

RESOLUTION NO. 10 - *1923*

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 FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE VILLAGE OF INDIAN CREEK PUBLIC SAFETY DEPARTMENT.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement For Voluntary Cooperation And Operational Assistance Between the Town of Surfside Police Department and the Village of Indian Creek Public Safety Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

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 and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Mutual Aid Agreement For Voluntary Cooperation And Operation Assistance Between the Town of Surfside Police Department and the Village of Indian Creek Public Safety Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

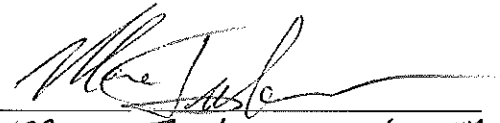
Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this 9 day of MARCH, 2010.

Motion by Commissioner Imberman, second by Commissioner Levine.


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>



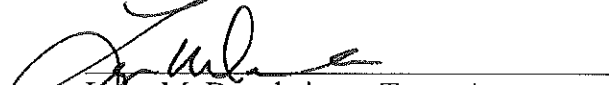
Marc Imberman, Vice Mayor

Attest:



Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney

MUTUAL AID AGREEMENT

**Between the Village of Indian Creek Public Safety Department
And the Town of Surfside Police Department**

WHEREAS, it is the responsibility of the governments of the Village of Indian Creek, Florida and the **Town of Surfside**, 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 existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating Miami-Dade County municipalities 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 Village of Indian Creek, subdivision of the State of Florida, and the Town of Surfside, 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 the Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation this Mutual Aid 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 of Situation where aid may be requested or rendered pursuant to this agreement, as concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency.** Either the **Village of Indian Creek Public Safety Department** or the **Town of Surfside Police Department**.
- C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department**, or the Chief's designees, and the Chief of Police of the **Town of Surfside 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 approval of the governing body of the municipality.
- 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 has 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 heads of the participating law enforcement agencies, or the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisor 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 municipal police department, 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 employing municipality pursuant to a request for aid made in accordance with the 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 political subdivision in which they are normally employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the 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 same.
 - C. The Political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to the Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of 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 for 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.
 - D. 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 extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision 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 political subdivision in any suit, action 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.
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, 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. 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 stated in Chapter 23 Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including January 1, 2015, under no circumstances may the Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief executive officers of the parties hereto.

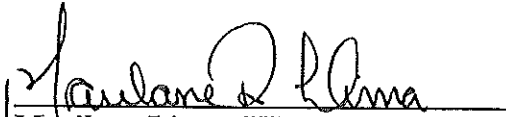
AGREED AND ACKNOWLEDGED this ____ day of _____ 2010.



C. Samuel Kissinger, Village Manager
Indian Creek Village, Florida

Gary Word, Town Manager
Town of Surfside, Florida

ATTEST:

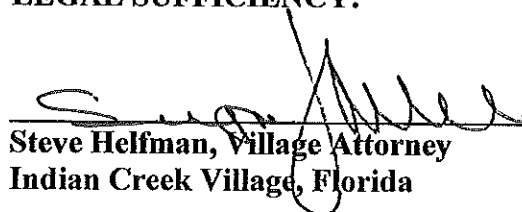


Marilane Lima, Village Clerk
Indian Creek Village, Florida

ATTEST:

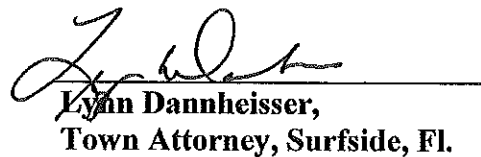
Beatris M. Arguelles, CMC
Town Clerk, Surfside, Florida

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Steve Helfman, Village Attorney
Indian Creek Village, Florida

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**



Lynn Dannheisser,
Town Attorney, Surfside, Fl.

JOINT DECLARATION OF THE CHIEF OF INDIAN CREEK VILLAGE PUBLIC SAFETY DEPARTMENT AND THE CHIEF OF POLICE OF THE TOWN OF SURFSIDE POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A deputy sheriff or 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 pre-planned 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, hereto entered into by the Town of Surfside, Florida and Indian Creek Village, Florida, 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 multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, 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 limiting 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 disturbance within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing person's calls.
9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects,

perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby call 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.

10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g. sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the jurisdictional waters within respective municipal boundaries.

Date: 02/24/2010

Date: _____

Clarke P. Maher
Clarke P. Maher
Chief of Public Safety
Indian Creek Village Public
Safety Department, Indian Creek, Fl.

David Allen
Chief of Police
Town of Surfside, Florida

ATTEST:

ATTEST:

Marilane Lima
Marilane Lima
Village Clerk
Indian Creek Village, Florida

Beatris M. Arguelles, CMC
Town Clerk
Town of Surfside, Florida

**JOINT DECLARATION AMENDMENT UNDER INDIAN CREEK VILLAGE
PUBLIC SAFETY DEPARTMENT/TOWN OF SURFSIDE POLICE
DEPARTMENT MUTUAL AID AGREEMENT**

This agreement amends the Joint Declaration under the Mutual Aid Agreement of February 5, 2005, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

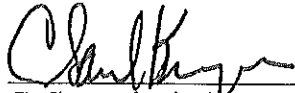
It will be agreed between both Chiefs of Police of Indian Creek Village and the Town of Surfside to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state and federal law, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by the one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by the seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of the Mutual Aid Agreement.

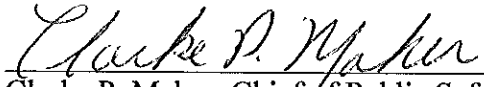
This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the Town of Surfside Police Department and the Indian Creek Village Public Safety Department.

Date: 02/24/2010



C. Samuel Kissinger, Village Manager
Indian Creek Village, Florida



Clarke P. Maher, Chief of Public Safety
Indian Creek Village, Florida

Date: _____

Gary Word, Town Manager
Town of Surfside, Florida

David Allen, Chief of Police
Town of Surfside, Florida