

RESOLUTION No. 23-154

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE CITY OF HOMESTEAD TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is the responsibility of the City of Doral (“City”), to ensure the public safety of its citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement issues and other natural and man-made conditions or emergencies which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City’s Police Department, it is necessary to enter into an agreement with the City of Homestead to provide for voluntary cooperation and operational assistance across jurisdictional lines; and

WHEREAS, Staff has recommended that the City Council approve a Mutual Aid Agreement between the City and the City of Homestead, Florida to ensure public safety by providing adequate levels of police services.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Mutual Aid Agreement between the City of Homestead and the City of Doral, attached hereto as Exhibit “A”, which is incorporated

herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Mutual Aid Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of September, 2023.



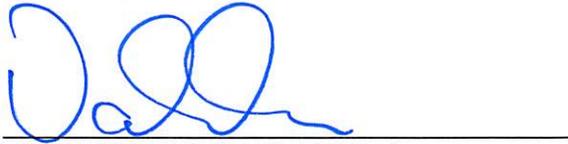
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

MUTUAL AID AGREEMENT

BETWEEN THE CITY OF HOMESTEAD AND THE CITY OF DORAL

Whereas, it is the responsibility of the governments of the City of Homestead and the City of Doral, 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, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Homestead Police Department or the City of Doral Police Department, the parties have each requested that a mutual aid agreement be executed; and

Whereas, in order to ensure that the resources of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Homestead and the City of Doral the parties have each requested that a mutual aid agreement be executed; and

Whereas, City of Homestead and the City of Doral have the authority under Chapter 23, *Florida Statutes*, the “Florida Mutual Aid Act,” to enter into this Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Homestead and the City of Doral, municipal corporations of the State of Florida, by and through 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:

1. **Short title:** Mutual Aid Agreement.
2. **Description:** This Mutual Aid Agreement (“Agreement”) provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations; thus, this Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, *Florida Statutes*.

3. **Definitions:**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.
- b. **Law Enforcement Agencies:** The Police Department of the City of Homestead and/or the Police Department of the City of Doral.
- c. **Agency Head:** Either the Chief of the City of Homestead Police Department or the Chief's designees; and the Chief of the City of Doral Police Department, or the Chief's designees.
- d. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the proper approval of the municipality, as established by their respective charters ordinance, resolution, or rule .
- e. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, *Florida Statutes*.

4. **Operations:**

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative whose assistance is sought shall evaluate the

situation and his/her available resources, and will respond in a manner deemed appropriate. The Agency Head's decision in this regard shall be final.

- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The Agency Heads of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.
- d. The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:
 - 1. Joint multi-jurisdictional criminal investigations.
 - 2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
 - 3. Any natural, technological or manmade disaster.
 - 4. 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.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

17. Off-duty special events.
18. DUI Checkpoints.
19. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as are searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call

e. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the 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. In the event that a complaint is received by a non-employing agency, the Chief of Police or designee receiving the complaint 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 employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of

the employees of the requesting agency violated any of their agency's policies or procedures.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating Law Enforcement Agencies, including Certified Law Enforcement Employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, *Florida Statutes*, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to 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.

d. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray 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, and also include all

benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement Employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.

- e. All of the privileges and immunities from liability, 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 extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

6. **Indemnification:** . Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.

7. **Forfeitures:** It is recognized that during the course of the operation of this

Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, may be seized. The agency requesting assistance under this agreement shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The requesting agency may, upon mutual consent of the parties to this agreement, assign the rights to pursue forfeiture litigation to the assisting agency. 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 agency must request sharing, in writing before the entry of the 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 settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **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 and provisions in Chapter 23, *Florida Statutes*.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, September 30, 2028. Under no circumstances may this Agreement be renewed, amended, or extended except in writing with proper execution by the respective parties.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2023.

Jerry Estrada
City Manager
City of Homestead, Florida
Date: _____

Barbara Hernandez
City Manager
City of Doral, Florida
Date: _____

Alexander Rolle, Jr.
Chief of Police
City of Homestead, Florida
Date: _____

Edwin Lopez
Chief of Police
City of Doral, Florida
Date: _____

Attest:

Attest:

Elizabeth Sewell
City Clerk
City of Homestead, Florida
Date: _____

Connie Diaz
City Clerk
City of Doral, Florida
Date: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

City Attorney
Date: _____

Valerie Vicente
City Attorney
Date: _____