RESOLUTION NO. 2013-113

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 DORAL 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 SEPTEMBER 30, 2018.

WHEREAS, the City of Hialeah and the City of Doral 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 Doral 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 September 30, 2018.

PASSED AND ADOPTED this 12 day of November, 2013.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 13 day of November, 2013.

Marbelys Fajto, City Clerk

Mayor Carlos Hernandez

Approved as to legal
sufficiency and as to form:

William M. Grodnick, City Attorney

S:\R

Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

MUTUAL AID AGREEMENT

BETWEEN THE CITY OF HIALEAH AND THE CITY OF DORAL

Whereas, it is the responsibility of the governments of the City of Hialeah, and the City of Doral, 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 Doral Police Department; and

Whereas, in order to ensure that the resources 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 Doral; and

Whereas, City of Hialeah and the City of Doral have the authority under Chapter 23, *Florida Statutes*, the "Florida Mutual Aid Act," to enter into this Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Hialeah and the City of Doral, 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:** This Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations; thus, this 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. Law Enforcement Agencies: The Police Department of the City of Hialeah and/or the Police Department of the City of Doral.

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 Doral 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. The Agency Head's decision in this regard shall

be final.

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, 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. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

b. Each party agrees to furnish equipment, resources and facilities, and to render services to the other party to this Agreement as provided for herein; provided, however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to 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.

d. 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, and also include all benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement Employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.

e. All of the privileges and immunities from liability, exemption from 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 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 Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

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. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.

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 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 Act will be controlled by the provisions of the latter, whenever conditions exist that are within

the definitions and provisions in Chapter 23, *Florida Statutes*.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, September 30, 2018. 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.

AGREED TO AND ACKNOWLEDGED this ___ day of November, 2013.

_____	_____
Carlos Hernandez, Mayor	Luigi Boria, Mayor
City of Hialeah, Florida	City of Doral, Florida
Date: _____	Date: _____
_____	_____
Sergio Velazquez	Richard Blom
Chief of Police	Chief of Police
City of Hialeah, Florida	City of Doral, Florida
Date: _____	Date: _____
Attest:	Attest:
_____	_____
Marbelys Fajto	Barbara Hernandez
City Clerk	City Clerk
City of Hialeah, Florida	City of Doral, Florida
Date: _____	Date: _____
Approved as to form and legal sufficiency:	Approved as to form and legal sufficiency:
_____	_____
William M. Grodnick	John Herin
City Attorney	City Attorney
Date: _____	Date: _____

JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF HIALEAH POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE CITY OF DORAL 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 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 Doral, 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, 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. 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.
2) 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.
3) Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

_____	_____
Sergio Velazquez	Richard Blom
Chief of Police	Chief of Police
City of Hialeah, Florida	City of Doral, Florida
Date: _____	Date: _____
Attest:	Attest:
_____	_____
Marbelys Fajto	Barbara Hernandez
City Clerk	City Clerk
City of Hialeah, Florida	City of Doral, Florida
Date: _____	Date: _____
Approved as to form and	Approved as to form and
Legal sufficiency:	legal sufficiency:
_____	_____
William Grodnick	John Herin
City Attorney	City Attorney
Date: _____	Date: _____