

Mutual Aid Agreement
Between the City of South Miami Police Department and the
City of Coral Gables Police Department

Whereas, it is the responsibility of the government of the City of South Miami, Miami-Dade County, Florida and the City of Coral Gables, 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 continuing possibility of the occurrence of the 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 South Miami Police Department and/or the City of Coral Gables Police Department; and

Whereas, in order to ensure the ability of these laws enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the City of South Miami and the City of Coral Gables; and

Whereas, the City of South Miami and the City of Coral Gables have the authority under Chapter 23, Florida State Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of South Miami and the City of Coral Gables, 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 describes in Chapter 23, Florida Statutes.

3. **Definitions:**

a. **Resolution of 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. 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:** The City of South Miami Police Department and the City of Coral Gables Police Department.

c. **Agency Head:** The Chief of Police of the City of South Miami or the Chief's designees; and the Chief of Police of the City of Coral Gables, or the Chief's designees.

d. **Authorized Agency Representative:** Agency head as defined herein.

e. **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.

f. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

g. **Chief Executive Officer:** The official for the municipality who, by charter or ordinance, has authority to sign contracts for the municipality.

4. **Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified in the resolution and Mutual Aid Agreement, an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) 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. **COMMAND AND SUPERVISORY RESPONSIBILITY:** The personnel and equipment that are assigned by the assisting director shall be under the immediate command of a supervising officer designated by the assisting director. Such supervising officer shall be under the direct supervision and command of the director 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 employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

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 Chief of Police or his/her 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 to agency affiliation

a. 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 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.

The Agency Head of the participating Law Enforcement Agencies, or their designees, may modify these procedures or 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 the 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 to such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's 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 auxiliary employees.

e. Employees of the subscribing law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of § 23.127(1), F.S. have the same powers, duties, rights, privileges and immunities as if the employee were performing duties inside the employee's political subdivision in which normally employed.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.

6. **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 seized, forfeited, and equitable distributed among the participating agencies in proportion to the amount of investigation and participation performed by each Agency ("the Agency's Contribution"). This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act. The Agency who physically seizes the property shall have the responsibility for timely and properly following the statutory procedure for forfeiture of the property. The Agency that prosecutes the forfeiture proceedings shall recover, from the forfeiture proceeds, its costs, including reasonable attorney fees, associated with said proceedings, or, in the event the recovery is personal property, then said costs shall be added to the value of the Agency's Contribution to the investigation and participation and the Agencies involved in the seizure shall equitable share in the use of the property in proportion to the Agency's Contribution.

7. **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 or arising out of any and all acts, omissions or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. The municipality requesting aid shall indemnify the municipality providing aid from any suits, actions or claims for damages resulting from or arising out of any act, omission or conduct of employees of the requesting municipality.

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, December 31, 2017.

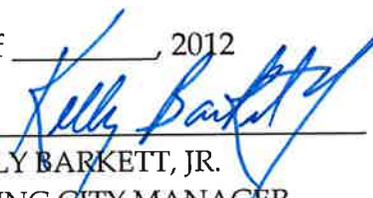
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officer of the parties hereto.

11. **Modification, Amendment and Waiver:** This agreement contains the entire agreement of the parties and no modification or amendment of any terms or provisions of this agreement shall be valid or binding unless it complies with this paragraph. This agreement in general and this paragraph in particular, shall not be modified, amended or waived except in writing signed by both parties. The waiver of any breach or default of any of the terms of this Agreement shall not act as a waiver of any subsequent breach or default.

12. **Validity of Executed Copies:** This agreement may be executed in several counterparts, each of which may be construed as an original.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2012

PATRICK SALERNO
CITY MANAGER
CITY OF CORAL GABLES, FLORIDA
Date: _____



KELLY BARKETT, JR.
ACTING CITY MANAGER
CITY OF SOUTH MIAMI, FLORIDA
Date: 12/26/12

Attest:

WALTER FOEMAN
CITY CLERK
CITY OF CORAL GABLES, FLORIDA
Date: _____

Attest:

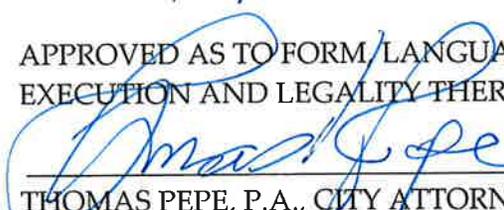


MARIA MENENDEZ
CITY CLERK
CITY OF SOUTH MIAMI, FLORIDA
Date: 12/26/12

APPROVED AS TO FORM, LANGUAGE,
EXECUTION AND LEGAL SUFFICIENCY:

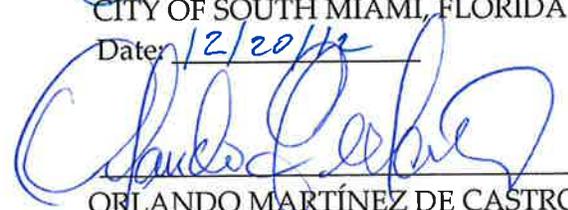
CRAIG E. LEEN, CITY ATTORNEY
CITY OF CORAL GABLES, FLORIDA
Date: _____

APPROVED AS TO FORM, LANGUAGE,
EXECUTION AND LEGALITY THEREOF



THOMAS PEPE, P.A., CITY ATTORNEY
CITY OF SOUTH MIAMI, FLORIDA
Date: 12/20/12

SCOTT MASINGTON
A/CHIEF OF POLICE, CORAL GABLES PD
Date: _____



ORLANDO MARTÍNEZ DE CASTRO
CHIEF OF POLICE, SOUTH MIAMI PD
Date: 12/20/12

EXHIBIT "A"
CITY OF SOUTH MIAMI

- RED ROAD FROM SW 40TH STREET TO SW 44TH STREET
- RED ROAD FROM SW 48 STREET TO SW 64 TERRACE (SM JURISDICTION ONLY)
- RED ROAD FROM SW 64TH TERRACE TO KENDALL DRIVE
- FROM RED ROAD TO SW 69TH AVENUE (SM JURISDICTION ONLY)