

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2009-71

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF CORAL GABLES POLICE DEPARTMENT AND THE VILLAGE OF PINECREST POLICE DEPARTMENT.

WHEREAS, it is the responsibility of the governments of The Village of Pinecrest and the City of Coral Gables, Florida, to ensure the public safety of their respective 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 likely to be, beyond the control of the services, personnel, equipment, or facilities of the Village of Pinecrest Police Department or the City of Coral Gables Police Department; 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 Village of Pinecrest and the City of Coral Gables; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.35, Florida Statute, or requests for certain law enforcement services specified herein and as defined under Section 23.1225, Florida Statute; and

WHEREAS, the Village of Pinecrest and the City of Coral Gables have the authority under the Mutual Aid Act, 23.12-23.127, Florida Statute, to enter into this Mutual Aid Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, Florida Statute; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statute.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the Village of Pinecrest, a Florida municipality, and the City of Coral Gables, a Florida municipality, 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 terms and conditions as outlined in the attached Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FOURTH DAY OF MARCH, A.D., 2009.


(Moved: Kerdyk / Seconded: Anderson)

(Seconded: Kerdyk, Withers, Anderson, Cabrera, Slesnick)

(Unanimous: 5-0 Vote)


(Agenda Item: C-1)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE VILLAGE OF PINECREST, FLORIDA AND
THE CITY OF CORAL GABLES, FLORIDA**

WHEREAS, it is the responsibility of the governments of the Village of Pinecrest, Florida, and the City of Coral Gables, 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, there is an 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 Village of Pinecrest Police Department or the City of Coral Gables; and

WHEREAS, it is in the best interest and advantage of the Village of Pinecrest and the City of Coral Gables to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services applied herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the Village of Pinecrest and the City of Coral Gables have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Permits the provision of operational assistance to meet a request for assistance due to a civil disturbance or other emergency as defined in Section 252.34, Florida Statutes; and
- (3) Permits routine traffic patrol along boundary roads of neighboring jurisdictions pursuant to Section 23.1225 Florida Statutes.

NOW, THEREFORE, BE IT KNOWN, that the Village of Pinecrest, a political subdivision of the State of Florida, and the City of Coral Gables, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and the bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into the agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Village of Pinecrest and the City of Coral Gables for arrests, 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.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Village of Pinecrest and the City of Coral Gables for arrests, made pursuant to the laws or arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic offense constituting a felony

- of any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Village of Pinecrest and the City of Coral Gables for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
 - d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, 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.
 - e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Village of Pinecrest and the City of Coral Gables for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.
 - f. Joint enforcement of all state laws and county ordinances and exercise of arrest powers when a crime of violence of felony of any nature occurs in the presence of any sworn law enforcement officer, within the area described in Exhibit "A" attached hereto.
 - g. Each jurisdiction extends to the other the right to conduct routine traffic enforcement activities on the roadways describe in Exhibit "A" attached hereto.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (f) above, the officer shall notify 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. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

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, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray of disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade 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, prisoner processing 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. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas not mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency 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.
2. The Chief of Police 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.
3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.
4. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICT:

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 standing 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.

c. 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 agency employing the officer who is the subject of the complaint shall be responsible for the investigations of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

SECTION V: 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 employee while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the Village of Pinecrest and the City of Coral Gables, 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 Section 23.127(1), Fla. Stat. (as amended), 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 this 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. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss of damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an 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. This section applies to paid, volunteer, reserve and auxiliary employees.

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 or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as 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 pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, 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 the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

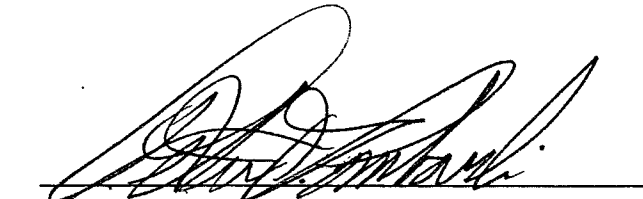
This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until July 1, 2013. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon sixty (60) days written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGE this 10th day of DECEMBER 2008.

