MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	March 3, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving terms of mutual aid agreements between Miami-Dade County and select governing bodies and their respective law enforcement agencies, including any future governing body operating its own police department and its respective law enforcement agency, any municipality located in Miami-Dade County that operates a police department and its respective police department, Florida International university and the Florida International University Police Department, and the Miami-Dade County Public Schools and the Miami-Dade County Public Schools Police Department

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

DATE: March 3, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Mutual Aid Agreements for Law Enforcement Services

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Mutual Aid Agreements between Miami-Dade County, through the Miami-Dade Police Department, and governing bodies and their respective law enforcement agencies, including any future governing body operating its own police department. Specifically, herein, Mutual Aid Agreements are submitted for each municipality located in Miami-Dade County that operates a police department and its respective police department; the Miami-Dade County Public Schools and the Miami-Dade County Public Schools Police Department; and Florida International University and the Florida International University Police Department. These Agreements will be effective upon execution and will expire on January 1, 2025, unless renewed as specified in the Agreement. The current Agreement expired January 1, 2015, and has been extended by Miami-Dade County until a new Agreement is signed.

Scope
These agreements will provide countywide services.

Delegation of Authority
Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Mutual Aid Agreements for and on behalf of Miami-Dade County and to execute the renewal and cancellation provisions contained in the agreements.

Fiscal Impact/Funding Source
These Agreements require that the participating governing body and the respective law enforcement agency providing assistance pursuant to Mutual Aid bear the responsibility for any and all costs incurred in the provision of such services. Specifically, when the Miami-Dade Police Department requests aid from a participating law enforcement agency, that agency, and its governing body, will be responsible for its own respective costs. When the Miami-Dade Police Department provides aid to a participating law enforcement agency, Miami-Dade Police Department will be responsible for its costs incurred in the provision of such services.

Track Record/Monitor
These Agreements will be administered and monitored by Police Legal Bureau Senior Bureau Commander Janet Lewis.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

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 agencies or units of government that have the authority to employ law enforcement officers. A mutual aid agreement for law enforcement services provides for mutual assistance during natural or manmade disasters, emergencies and other major law enforcement problems, including those that cross jurisdictional lines. The Miami-Dade Police Department, given its size and depth of specialized police services, is frequently called upon by local law enforcement agencies to provide assistance in a wide variety of law enforcement efforts. Likewise, the Miami-Dade Police Department relies on the resources of its partner local law enforcements agencies. Through mutual aid agreements, and based upon resource capabilities, the Miami-Dade Police Department and the participating law enforcement agencies provide requested assistance to one another to ensure the safety of all citizens residing in the County.

The attached Agreements include provisions pertaining to financial responsibility of the governing body providing services, personnel, equipment, or facilities whereby each agency is responsible for assuming its own expenses. Each agreement is specifically tailored to the participating law enforcement agency and may include special provisions, such as for traffic enforcement and marine patrol activities. Upon approval by the Board, the Miami-Dade Police Department will coordinate the execution of the agreements.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: March 3, 2015

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)
3-3-15

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF MUTUAL AID AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND SELECT GOVERNING BODIES AND THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES, INCLUDING ANY FUTURE GOVERNING BODY OPERATING ITS OWN POLICE DEPARTMENT AND ITS RESPECTIVE LAW ENFORCEMENT AGENCY, ANY MUNICIPALITY LOCATED IN MIAMI-DADE COUNTY THAT OPERATES A POLICE DEPARTMENT AND ITS RESPECTIVE POLICE DEPARTMENT, FLORIDA INTERNATIONAL UNIVERSITY AND THE FLORIDA INTERNATIONAL UNIVERSITY POLICE DEPARTMENT, AND THE MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE MIAMI-DADE COUNTY PUBLIC SCHOOLS POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH MUTUAL AID AGREEMENTS AND EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, to ensure the public safety of its 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 natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of

Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, Miami-Dade County and the subscribing governing body have the authority under Florida Statutes Chapter 23, Part I, Florida Mutual Aid Act, and under Florida Statutes Section 316.640, Enforcement, to enter into a Mutual Aid Agreement,

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 I, Florida Mutual Aid Act, (1) approves the terms of Mutual Aid Agreements with select governing bodies and their respective law enforcement agencies, including any future governing body operating its own police department and its respective law enforcement agency, any municipality located in Miami-Dade County that operates a police department and its respective police department, the Miami-Dade County Public Schools and the Miami-Dade County Public Schools Police Department, and Florida International University and the Florida International University Police Department, and (2) authorizes the County Mayor or the County Mayor's designee to execute the Mutual Aid Agreements for and on behalf of Miami-Dade County provided the Mutual Aid Agreement is in substantially the form of one of the Mutual Aid Agreements attached to this resolution, and to exercise the renewal and cancellation provisions contained therein on behalf of Miami-Dade County, Florida.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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
THE CITY OF AVENTURA
FOR VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing municipality 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 natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *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 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 following terms and conditions:

SECTION I. PURPOSE AND TERMS

A. Short title: Mutual Aid Agreement

B. 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, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. 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 which 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.

