

RESOLUTION NO. 2014-158

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE CITY OF OPA LOCKA AS A PARTICIPATING MUNICIPAL POLICE DEPARTMENT TO PROVIDE FOR REQUESTING AND RENDERING ASSISTANCE FOR ROUTINE AND INTENSIVE LAW ENFORCEMENT SITUATIONS FROM THE EFFECTIVE DATE OF THE AGREEMENT THROUGH JANUARY 10, 2020.

WHEREAS, the City of Hialeah and the City of Opa Locka 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 law enforcement situations; and

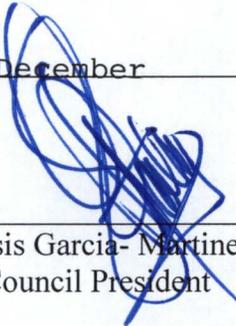
WHEREAS, Chapter 23, Florida Statutes, the “Florida Mutual Aid Act,” permits law enforcement agencies to enter into a combined mutual aid agreement which permits voluntary cooperation and assistance of a routine or emergency law enforcement nature; and

WHEREAS, a Mutual Aid Agreement of this nature would be beneficial to the City of Hialeah.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to enter into a mutual aid agreement with the City of Opa Locka as a participating municipal police department to provide for requesting and rendering assistance for routine and intensive law enforcement situations from the effective date of the agreement through January 10, 2020.

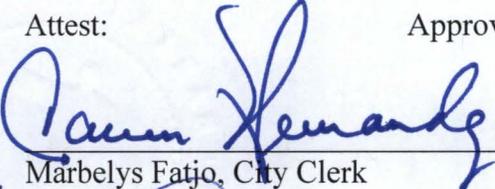
PASSED AND ADOPTED this 9 day of December, 2014.



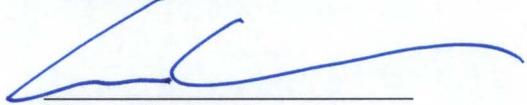
Isis Garcia- Martinez
Council President

Attest:

Approved on this 15 day of December, 2014.

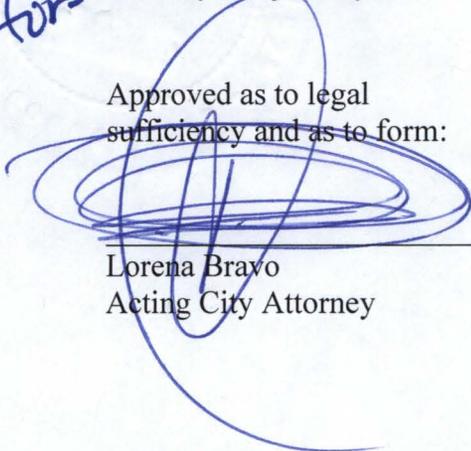
for- 

Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

Approved as to legal
sufficiency and as to form:



Lorena Bravo
Acting City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernández and Lozano voting "Yes".

MUTUAL AID AGREEMENT

Between the City of Hialeah, Florida and the City of Opa Locka, Florida

Whereas, it is the responsibility of the governments of the City of Hialeah, Miami-Dade County, Florida, and the City of Opa Locka Police Department, 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

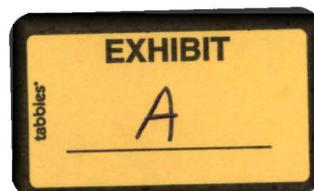
Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Hialeah Police Department or the City of Opa Locka Police Department; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Hialeah and the City of Opa Locka; and

Whereas, City of Hialeah and the City of Opa Locka 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 the City of Hialeah and the City of Opa Locka, municipal corporations of the State of Florida, by and through their undersigned representatives, 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 police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.



- b. Agency or participating Law Enforcement Agency: Either the City of Hialeah Police or the City of Opa Locka Police Department.
 - c. Agency Head: Either the Chief of the City of Hialeah Police Department or the Chief's designees; and the Chief of the City of Opa Locka Police Department, or the Chief's designees.
 - d. Participating Municipal Police Department: The Police Department of any municipality in Miami-Dade County, 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.
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/her 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 Law Enforcement Agencies, 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 employed 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 municipality in which they are normally employed.

- b. The municipality 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 municipality 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 such aid and shall defray 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 ordinance 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 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 this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid, reserve, and auxiliary employees.

6. Indemnification:

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, actions, 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, 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, less the costs associated with the forfeiture action. Any participating agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. 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 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 10, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2014

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Carlos Hernandez, Mayor
City of Hialeah, Florida
Date: _____

Kelvin L. Baker, Sr., City Manager
City of Opa Locka, Florida
Date: _____

Attest:

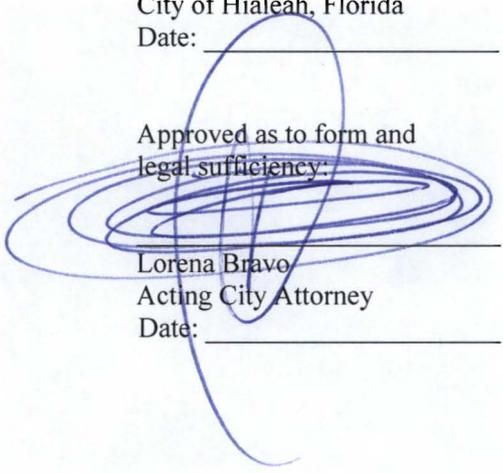
Attest:

Marbelys Fatjo
City Clerk
City of Hialeah, Florida
Date: _____

Joanna Flores
City Clerk
City of Opa Locka, Florida
Date: _____

Approved as to form and
legal sufficiency:

Approved as to form and
legal sufficiency:



Lorena Bravo
Acting City Attorney
Date: _____

Joseph Geller
City Attorney
Date: _____

**JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF
HIALEAH POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE
CITY OF OPA LOCKA POLICE DEPARTMENT PURSUANT TO
THE 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 pre-planned 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 Hialeah and the City of Miami Gardens, 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 by subsequent declarations.

- 1) Joint multi-jurisdiction criminal investigations.
- 2) Civil affray or disobedience, disturbance, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3) Any natural disaster.
- 4) Incidents that require rescue operations and crowd 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 crimes scenes, area searches, perimeter control, backups 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, SWAT, marine patrol, and police information.
- 15) Joint training in areas of mutual need.
- 16) Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
- 17) Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.

The following procedures will apply in mutual aid operations:

- 1) Mutual aid requested or rendered will be approved by the Chief of Police 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 **Hialeah 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.

 Sergio Velazquez
 Chief of Police
 City of Hialeah, Florida
 Date: _____

Attest:

 Jeffrey Key
 Chief of Police
 City of Opa Locka, Florida
 Date: _____

Attest:

 Marbelys Fatjo
 City Clerk
 City of Hialeah, Florida
 Date: _____

 Joanna Flores
 City Clerk
 City of Opa Locka, Florida
 Date: _____

Approved as to form and
 legal sufficiency: .

Approved as to form and
 legal sufficiency:

 Lorena Bravo
 City Attorney
 Date: _____

 Joseph Geller
 City Attorney
 Date: _____