

Mutual Aid Agreement
Between the Town of Medley and the
City of Doral Police Department

Whereas, it is the responsibility of the government of the Town of Medley, Miami-Dade County, Florida and the City of Doral, 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, because of the continuing possibility of the occurrence of the 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 Town of Medley Police Department and/or the City of Doral Police Department; and

Whereas, in order to ensure the ability of these laws enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the Town of Medley and the City of Doral; and

Whereas, Town of Medley and the City of Doral have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that the Town of Medley 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:** 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 describes 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 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. **Agency or participating Law Enforcement Agency:** Either the Town of Medley Police Department or the City of Doral Police Department.

c. **Agency Head:** Either the Chief of Police of the Town of Medley Police Department or the Chief's designees; and the Chief of Police of the City of Doral Police Department , or the Chief's designees.

d. **Authorized Agency Representative:** Agency head as defined herein.

e. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

f. **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 attached as Exhibit "A", an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The Agency Head 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.

5. **Powers, Privileges, Immunities, and Costs:**

a. All employees of the participating Law Enforcement Agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the 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.

b. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same.

c. 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. Such compensation shall also include all benefits normally due to such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, worker's 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 Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid auxiliary employees.

6. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitable distributed among the participating agencies in proportion to the amount of investigation and participation performed by each Agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

7. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. The municipality requesting aid shall indemnify the municipality providing aid from any suits, claims or damages resulting from any act or conduct of employees of the requesting municipality.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the later, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including, March 6, 2018. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officer of the parties hereto.

AGREED TO AND ACKNOWLEDGED this 6 day of March, 2013



ROBERTO MARTELL
MAYOR
TOWN OF MEDLEY, FLORIDA

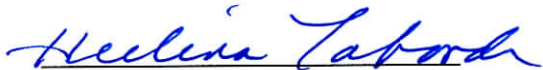


~~JOE CAROLLO~~ Alonso P. Chuldras
~~CITY MANAGER~~ AcM
CITY OF DORAL, FLORIDA

Date: March 6, 2013

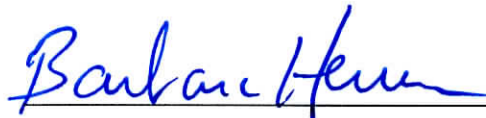
Date: 4-15-13

Attest:



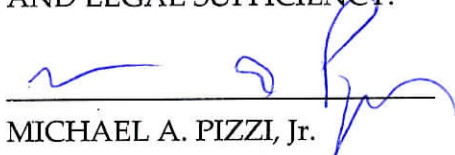
HERLINA TABOADA
TOWN CLERK
TOWN OF MEDLEY, FLORIDA

Attest:



BARBARA HERRERA
CITY CLERK
CITY OF DORAL, FLORIDA

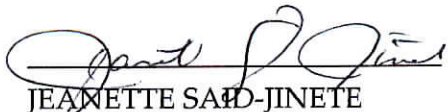
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



MICHAEL A. PIZZI, Jr.
TOWN ATTORNEY
TOWN OF MEDLEY, FLORIDA



JIMMY MORALES de Jimenez
CITY ATTORNEY
CITY OF DORAL, FLORIDA



JEANNETTE SAAD-JINETE
CHIEF OF POLICE
TOWN OF MEDLEY, FLORIDA



RICHARD BLOM
CHIEF OF POLICE
CITY OF DORAL, FLORIDA