2. Each party to this Agreement agrees to furnish necessary personnel, 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 necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.

3. 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, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services 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.

3. The political subdivision having financial responsibility for the participating 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.

4. 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.

C. 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 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.

D. 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 law enforcement agency 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.

E. 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, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command: The personnel, equipment, facilities, and other resources and services 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.

B. 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.

C. 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:

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 employee 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 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. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this 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.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, 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:

1. Voluntary:
    a. Joint multi-jurisdictional criminal investigations.
    b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
    c. Joint training in areas of mutual need.
    d. Off-duty special events.
    e. Joint multi-jurisdictional marine interdiction operations.
    f. Security and escort duties for dignitaries
2. Operational:
    a. Hostage and barricaded subject situations, and aircraft piracy.
    b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls
    c. Enemy attack
    d. Transportation of evidence requiring security.
    e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
    f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
    g. 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.

h. 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.

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

j. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.

B. 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.

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

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

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency 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 municipalities located in Miami-Dade County and in unincorporated Miami-Dade County 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, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any 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 the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, 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. 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 outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. 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 mutual aid with Miami-Dade County, and in any 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 paragraph 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.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all traffic laws 24-hours per day, beginning at the intersection of the south right-of-way line Northeast 203 Street and the center line of the Florida East Coast (FEC) Railroad tracks, from the center line of the FEC Railroad tracks, west to the west right-of-way line of Northeast 26 Avenue, from the west right-of-way line of Northeast 26 Avenue, north to the north right-of-way line of Northeast 203 Street; from the north right-of-way line of Northeast 203 Street, east to the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, south to the south right-of-way line on Northeast 203 Street, inclusive of all areas within this description.
2. Joint enforcement of all traffic laws 24-hours per day, beginning at the intersection of the south right-of-way of Miami Gardens Drive and the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, west to the west right-of-way of West Dixie Highway; from the west right-of-way of West Dixie Highway, north to the north right-of-way of Miami Gardens Drive; from the north right-of-way of Miami Gardens Drive, east to the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, south to the south right-of-way of Miami Gardens Drive, inclusive of all areas within this description.
3. Joint enforcement of all laws in an area to be hereinafter designated as the Joint Community Marine Protection Area (JMPA). The JMPA shall consist of

the unincorporated waterways surrounded by, in general: Sunny Isles; Surfside; Bay Harbor Islands; North Miami and the Intracoastal Waterway; Miami Shores; Miami Beach; and, an east-west line in the Atlantic Ocean parallel to the southerly line of Broward County, Florida.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this 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.
5. 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.
6. 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 VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

MIAMI-DADE COUNTY

_____
Carlos A. Gimenez, Mayor

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

THE CITY OF AVENTURA:

_____

Eric M. Soroka, City Manager Date

_____

Steve Steinberg, Chief Date
Aventura Police Department

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 natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *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 Florida International University via their

undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE AND TERMS

A. Short title: Mutual Aid Agreement

B. 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, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of Florida International 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, if applicable.
2. 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.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. 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 which 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.
2. Each party to this Agreement agrees to furnish necessary personnel, 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 necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. 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, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified providing aid outside of the jurisdictional limits of their employing agency

pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The entity having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services 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.

3. The entity having financial responsibility for the participating 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.

4. 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.

C. 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 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.

D. 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 law enforcement agency 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.

E. 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, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command: The personnel, equipment, facilities, and other resources and services 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.

B. 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.

C. 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:

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 employee 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 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. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this 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.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and Florida International University, 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:

1. Voluntary:
    a. Joint multi-jurisdictional criminal investigations.
    b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
    c. Joint training in areas of mutual need.
    d. Off-duty special events.
    e. Joint multi-jurisdictional marine interdiction operations.
    f. Security and escort duties for dignitaries.
2. Operational:
    a. Hostage and barricaded subject situations, and aircraft piracy.
    b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
    c. Enemy attack.
    d. Transportation of evidence requiring security.
    e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
    f. Any natural, technological, or manmade disaster.
    g. Emergency situations in which one agency cannot perform its functional objective.
    h. 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.

i. 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.

