

COMBINED INTERLOCAL AND MUTUAL AID AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND THE CITY OF WEST MIAMI PROVIDING FOR THE CREATION OF A JOINT ENFORCEMENT ZONE, PROVISION OF LAW ENFORCEMENT SERVICES AND CREATING A MULTI-AGENCY ANTI- PROSTITUTION & HUMAN TRAFFICKING TASK FORCE

This Combined Interlocal and Mutual Aid Agreement is made as of this ____ day of _____, 2019, by and between the CITY OF CORAL GABLES, FLORIDA, a Florida municipal corporation having its principal office at 405 Biltmore Way, Coral Gables, Florida 33134, and the CITY OF WEST MIAMI, FLORIDA, a Florida municipal corporation having its principal office at 901 SW 62 Avenue, West Miami, Florida 33144, and states as follows:

WHEREAS, human sex trafficking has become an epidemic of significant consequences to the South Florida Community, such that the Miami-Dade State Attorney's Office established a Human Trafficking Unit in 2012 to more effectively combat the issue; and

WHEREAS, the U.S. Department of State estimates that as many as 600,000 to 800,000 individuals are trafficked across our nation's borders every year, with Florida receiving a high percentage of those victims; and

WHEREAS, victims of human sex trafficking are often exposed to serious health risks, including sexually transmitted diseases, drug and alcohol addiction, broken bones and burns, memory loss, miscarriages or forced abortions, as well as PTSD, anxiety, fear and psychological trauma; and

WHEREAS, individuals engaged in prostitution are exposed to similar physical and psychological effects; and

WHEREAS, it is the responsibility of the governments of the City of Coral Gables and the City of West Miami to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, Sections 163.01, Florida Statutes, et. seq., The Florida Interlocal Cooperation Act of 1969, as amended, permits local governments to make the most efficient use of their powers to enable them to cooperate with other local governments on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Coral Gables and the City of West Miami have the authority under Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, to enter into an interlocal agreement pursuant to Section 163.01, Florida Statutes, with an adjoining municipality or municipalities within the same county to provide law enforcement services within the territorial boundaries of the other adjoining municipality or municipalities; and

WHEREAS, the City of Coral Gables and the City of West Miami have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

WHEREAS, it is in the best interests of both municipalities to enter into this Interlocal Agreement and Mutual Aid Agreement; and

WHEREAS, this Interlocal and Mutual Aid Agreement is entered into by the City of Coral Gables, by and through its department, the Coral Gables Police Department and the City of West Miami, by and through its department, the City of West Miami Police Department. For readability and brevity, this Interlocal and Mutual Aid Agreement will herein be referred to as the "AGREEMENT", City of Coral Gables will be referred to as "CORAL GABLES", the City of West Miami will be referred to as "WEST MIAMI", and when referred to collectively CORAL GABLES and WEST MIAMI will be referred to as the "PARTIES", and where referred to singularly, CORAL GABLES and WEST MIAMI may be referred to as a "PARTY"; and

WHEREAS, the purpose of this AGREEMENT is to provide for the creation of a "Joint Enforcement Zone" as more particularly described herein, and the formation of a Multi-Agency Anti-Prostitution and Human Trafficking Task Force (referred to as "MAAPTF") intended to combat Human Trafficking and Prostitution, as defined and prohibited pursuant to Florida Statutes, and other related criminal violations, and to disrupt such activity through proactive law enforcement operations to investigate, apprehend, and prosecute those who are engaging in such activity within the aforementioned "Joint Enforcement Zone"; and

WHEREAS, the apprehension and prosecution of these criminals should reduce crime both inside and outside the PARTIES respective jurisdictions, regardless of where these criminals are ultimately apprehended; and,

NOW, THEREFORE, BE IT KNOWN that CORAL GABLES and WEST MIAMI, and the undersigned representatives, pursuant to Sections 163.01, Florida Statutes, et. seq., The Florida Interlocal Cooperation Act of 1969, Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, and Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, in consideration for mutual promises to cooperate and render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I. DEFINITIONS

1. *Chief Executive Official*: Either the City Manager of CORAL GABLES, or the Government Executive (highest ranking official) of WEST MIAMI, who has the authority to contractually bind the respective law enforcement agency and has executed this AGREEMENT, upon the approval of the governing body of each of the PARTIES. Subsequent to the execution by the executive officials, this AGREEMENT shall be filed with the City Clerk's Office of CORAL GABLES, and the Clerk of WEST MIAMI. This AGREEMENT may be amended at any

time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this AGREEMENT.

