

Memorandum



Date: April 7, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(A)

From: George M. Burgess
County Manager

Subject: Mutual Aid Agreements, Sheriffs of Florida

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a law enforcement mutual aid agreement between Miami-Dade County and the Sheriffs of Florida. The agreement will be effective upon execution and will expire on April 1, 2013.

Scope

The mutual aid agreement is multi-county and statewide.

Fiscal Impact/Funding Source

There is no fiscal impact to the county.

Track Record/Monitor

The Agreement will be monitored by the Miami-Dade Police Department (MDPD).

Background

Pursuant to Florida Statutes, Chapter 23, Part 1, Florida Mutual Aid Act, the County has the authority to enter into mutual aid agreements for law enforcement services with other law enforcement agencies in the State of Florida. A mutual aid agreement for law enforcement services provides for mutual assistance during natural or manmade disasters, emergencies and other major law enforcement initiatives that cross jurisdictional lines.

The Florida Sheriff's Association coordinates statewide Mutual Aid Agreements between all of the sheriffs in the State of Florida through two separate agreements. The first agreement is the Florida Sheriffs' Disaster Assistance Mutual Aid Agreement which provides for MDPD to render or request assistance in the event of a Catastrophic Disaster or a Major Disaster, as defined in Section 252.34(1), Florida Statutes. The second agreement is the Florida Sheriffs' Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. The Operational Assistance provision provides for MDPD to render or request operational law enforcement assistance to include but not limited to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. The Voluntary Cooperation provision provides for MDPD to render or request law enforcement assistance with any violations of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and inter-agency task forces and/or joint investigations. These agreements ensure for mutual aid services in the event it is necessary for the public safety of our community or for MDPD to assist other counties in Florida upon request.

Alma T. Hudak
Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: April 7, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(A)
4-7-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE MUTUAL AID AGREEMENTS FOR LAW ENFORCEMENT SERVICES BETWEEN MIAMI-DADE COUNTY AND SHERIFFS OF FLORIDA THROUGH THE FLORIDA SHERIFFS' DISASTER ASSISTANCE MUTUAL AID AGREEMENT AND THE FLORIDA SHERIFFS' COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, pursuant to Chapter 23, Part 1, Florida Statutes, approves the execution of the Mutual Aid Agreements for law enforcement services between Miami-Dade County and the Sheriffs of Florida, specifically, the Florida Sheriffs' Disaster Assistance Mutual Aid Agreement and the Florida Sheriffs' Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the Agreements for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

- | | |
|---------------------------------|--------------------|
| Dennis C. Moss, Chairman | |
| Jose "Pepe" Diaz, Vice-Chairman | |
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.



Ben Simon

By: _____
Deputy Clerk

**FLORIDA SHERIFFS' COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY
COOPERATION
MUTUAL AID AGREEMENT**

WITNESSETH

WHEREAS, the subscribing law enforcement agencies 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:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and,
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the Sheriffs of Florida have the authority under Section 23.1225, F.S., et seq., The Florida Mutual Aid Act, to enter into a Combined Mutual Aid Agreement for Law Enforcement Service which:

- (1) Provides for rendering of operational assistance in a law enforcement emergency as defined in Section 252.34, F.S., and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Sheriffs of Florida hereby approve and enter into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters,

fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Sheriffs of Florida hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their county, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The Sheriff or his authorized designee whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate.

The Sheriff in whose county assistance is being rendered may determine who is authorized to lend assistance in his county, 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.

No Sheriff or his deputies shall be empowered under this agreement to operate in another county without prior approval of the Sheriff having normal jurisdiction in that county.

The Sheriff's decision in these matters shall be final.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting sheriff shall be under the immediate command of a supervising officer designated by the assisting sheriff. Such supervising officer shall be under the direct supervision and command of the sheriff or his designee of the sheriff's office requesting assistance.

Conflicts: Wherever a Deputy Sheriff or other appointee is rendering assistance pursuant to this agreement, the Deputy Sheriff or appointee shall abide by and be

subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his 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.

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 his agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- A. The identify of the complainant.
- B. An address where the complaining party can be contacted.
- C. The specific allegation.
- D. The identity of the employees accused without regard to agency affiliation.

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 head or his/her designee of the assisting 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.

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 employees while engaged in rendering such and 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 each participating sheriff's office when actually engaging in mutual cooperation and assistance outside of their county jurisdictional limits, but inside the State of Florida, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., 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 equipment, resources and facilities, and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all 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. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve 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. 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 April 1, 2013. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

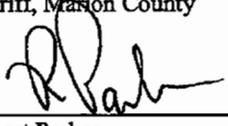
SECTION VIII. CANCELLATION

Any party may cancel their participation in this agreement upon delivery of written notice to the other parties. Cancellation will be at the direction of any subscribing party.

SECTION IX. RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between some or all of the parties.

In witness whereof, the parties hereto cause these presents to be signed on the date specified.