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

k. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.

B. 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.

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

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

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency 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 municipalities located in Miami-Dade County and in unincorporated Miami-Dade County 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, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any 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 the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, 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. 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 outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. 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 mutual aid with Miami-Dade County, and in any 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 paragraph 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.

D. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this 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.
5. 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.
6. 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 VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1,

2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

MIAMI-DADE COUNTY

_____
Carlos A. Gimenez, Mayor

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES:

_____

Dr. Kenneth A. Jessell Date
Chief Financial Officer and Senior Vice President

_____

Alexander C. Casas Date
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

LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY
FOR VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the School Board of Miami-Dade County, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *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 School Board of Miami-Dade County, 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:

SECTION I. PURPOSE AND TERMS

A. Short title: Mutual Aid Agreement

B. 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, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Superintendent of the Miami-Dade School Board, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the Miami-Dade Schools Police Department, or the Chief's designee.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. 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 which 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.
2. Each party to this Agreement agrees to furnish necessary personnel, 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 necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. 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, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The entity having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services 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.
3. The entity having financial responsibility for the participating 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.
4. 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.

C. 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 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.

D. 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 law enforcement agency 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.

E. 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, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command: The personnel, equipment, facilities, and other resources and services 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.

B. 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.

C. 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:

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 employee 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 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. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when `respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the School Board of Miami-Dade County, 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:

1. Voluntary:
    a. Joint multi-jurisdictional criminal investigations.
    b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
    c. Joint training in areas of mutual need.
    d. Off-duty special events.
    e. Joint multi-jurisdictional marine interdiction operations.
    f. Security and escort duties for dignitaries.
2. Operational:
    a. Hostage and barricaded subject situations, and aircraft piracy.
    b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
    c. Enemy attack.
    d. Transportation of evidence requiring security.
    e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
    f. Any natural, technological, or manmade disaster.
    g. Emergency situations in which one agency cannot perform its functional objective.

h. 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.

i. 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.

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

k. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.

B. 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.

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

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

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency 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 municipalities located in Miami-Dade County and in unincorporated Miami-Dade County 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, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any 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 the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, 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 Miami-Dade Schools Police Department. 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. 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 outside their jurisdiction for offenses which occurred in their jurisdiction. 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 mutual aid with Miami-Dade County, and in any 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 paragraph 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.

D. Special Provisions for Concurrent Jurisdiction:

1. Pursuant to Florida Statutes Section 1006.12, the participating law enforcement agencies agree that Miami-Dade Schools Police Department officers shall exercise the power to make arrests for violations of law on district school board property and to arrest persons, whether on or off such property, who violate any law on such school board property under the same conditions that deputy sheriffs are authorized to make arrests. This police authority shall be exercised in connection with incidents that occur on roadways and property adjacent to and abutting School Board property and incidents that occur in plain view of a School Board police officer within 1,000 feet of school property.

2. The participating law enforcement agencies agree that the Miami-Dade Schools Police Department shall have police authority to respond to law enforcement incidents at all school-related events which are under the guidance, supervision, regulation or control of the School Board that involve school students and School Board employees when such events occur on property or facilities located outside the statutory jurisdiction of the Miami-Dade Schools Police Department. However, Miami-Dade County Resolution Number R-279-08 requires that whenever off-duty police officers are hired to serve at an

event taking place at a County owned facility, including officers hired to maintain or provide internal or external event security and/or traffic control relating to the event, they shall be County police officers hired in accordance with the provisions of Section 2-56 of the Miami-Dade County Code. The following two exceptions apply:

a. The requirement to hire Miami-Dade Police Officers shall not apply to any event at a County owned facility conducted pursuant to or under the authority of a lease, management or interlocal agreement with the County which pre-exists R-279-08 and which presently requires the use of non-County police.

b. School-related events as described above occurring on the property of Marlins Ballpark and Sunlife Stadium shall be staffed by the Miami-Dade Police Department.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this 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.
5. 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.

6. 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 VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the

case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

MIAMI-DADE COUNTY

_____
Carlos A. Gimenez, Mayor

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

THE SCHOOL BOARD OF MIAMI-DADE COUNTY:

_____

Alberto Carvalho, Superintendent Date

_____

Ian Moffett, Chief Date
Miami-Dade Schools Police Department

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____

Ailil Graupera, School Board Attorney Date
Miami-Dade County Public Schools