2. *Agency Head*: Chief of Police of the Coral Gables Police Department (“CGPD”), or the MPD Chief’s designee; Chief of Police of the West Miami Police Department (“WMPD”), or the WMPD Chief’s designee.
3. *Certified law enforcement employee*: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. *Joint Enforcement Zone*: The “Joint Enforcement Zone” shall be defined as all areas within the following description;
 - a. Beginning at the north lateral line of the intersection of S.W. 57th Avenue (Red Road) and S.W. 8th Street (Tamiami Trail), all sidewalks and right-of-ways southbound along the centerline of S.W. 57th Avenue (Red Road) and terminating at S.W. 16th Street, including all areas within 100 feet, east and west, of the aforesaid route.

See Exhibit 1 entitled, “MAAPTF Joint Enforcement Zone” attached hereto for illustration of Joint Enforcement Zone and incorporated herein by reference.

SECTION II. TERMS AND PROCEDURES

1. Operations:
 - a. The PARTIES agree to furnish necessary manpower, equipment, facilities, and other resources and to render services to each other as required to assist in the investigation, apprehension and prosecution of those people who are engaging in criminal activity, including but not limited to Human Trafficking and Prostitution, as defined and prohibited pursuant to Florida Statutes, and other related criminal violations, within the Joint Enforcement Zone, however neither PARTY shall be required to deplete unreasonably its own manpower, equipment, facilities, or other resources and services in rendering such assistance.
 - b. The agency heads, or their designees, shall establish procedures for jointly establishing the mission definition, goals, and operations, 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 requesting PARTY.
 - c. Uniformed Patrol: Uniform patrol for routine law enforcement purposes in marked police vehicles by the police officers of either PARTY within the Joint Enforcement Zone will not require prior Notice to the other PARTY.
 - d. Undercover/Decoy Operations: Undercover and/or Decoy Operations shall be conducted in the Joint Enforcement Zone only after the acting PARTY has provided Notice to the other PARTY’s agency head or designee, in writing, at a minimum of 72 hours in advance, with said Notice being duly acknowledged, in writing.

2. Powers, Privileges, Immunities, and Costs:

- a. All employees of the PARTIES, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are conducting or assisting with law enforcement operations within the Joint Enforcement Zone, 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 for the party by which they are normally employed inside the employee's jurisdiction.
 - b. The party having financial responsibility for the law enforcement agency providing services, personnel, vehicles, 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 PARTIES shall compensate all of their respective employees conducting or assisting with law enforcement operations within the Joint Enforcement Zone pursuant to this AGREEMENT and shall defray the actual travel and maintenance expenses of such employees while they are conducting or assisting with law enforcement operations. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are conducting or assisting with law enforcement operations. Such compensation shall also include all benefits normally due such employees.
 - d. All exemptions 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 PARTY 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 AGREEMENT. The provisions of this AGREEMENT shall apply with equal effect to paid and auxiliary employees.
3. Indemnification: Each PARTY participating in the Multi-Agency Anti-Prostitution and Human Trafficking Task Force pursuant to this AGREEMENT agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this AGREEMENT, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. Forfeitures: Investigators operating pursuant to this AGREEMENT may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Each PARTY will initiate and prosecute forfeiture actions independently, and in accordance with their respective procedures for the handling of forfeiture actions. However, any potential seizure and/or forfeiture action by WEST MIAMI related to real property within CORAL GABLES may proceed only with the approval of the CGPD's Agency Head, and WMPD's Agency Head as well as CORAL GABLES's Chief Executive Official. Any potential seizure and/or forfeiture action related to property other than real property within CORAL GABLES may proceed with the approval of the WMPD's Agency Head and CGPD's Agency Head. For any action as to property wholly within either respective jurisdiction, the relevant PARTY shall have the exclusive right to control and

maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. In any case where WEST MIAMI prosecutes a forfeiture action related to property seized from, or located within, CORAL GABLES, CORAL GABLES will be entitled to the proceeds of such action less any costs and fees, including but not limited to attorney fees, associated with the prosecution of the forfeiture. For any seizure/forfeiture initiated for property located within WEST MIAMI and in the Joint Enforcement Zone, WEST MIAMI will provide written notice of said seizure/forfeiture to CORAL GABLES within five (5) business days of the seizure.

5. Conflicts: Any conflicts between this AGREEMENT and Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 166, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the respective PARTIES shall be under the immediate command and direct supervision of a supervising officer jointly selected by the Chief of Police for the West Miami Police Department, or his/her designee, and the Chief of Police for the City of Coral Gables Police Department, or his/her designee. However, for all Pre-Planned Operations, a CORAL GABLES Commander shall be present and designated as the Operation Commander. The Operation Commander will serve as the supervising officer for all officers from either PARTY participating in said operation.
2. Conflicts: Whenever an officer is conducting or assisting with law enforcement operations within the Joint Enforcement Zone 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 or 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, then such rule, regulation, policy, general order or procedure of his or her own employer shall control, and shall supersede the direct order.
3. 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 investigation of the complaint. The Chief of Police or designee should ascertain at a minimum:
 - a. The identity of the complainant;
 - b. An address where the complainant can be contacted;
 - c. The specific allegation; and;
 - d. The identity of the employees accused without regard as to agency affiliation.

