT**

That the City Council approves the attached resolution authorizing the City Manager to execute a Mutual Aid Agreement with Miami-Dade County.

## MUTUAL AID AGREEMENT

### Between Miami-Dade County and Participating Municipal Police Departments

Whereas, it is the responsibility of the governments of Miami-Dade County, Florida, and the City of Miami Gardens 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 man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami-Dade Police Department or the participating municipal police departments; 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 County of Miami-Dade and the City of Miami Gardens; and

Whereas, Miami-Dade County and the City of Miami Gardens 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 Miami-Dade County, a political subdivision of the State of Florida, and the City of Miami Gardens, in consideration for 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 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 Joint Declaration between Miami-Dade County and the City of Miami Gardens is attached hereto as Exhibit "A" and is hereby incorporated by reference. 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 Miami-Dade Police Department or the participating municipal police department.
  - c. Agency head: The Miami-Dade County Manager or his designee shall have the right to bind Miami-Dade County, and the City Manager or his

designee shall have the right to bind the City of Miami Gardens in accordance with this Agreement.

d. Participating municipal police department: The City of Miami Gardens

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 police department 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 his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, 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 manpower, 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 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 employees rendering aid pursuant to the 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 exemption from ordinances and rules, and all pensions, insurances, 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 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.

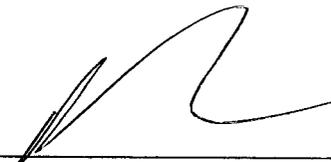
6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages 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.
7. 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 sieved, 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 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.
9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 2010. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. .

AGREED TO AND ACKNOWLEDGED this 28 day of February, 2008

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

  
\_\_\_\_\_  
County Manager  
Miami-Dade County, Florida

ATTEST:

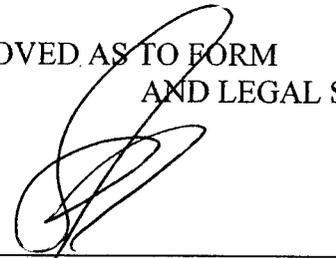
ATTEST:

  
\_\_\_\_\_  
City Clerk  
City of Miami Gardens Florida

  
  
\_\_\_\_\_  
County Clerk  
Miami-Dade County, Florida

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM

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

  
\_\_\_\_\_  
County Attorney  
Miami-Dade County, Florida

JOINT DECLARATION BETWEEN THE DIRECTOR OF THE MIAMI-DADE POLICE  
DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI GARDENS POLICE  
DEPARTMENT 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 heretofore entered into by the City of Miami Gardens, Florida and Miami-Dade County, 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 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 multi-jurisdictional marine interdiction operations.
17. While participating in any large scale event taking place at Dolphin Stadium being handled by the MDPD Special Events Off-Duty Program, the CMG police personnel agree to be governed by the MDPD Special Events Off-Duty Program.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

#### Concurrent Jurisdiction:

It is to the mutual benefit of the City of Miami Gardens Police Department and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs (a) and (b) below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Joint Declaration and areas in which the Miami-Dade Po-

lice Department does not have law enforcement jurisdiction, for arrest, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Joint Declaration, "official business outside of his or her jurisdiction" shall not include routine patrol activities, preplanned operations, or undercover investigations.

- b) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in the Joint Declaration and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to insure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

Pursuant to this Joint Declaration, the City of Miami Gardens shall, before exercising concurrent jurisdiction, adopt as part of its agency's Standard Operating Procedures, the following Standard Operating Procedure For Concurrent Law Enforcement Jurisdiction:

**STANDARD OPERATING PROCEDURE FOR  
CONCURRENT LAW ENFORCEMENT JURISDICTION**

I. PURPOSE:

To provide specific guidelines for the use of concurrent law enforcement jurisdiction.

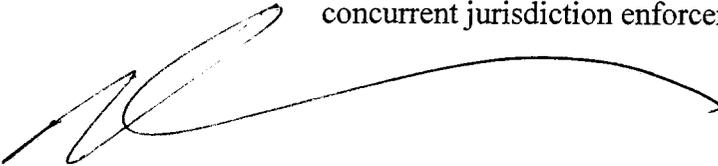
II. POLICY:

It shall be the policy of the City of Miami Gardens Police Department that law enforcement officers may make arrests for felonies, misdemeanors and arrestable traffic offenses in unincorporated Miami-Dade County and within any municipality which participates in this Mutual Aid Agreement when the offense takes place in the officers' presence while officers are within their jurisdictions or while they are traveling from place to place on official business outside his or her jurisdiction, i.e., to or from court, or as a result of an investigation of any offense constituting a felony or act of Domestic Violence as defined in Section 741.28, Florida Statutes, when the offense took place within the jurisdiction of the investigation officer. However, absent a search warrant, concurrent jurisdiction does not include authority to make forcible entries into private residences or businesses which are not open to the public, i.e., authority may only be exercised in places which are open to the public or with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.

A. General Requirements:

1. Prior to taking any enforcement action, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as possible.
2. All arrests made pursuant to this Mutual Aid Agreement shall be coded and processed in such manner as to ensure that any revenues or surcharges generated shall be directed to the jurisdiction in which the arrest was made.
3. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.

4. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does not include preplanned operations, undercover investigations, stings, or sweeps.
5. Officers shall not conduct routine patrol activities outside of their jurisdiction.
6. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken as soon as possible after the action has taken place.
7. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
8. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.



\_\_\_\_\_  
 Dr. Danny O. Crew, City Manager  
 City of Miami Gardens

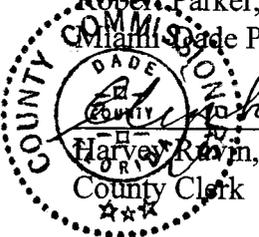
1/11/08  
 Date

  
 Reviewed by: Matt Boyd, Chief  
 City of Miami Gardens Police Department

01/11/08  
 Date

  
 Robert Parker, Director  
 Miami-Dade Police Department

2/17/08  
 Date



  
 Harvey Rabin,  
 County Clerk

2/29/2008  
 Date