

RESOLUTION NO. 2009- 1900

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF NORTH MIAMI BEACH.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the City of North Miami Beach; and

**WHEREAS**, it is in the best interest of the Town of Surfside to enter into said Mutual Aid Agreement; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.**    The above and foregoing recitals are true and correct.

**Section 2.    Authorization.**    The Town Manager and Town Clerk are hereby authorized and directed to execute the attached Mutual Aid Agreement with the City of North Miami Beach.

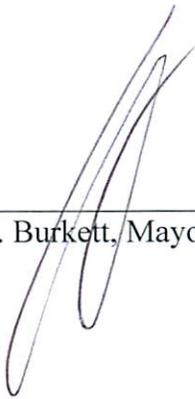
**Section 3.    Effective Date.**    This Resolution shall become effective immediately upon its adoption.

**PASSED and ADOPTED** on this 11 day of August, 2009.

Motion by Commissioner Levine, second by Commissioner Calderon.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	<u>yes</u>
Commissioner Steven Levine	<u>yes</u>
Commissioner Howard Weinberg	<u>yes</u>
Vice Mayor Marc Imberman	<u>yes</u>
Mayor Charles Burkett	<u>yes</u>



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Charles W. Burkett, Mayor

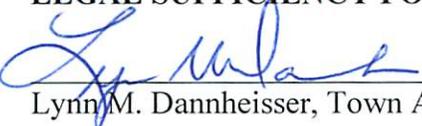
Attest:



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Debra E. Eastman, MMC  
Town Clerk

**APPROVED AND TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



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Lynn M. Dannheisser, Town Attorney

**OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT****WITNESSETH**

**WHEREAS, THE SUBSCRIBING LAW ENFORCEMENT AGENCIES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO INTENSIVE SITUATION, INCLUDING BUT NOT LIMITED TO NATURAL OR MAN MADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,**

**WHEREAS, THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE NORTH MIAMI BEACH POLICE DEPARTMENT HAVE THE AUTHORITY UNDER SECTION 23.12, FLORIDA STATUTES, et seq., THE FLORIDA MUTUAL AID ACT, TO ENTER INTO A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.**

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE**

**EACH OF 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 CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER- RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, OFF DUTY ASSIGNMENTS, INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS AND ANY OTHER SITUATION DEAMED APPROPRIATE BY EACH OF THE AFORESAID AGENCY HEADS.**

**SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE**

**IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.**

**THE AGENCY HEAD OR AUTHORIZED REPRESENTATIVE IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.**

**THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL. COMMUNICATIONS INSTRUCTIONS WILL BE INCLUDED IN EACH REQUEST FOR MUTUAL AID. IN THE ABSENCE OF SUCH INSTRUCTIONS, COMMUNICATIONS WILL BE CONDUCTED ON A MUTUALLY AGREED UPON RADIO FREQUENCY, IF NOT THROUGH MIAMI-DADE COMMUNICATIONS BUREAU.**

**SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY**

**THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.**

**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/HER OWN EMPLOYING AGENCY. 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 SUPERVISING OFFICERS FROM EACH AGENCY WILL TOGETHER DETERMINE THE APPROPRIATE COURSE OF ACTION AS DETERMINED BY THE SITUATION.

**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 AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED
3. THE SPECIFIC ALLEGATION
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED 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 HEAD OR HIS/HER DESIGNEE OF 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: LIABILITY**

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

#### **SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS.**

- a. EMPLOYEES OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE NORTH MIAMI BEACH POLICE DEPARTMENT WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.
- b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES AND SERVICES IN FURNISHING SUCH MUTUAL AID.
- c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTAINANCE OF THAT EQUIPMENT.

- d. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAID THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE RENDERING AID PURSUANT TO THIS AGREEMENT.
- e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEES' DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER AND PART TIME EMPLOYEES.
- f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETED JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.
- g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

#### **SECTION VI: LIABILITY INSURANCE**

THE CITY OF NORTH MIAMI BEACH IS SELF-INSURED PURSUANT TO CHAPTER 768, FLORIDA STATUTES. THE TOWN OF SURFSIDE SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(16)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGEMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELLED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

#### **SECTION VII: FOREFEITURE PROVISIONS**

- a. IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FOREFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FOREFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FOREFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.
- b. ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES, LESS THE COSTS ASSOCIATED WITH THE FOREFEITURE ACTION.

**SECTION VIII: EFFECTIVE DATE**

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE UNTIL AUGUST 01, 2011. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

**CANCELLATION:**

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

\_\_\_\_\_  
City Manager,  
North Miami Beach, FL

\_\_\_\_\_  
Town Mayor,  
Surfside, FL

Date Executed: \_\_\_\_\_

Date Executed: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk,  
North Miami Beach, FL

\_\_\_\_\_  
Town Clerk,  
Surfside, FL

APPROVED AS TO FORM  
AND CORRECTNESS ONLY/  
TERMS AND CONDITIONS  
PROVIDED BY OTHERS

APPROVED AS TO FORM  
AND CORRECTNESS

\_\_\_\_\_  
City Attorney,  
North Miami Beach, FL

\_\_\_\_\_  
Town Attorney,  
Surfside, FL

**JOINT DECLARATION OF THE CHIEF OF  
THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE  
CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID ACT**

**COPY**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- ◆ participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- ◆ appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of North Miami Beach and the Town of Surfside, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural 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 failures.
5. Terrorist activity including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention 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. Emergency situations in which one agency cannot perform its functional objective.
- 14. Incidents requiring utilization of specialized units e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
- 15. Joint training in areas of mutual need.
- 16. Joint multijurisdictional marine interdiction operations.

ATTEST:

CITY OF NORTH MIAMI BEACH  
POLICE DEPARTMENT

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Linda M. Loizzo, Chief

Date: \_\_\_\_\_

ATTEST:

TOWN OF SURFSIDE  
POLICE DEPARTMENT

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Shawn O'Reilly, Chief

Date: \_\_\_\_\_