Ed Dean Sheriff, Marion County	Date	Robert L. Crowder Sheriff, Martin County	Date
	2/24/09		
Robert Parker Director, Miami-Dade Police	Date	For Miami-Dade County	Date
Bob Peryam Sheriff, Monroe County	Date	Tommy Seagraves Sheriff, Nassau County	Date
Charles Morris Sheriff, Okaloosa County	Date	Paul May Sheriff, Okcechobee County	Date
Jerry L. Demings Sheriff, Orange County	Date	Bob Hansell Sheriff, Osceola County	Date
Ric Bradshaw Sheriff, Palm Beach County	Date	Bob White Sheriff, Pasco County	Date
James Coats Sheriff, Pinellas County	Date	Grady Judd Sheriff, Polk County	Date
Jeff Hardy Sheriff, Putnam County	Date	David Shoar Sheriff, St. Johns County	Date
Ken Mascara Sheriff, St. Lucie County	Date	Wendell Hall Sheriff, Santa Rosa County	Date
Thomas Knight Sheriff, Sarasota County	Date	Donald F. Eslinger Sheriff, Seminole County	Date

William O. Farmer, Jr. Date
Sheriff, Sumter County

Tony Cameron Date
Sheriff, Suwannee County

L. E. "Bummy" Williams Date
Sheriff, Taylor County

Jerry Whitehead Date
Sheriff, Union

Ben Johnson Date
Sheriff, Volusia County

David F. Harvey Date
Sheriff, Wakulla County

Michael Adkinson Date
Sheriff, Walton County

Bobby Haddock Date
Sheriff, Washington County

FLORIDA SHERIFFS' DISASTER ASSISTANCE MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing law enforcement agencies 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 catastrophic disasters and major disasters, as defined in Section 252.34(1), Florida Statutes.

WHEREAS, the Sheriffs of Florida have the authority under Section 23.1225, F.S., et seq., The Florida Mutual Aid Act, to enter into an Operational Assistance Mutual Aid Agreement for Law Enforcement Service which provides for rendering of assistance in law enforcement emergencies.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Sheriffs of Florida hereby approve and enter into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other in the event of a Catastrophic Disaster or a Major Disaster, as defined in Section 252.34(1), Florida Statutes.

SECTION II. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The Sheriff or his authorized designee whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate.

The Sheriff in whose county assistance is being rendered may determine who is authorized to lend assistance in his county, 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.

No Sheriff or his deputies shall be empowered under this agreement to operate in another county without prior approval of the Sheriff having normal jurisdiction in that county.

The Sheriff's decision in these matters shall be final.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting sheriff shall be under the immediate command of a supervising officer designated by the assisting sheriff. Such supervising officer shall be under the direct supervision and command of the sheriff or his designee of the sheriff's office requesting assistance.

Conflicts: Wherever a Deputy Sheriff or other appointee is rendering assistance pursuant to this agreement, the Deputy Sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his 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.

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 agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- A. The identify of the complainant.
- B. An address where the complaining party can be contacted.
- C. The specific allegation.
- D. The identity of the employees accused without regard to agency affiliation.

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 head or his/her designee of the assisting 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.

SECTION IV. 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 employees while engaged in rendering such and pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION V. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating sheriff's office when actually engaging in mutual cooperation and assistance outside of their county jurisdictional limits, but inside the State of Florida, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., 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 equipment, resources and facilities, and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- C. The requesting agency shall reimburse the assisting agencies for all reimbursable expenses allowable under 44 CFR, Part 206, Subpart H, based upon actual costs incurred during the time of the rendering of aid pursuant to this agreement. The assisting agencies agree to create and maintain all documentation necessary to support and accomplish any request for reimbursement of such reimbursable expenses.
- D. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all 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. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- E. The requesting agency's reimbursement obligations to the assisting agencies as set forth herein are contingent upon a general appropriation or 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 VI. 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 April 1, 2013. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION VII. CANCELLATION

Any party may cancel their participation in this agreement upon delivery of written notice to the other parties. Cancellation will be at the direction of any subscribing party.

SECTION VIII. RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between some or all of the parties.

In witness whereof, the parties hereto cause these presents to be signed on the date specified.

Stuart Whiddon Sheriff, Glades County	Date	Joe Nugent Sheriff, Gulf County	Date
Harrell Reid Sheriff, Hamilton County	Date	Arnold Lanier Sheriff, Hardee County	Date
Steve Whidden Sheriff, Hendry County	Date	Richard B. Nugent Sheriff, Hernando County	Date
Susan Benton Sheriff, Highlands County	Date	David Gee Sheriff, Hillsborough County	Date
Tim Brown Sheriff, Holmes County	Date	Deryl Loar Sheriff, Indian River County	Date
Lou Roberts Sheriff, Jackson County	Date	David C. Hobbs Sheriff, Jefferson County	Date
Brian Lamb Sheriff, Lafayette County	Date	Gary Borders Sheriff, Lake County	Date
Mike Scott Sheriff, Lee County	Date	Larry Campbell Sheriff, Leon County	Date
Johnny Smith Sheriff, Levy County	Date	Donnie Conyers Sheriff, Liberty County	Date

Ben Stewart
Sheriff, Madison County

Date

Brad Steube
Sheriff, Manatee County

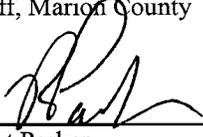
Date

Ed Dean
Sheriff, Marion County

Date

Robert L. Crowder
Sheriff, Martin County

Date


Robert Parker
Director, Miami-Dade Police

2/24/09
Date

For Miami-Dade County

Date

Bob Peryam
Sheriff, Monroe County

Date

Tommy Seagraves
Sheriff, Nassau County

Date

Charles Morris
Sheriff, Okaloosa County

Date

Paul May
Sheriff, Okeechobee County

Date

Jerry L. Demings
Sheriff, Orange County

Date

Robert E. Hansell
Sheriff, Osceola County

Date

Ric L. Bradshaw
Sheriff, Palm Beach County

Date

Bob White
Sheriff, Pasco County

Date

James F. Coats
Sheriff, Pinellas County

Date

Grady C. Judd, Jr.
Sheriff, Polk County

Date

Jeff Hardy
Sheriff, Putnam County

Date

David B. Shoar
Sheriff, St. Johns County

Date

Ken Mascara
Sheriff, St. Lucie County

Date

Wendell Hall
Sheriff, Santa Rosa County

Date