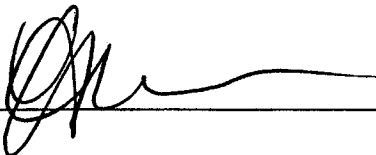


PETER G. LOMBARDI
Village Manager
Village of Pinecrest
Date: 12/10/08

ATTEST:

MARIA ALBERRO JIMENEZ
Interim City Manager
City of Coral Gables
Date: _____

ATTEST:

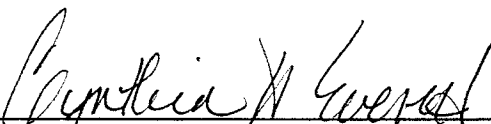
Ass'n


Village Clerk
Village of Pinecrest

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WALTER FOEMAN
City Clerk
City of Coral Gables

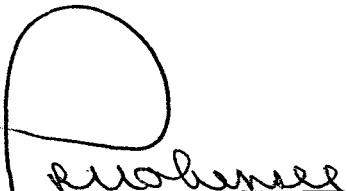
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



CYNTHIA EVERETT
Village Attorney




ELIZABETH M. HERNANDEZ
City Attorney



JOHN R. HOHENSEE
Chief of Police
Village of Pinecrest

Richard Naue, Jr.
Interim Chief of Police
City of Coral Gables

APPROVED AS TO INSURANCE
REQUIREMENTS:



MICHAEL SPARBER
Risk Management Administrator
City of Coral Gables, Florida

EXHIBIT A

- Red Road/Old Cutler Road from Southwest 88 Street (Kendall Drive) to Southwest 136 Street (Howard Drive)
- Old Cutler Road from Snapper Creek Canal to Red Road