4. If it is determined during the investigation of a complaint that the accused is an employee of CORAL GABLES, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to CORAL GABLES for administrative review. Similarly, if it is determined during the investigation of a complaint that the accused is an employee of WEST MIAMI, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to WEST MIAMI for administrative review.

SECTION IV. PROVISIONS FOR JOINT ENFORCEMENT AUTHORITY, MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. Mutual Aid Request: In compliance with and under the authority of this AGREEMENT heretofore entered into by WEST MIAMI and CORAL GABLES, it is hereby declared that the PARTIES are mutually requesting assistance from the other PARTY to conduct and assist with law enforcement operations within the Joint Enforcement Zone as described herein.
2. Law Enforcement Officer: A police officer of either PARTY shall be considered to be operating under the provisions of this AGREEMENT when conducting or assisting with law enforcement operations within the Joint Enforcement Zone.
3. Enforcement: The PARTIES agrees to independently and/or jointly conduct law enforcement activity within the Joint Enforcement Zone on a basis and schedule agreed upon by the Agency Heads, or their designees, in order to achieve the purposes of this AGREEMENT.
4. Authority: Each PARTY to this AGREEMENT may independently conduct law enforcement operations within the Joint Enforcement Zone as described herein, pursuant to the terms of this AGREEMENT and officers of each respective agency shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties for the party by which they are normally employed inside the employee's jurisdiction. In accordance with Section II (1)(d), for any law enforcement activity other than routine uniform patrol conducted by WEST MIAMI in the Joint Enforcement Zone, WEST MIAMI shall notify the Agency Head for CORAL GABLES, or his designee, at least 72 hours in advance.
5. Expenses: The PARTIES will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
6. Records and Reports: All investigative reports and arrest reports will be maintained by the respective arresting agency. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this AGREEMENT.
 - b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.
7. Prosecution: The criteria for the decision whether to have any particular case prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.
8. Nuisance Abatement: The Coral Gables City Attorney's Office and West Miami City Attorney will coordinate in the enforcement of this agreement and are each authorized to file and prosecute nuisance abatement actions in a court of competent jurisdiction to require properties within the enforcement zone to comply with applicable State, Federal and local laws.
9. City Code: This AGREEMENT does not confer any additional powers on either municipality as it relates to the enforcement of its respective municipal ordinances, nor does this agreement restrict either municipality from taking any action it is otherwise lawfully permitted to take pursuant to state law or municipal ordinances, including the ability to send cease and desist letters or file lawsuits. The West Miami Zoning Code will apply in the West Miami portion of the Joint Enforcement Zone, and the Coral Gables Zoning Code will apply in the Coral Gables portion of the Joint Enforcement Zone.
10. Schedule of Work Hours: Work hours may vary to meet operational needs.
11. Informants: Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
12. Release Of Information To The Press: At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without the Agency Head of the PARTIES first consulting with each other. Subsequent to the consultation, officers acting pursuant to the AGREEMENT will discuss any information release with the affected

investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In all cases, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

SECTION V. EFFECTIVE DATE

This agreement shall take effect upon the approval this Agreement by each respective municipality's City Commission, the effective date of this being the later of the two dates of approval by each commission. Thereafter, this Agreement shall continue in full force and effect for an initial period of five (5) years from the effective date and may be consecutively renewed for additional five (5) year periods upon approval by each respective municipality's City Commission. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION VI. CANCELLATION

This Agreement may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the Chief Executive Official of the PARTIES hereto.

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

AGREED AND ACKNOWLEDGED this _____ day of _____, 2019.

CITY OF CORAL GABLES:

CITY OF WEST MIAMI:

PETER J. IGLESIAS
CITY MANAGER
Date: _____

YOLANDA AGUILAR
CITY MANAGER
Date: _____

Attest:

Attest:

BILLY Y. URQUIA
CITY CLERK
Date: _____

ANNERY GONZALEZ
CITY CLERK
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIRIAM SOLER RAMOS
CITY ATTORNEY
Date: _____

JOSE A. VILLALOBOS
CITY ATTORNEY
Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

DAVID J. RUIZ
RISK MANAGEMENT

Exhibit 1

MAAPTF JOINT ENFORCEMENT ZONE – CITY OF CORAL GABLES & CITY OF WEST MIAMI

