

MEMORANDUM

Agenda Item No. 11(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving revised mutual aid agreement for voluntary cooperation and operational assistance; directing the County Mayor to exercise cancellation provision in existing mutual aid agreement for voluntary cooperation and operational assistance; authorizing the County Mayor to execute the revised mutual aid agreement with select governing bodies and their respective law enforcement agencies and exercise all provisions contained therein; and requiring written notification when the County Mayor authorizes provision of mutual aid pursuant to agreement

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 11(A)(1)
9-4-24

RESOLUTION NO. _____

RESOLUTION APPROVING REVISED MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE CANCELLATION PROVISION IN EXISTING MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE REVISED MUTUAL AID AGREEMENT WITH SELECT GOVERNING BODIES AND THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND REQUIRING WRITTEN NOTIFICATION WHEN THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE AUTHORIZES PROVISION OF MUTUAL AID PURSUANT TO AGREEMENT

WHEREAS, section 23.12 *et seq.*, Florida Statutes, known as the “Florida Mutual Aid Act,” authorizes law enforcement agencies to enter into written agreements for voluntary cooperation, requested operational assistance, or a combination; and

WHEREAS, section 23.1225, Florida Statutes provides that such mutual aid agreements must specify, among other terms, “the agency or entity that shall bear any liability arising from acts undertaken under the agreement” and “the amount of any compensation or reimbursement to the assisting agency or entity”; and

WHEREAS, in 2015, this Board passed Resolution No. R-214-15, approving the terms of a mutual aid agreement for voluntary cooperation and operational assistance between Miami-Dade County and select governing bodies and their respective law enforcement agencies, including municipal police departments (the “2015 Mutual Aid Agreement”); and

WHEREAS, the 2015 Mutual Aid Agreement provides that a party to the agreement may request voluntary cooperation and operational assistance for a number of circumstances and conditions, including, but not necessarily limited to, major events and off-duty special events; and

WHEREAS, the 2015 Mutual Aid Agreement provides that the agency providing aid shall be responsible for compensating its own employees rendering aid and for defraying travel and maintenance expenses; and

WHEREAS, this Board wishes to revise the circumstances and conditions under which a party may request voluntary cooperation and operational assistance from Miami-Dade County at the County's cost,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the terms of a revised mutual aid agreement, in substantially the form attached hereto as Exhibit A and incorporated herein, for voluntary cooperation and operational assistance between Miami-Dade County and select governing bodies in Miami-Dade County and their respective law enforcement agencies, including municipalities, Miami-Dade County Public Schools, and Florida International University.

Section 2. This Board directs the County Mayor or County Mayor's designee to exercise the cancellation provision in the 2015 Mutual Aid Agreement for any such agreements that are currently in place.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the revised mutual aid agreement, in substantially the form attached hereto as Exhibit A and incorporated herein, for voluntary cooperation and operational assistance, for and on behalf of Miami-Dade County, with select governing bodies in Miami-Dade County and their respective law enforcement agencies, including municipalities, Miami-Dade County Public Schools, and Florida International University, and to exercise all provisions contained therein.

Section 4. This Board directs the County Mayor or County Mayor’s designee to provide written notification to the Board of County Commissioners whenever the County Mayor or County Mayor’s designee authorizes the provision of mutual aid pursuant to the provisions of the revised agreement. Such notification shall be provided no later than 48 hours after such authorization.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It 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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of September, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
[PARTICIPATING ENTITY]
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 in 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*, 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. Providing agency: The law enforcement agency that is providing aid pursuant

to this Agreement.

5. Requesting agency: The law enforcement agency that is requesting aid pursuant to this Agreement.
6. 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. In the event the providing agency makes any equipment, facilities, and other resources and services available pursuant to the provisions of this Agreement, the providing agency shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
3. Except in emergency situations, such as natural or man-made disasters, where each providing agency shall be responsible for the personnel costs it incurs while rendering emergency aid pursuant to this Agreement, the requesting agency shall be responsible for the personnel costs incurred by the providing agency while rendering aid pursuant to this Agreement. Such personnel costs shall include any salary or wage amounts, overtime amounts, or amounts paid or due for compensation due to personal injury or death

while such employees are engaged in rendering such aid. Voluntary cooperation for special events shall not be considered an emergency situation under any circumstance.

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:

1. Where Miami-Dade County requests aid pursuant to this Agreement, 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.
2. Where a participating law enforcement agency requests aid from Miami-Dade County pursuant to this Agreement, the requesting agency shall, subject to the

limitations set forth in section 768.28, Florida Statutes, indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, claims, causes of action, or damages arising from the performance of this Agreement, and shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the County, including appellate proceedings, and shall pay all costs, judgments, and attorney fees which may issue thereon.

- 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 providing agency shall be under the immediate command and direct supervision of a supervising officer designated by the providing agency 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 providing 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 providing agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the providing 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. Joint training in areas of mutual need.

- c. Joint multi-jurisdictional marine interdiction operations.
 - d. 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 man-made 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. 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 6, 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 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 _____, 2024,

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor

Stephanie Daniels, Director
Miami-Dade Police Department

ATTEST:

Juan Fernandez-Barquin, Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2024,

[PARTICIPATING ENTITY]:

City Manager Date

Chief Date
Police Department

ATTEST:

City Clerk