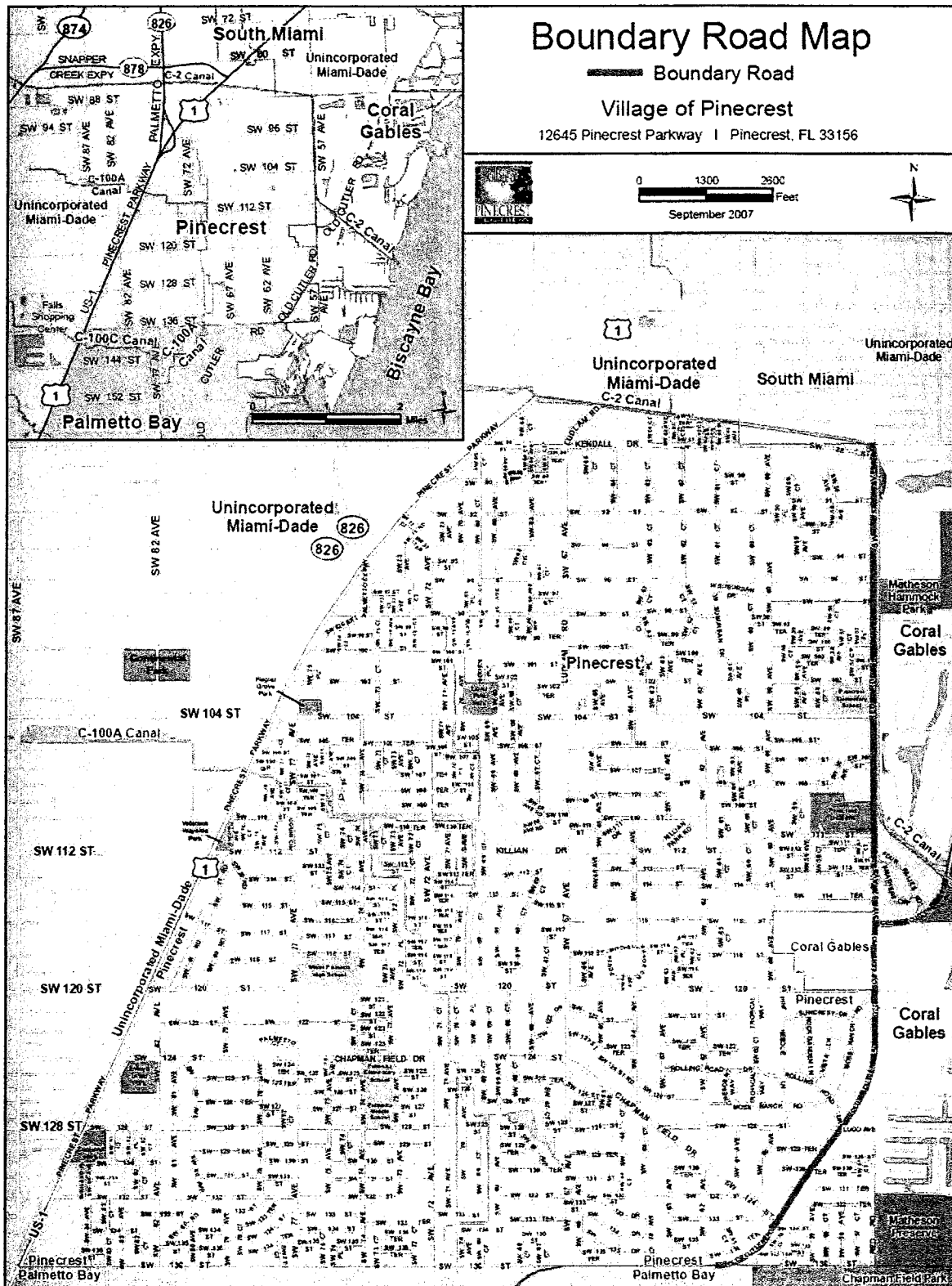


EXHIBIT "A"

Begin at the intersection of the North line of Section 6, Township 55 South, Range 41 East (being the centerline of N. Kendall Drive), with the East right-of-way line of S.W. 57 Avenue (Red Road); thence run South, along said East right-of-way line of Red Road, to its intersection with the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 55 South, Range 41 East; thence run East, along said South line to its intersection with the centerline of said Snapper Creek Canal; thence run Southeasterly, along the centerline of Snapper Creek Canal to its intersection with a line lying 35.00 feet Westerly of and parallel with the centerline of Old Cutler Road (Ingram Highway), being also the city limit line of the City of Coral Gables; thence run Southwesterly to Westerly along said line to its intersection with the East line of the SE $\frac{1}{4}$ of Section 12, Township 55 South, Range 40 East; thence run North along said East line of the SE $\frac{1}{4}$ of Section 12 to its intersection with the Easterly extension of the North line of Block 1 of PINE BAY ESTATES SECTION NO. 1, according to the plat thereof recorded in Plat Book 82 at Page 24 of the Public Records of Miami-Dade County, Florida; thence Westerly, along said North line of said Block 1, and its Easterly and Westerly extensions, to its intersection with the centerline of S.W. 60th Avenue; thence Southerly, along the centerline of said S.W. 60th Avenue, to its intersection with the Westerly extension of the South line of Block 4 of PINE BAY ESTATES SECTION NO. 1, thence Easterly, along the South line of said Block 4 and its Westerly extension, to the Northwest corner of Lot 3 in Block 4 of PINE BAY ESTATES SECTION NO. 2, according to the plat thereof recorded in Plat Book 87 at Page 83 of the Public Records of Miami-Dade County, Florida; thence South, along the West line of said Lot 3, to the Southwest corner thereof; thence Easterly, along the South line of said Lot 3, to the Northwest corner of Lot 4 in said Block 4; thence Southerly, along the West line of said Lot 4 and its Southerly extension, to its intersection with the South line of the aforementioned Section 12; thence Easterly, along the South line of said Section 12, and along the centerline of S.W. 120th Street, to its intersection with the West line of the East 35.00 feet of said SE $\frac{1}{4}$ of Section 12; thence run Southerly, along the West line of the East 35.00 feet of NE $\frac{1}{4}$ of Section 13, Township 55 South, Range 40 East (being the Westerly city limit of the City of Coral Gables) and along the Westerly right-of-way line of said Old Cutler Road, to its intersection with the centerline of S.W. 128th Street (Lugo Road); thence run Easterly along the centerline of said S.W. 128th Street and along the city limit line of the City of Coral Gables, to the East line of Section 13, Township 55 South, Range 40 East; thence run Southerly, along the East line of SE $\frac{1}{4}$ of said Section 13 and along the city limit line of the City of Coral Gables, (also being the centerline of Red Road) to its intersection with the South line of said Section 13, (also being the centerline of S.W. 136th Street);