MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	May 7, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing execution of a Mutual Aid Agreement for Law Enforcement Services between Miami-Dade County and Florida International University

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

DATE: May 7, 2013

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of a Mutual Aid Agreement for Law Enforcement Services Between Miami-Dade County and Florida International University

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's Designee to approve the law enforcement mutual aid agreement between Florida International University and Miami-Dade County. The Agreement will be effective upon execution through January 1, 2015.

Scope
The agreement will provide countywide services.

Fiscal Impact/Funding Source
Under mutual aid agreements, each agency is responsible for its own costs.

Track Record/Monitor
The Agreement will be administered and monitored by Miami-Dade Police Department Command staff including Ms. Janet Lewis, Senior Bureau Commander of the Police Legal Bureau and Gustavo Knoepffler, Chief Financial Officer.

Background
Pursuant to Florida Statutes Chapter 23, Part 1, Florida Mutual Aid Act, Miami-Dade County has the authority to enter into a mutual aid agreement for law enforcement services with other law enforcement agencies in the State of Florida. The Florida International University Police Department enforces the laws of Florida on university property. The Miami-Dade Police Department and the Florida International University Police Department have agreed to enter into this Agreement that provides for collaborative assistance during law enforcement incidents and investigations in order to better serve the area residents, students, and employees.

This Agreement enumerates the various conditions, situations or responsibilities under which mutual aid may be requested and rendered regarding police operations. The document provides for Florida International University Police Department to have continuing police authority to respond to those law enforcement incidents involving their students and employees, requesting assistance from the Miami-Dade Police Department during a law enforcement incident and/or investigation as needed.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

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

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

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
5-7-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN MIAMI-DADE COUNTY AND FLORIDA INTERNATIONAL UNIVERSITY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, EXTENSIONS, AND CONTINUATIONS, 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 Florida Statutes, Chapter 23, Part 1, approves the execution of a Mutual Aid Agreement for law enforcement services between Miami-Dade County and Florida International University, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's Designee to execute the agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals, extensions, and continuations 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA INTERNATIONAL UNIVERSITY FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing law enforcement agencies 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 Miami-Dade Police Department or the subscribing law enforcement agencies; 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 County of Miami-Dade and the participating State University; and

WHEREAS, Miami-Dade County and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, and under Florida Statutes Section 316.640, Enforcement, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the 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 described in Chapter 23, Florida Statutes.

3. Definitions:

a. Chief executive official: Either the County Mayor of Miami-Dade County, or the chief executive official of Florida International University Board of Trustees on behalf of Florida International University (FIU or the University), who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.

b. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the Florida International University Police Department, or the Chief's designee.

c. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.

d. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, 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 the 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. 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.

2. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating police department, 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 employing agency 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 jurisdiction in which they are normally employed.

b. The political subdivision or university 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 same.

c. The political subdivision or university having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the 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 such employees.

d. All 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 extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: 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.

4. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, 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 agencies must request sharing, in writing, before the entry of a 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 to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

5. 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.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. 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 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 of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency 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 Director or 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 Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

a. The identity of the complainant;

b. An address where the complaining party can be contacted;

c. The specific allegation, and;

d. The identity of the employees accused.

If it is determined during the investigation of a complaint 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.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or 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 preplanned 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 Florida International University Board of Trustees and Miami-Dade County, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.

2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.

3. Joint training in areas of mutual need.

4. Off-duty special events.

5. Joint multi-jurisdictional marine interdiction operations.

6. Security and escort duties for dignitaries.

Operational:

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. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

12. Any natural, technological, or manmade disaster.

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, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.

15. 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.

16. Terrorist activities including, but not limited to, acts of sabotage.

17. Escapes from or disturbances within detention facilities.

SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police, or designee.

2. 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.

3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.

4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agencies and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is

necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating law enforcement agencies and Miami-Dade County, Florida, 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, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of any municipality not participating in the Mutual Aid Agreement, and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating law enforcement agencies and Miami-Dade County, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph

may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants for offenses which occurred in the jurisdiction of the agency employing the arresting officer. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in the Mutual Aid Agreement, and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

c. Prior to any officer taking enforcement action pursuant to either paragraph a. or b. above, the officer shall notify the designated officer of 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. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.

b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.

c. Officers shall not conduct routine patrol activities outside of their jurisdiction.

d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action has taken place.

e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VI. EFFECTIVE DATE, RENEWALS AND AMENDMENTS

This Agreement shall be in effect from the date of signing, through and including, January 1, 2015. The 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. Under no circumstances may this Agreement be renewed, amended, or extended except in writing. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerk for Florida International University Board of Trustees.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon providing sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2013,

MIAMI-DADE COUNTY
BY:

_____
Carlos A. Gimenez, County Mayor
Miami-Dade County, Florida

_____
J.D. Patterson, Director
Miami-Dade Police Department

ATTEST:

_____
Harvey Ruvin, County Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Benjamin D. Simon
Assistant County Attorney, for
_____
R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE FLORIDA INTERNATIONAL UNIVERSITY SIGNATURE SHEET

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2013,

FLORIDA INTERNATIONAL UNIVERSITY

BY:

_____
Dr. Kenneth A. Jessell
Chief Financial Officer and
Senior Vice President
Florida International University

_____
Alexander C. Casas
Chief of Police
Florida International University Police
Department

ATTEST:

_____
(Signature of Agency Clerk)

_____
(Printed Name of Agency Clerk)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Liz Marston
Associate General Counsel
Florida International University

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear Dr. Kenneth A. Jessell, Chief Financial Officer & Senior Vice President of Florida International University, a State university of Florida, and acknowledged he executed the foregoing Agreement as the chief executive officer of Florida International University, and the same is the act and deed of Florida International University.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of _____, in the State of Florida and the County of Miami-Dade on this, the _____ day of _____, 2013.

_____
Notary Public
My Commission Expires: