

RESOLUTION NO. 10 - 1959

**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 MIAMI GARDENS, FLORIDA
POLICE DEPARTMENT AND THE TOWN OF SURFSIDE
POLICE DEPARTMENT**

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the City of Miami Gardens, Florida Police Department and the Town of Surfside, Florida Police 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 with the City of Miami Gardens Police 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 this 12 day of Oct., 2010.

Motion by Commissioner Karukin, second by Commissioner Olchyk.


FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	<u>yes</u>
Commissioner Edward Kopelman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Joseph Graubart	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>




Daniel Dietch, 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

JOINT DECLARATION BETWEEN
THE TOWN OF SURFSIDE AND THE CITY OF MIAMI GARDENS PURSUANT TO A
MUTUAL AID AGREEMENT

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 Miami Gardens, Florida and the Town of Surfside, 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 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 power failures.
5. Terrorist activities 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 multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.
2. 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.
3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED TO AND ACKNOWLEDGED this 12th day of October, 2010.

 Matthew Boyd
 Chief of Police
 City of Miami Gardens, Florida

 David Allen
 Chief of Police
 Town of Surfside, Florida

ATTEST:

ATTEST:

 Ronetta Taylor, City Clerk
 City of Miami Gardens Florida

 Debra Eastman, Town Clerk
 Town of Surfside, Florida

**APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY**

 Sonja Knighton-Dickens, City Attorney
 City of Miami Gardens, Florida

 Lynn Dannheisser, Town Attorney
 Town of Surfside, Florida

MUTUAL AID AGREEMENT

Between the City of Miami Gardens and the Town of Surfside

Municipal Police Departments

Whereas, it is the responsibility of the governments of the City of Miami Gardens 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 are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Gardens and Town of Surfside; and

Whereas, in order to ensure that 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 Cities of Miami Gardens and Town of Surfside; and

Whereas, the City of Miami Gardens and the Town of Surfside 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 City of Miami Gardens, a political 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 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, 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. The Joint Declaration between the Town of Surfside and the City of Miami Gardens is attached hereto as Exhibit "A" and is hereby incorporated by reference. Subsequent to execution by 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 declarations with the clerks of the respective political subdivisions.
 - b. Agency or participating law enforcement agency: Either the Miami Gardens or Town of Surfside.
 - c. Agency head: the City of Miami Gardens Manager or his designee shall have the right to bind the City of Miami Gardens, and the City Manager

of Miami Beach or his designee shall have the right to bind the Town of Surfside in accordance with this Agreement.

- d. Participating municipal police department: The City of Miami Gardens and Town of Surfside.
- 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 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 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 municipal police department, 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 employing 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 political subdivision in which they are normally employed.
- b. The political subdivision 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 same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the 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 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 such employees.

- d. All exemption from ordinances and rules, and all pensions, insurances, 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.
6. 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 employee while engaged in rendering such aid pursuant to this Agreement subject to the provisions of Section 768.28, Florida Statutes, where applicable.
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, 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. The city in which the property was seized shall be considered the seizing agency.

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 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.

AGREED TO AND ACKNOWLEDGED this 12th day of October, 2009.

Dr. Danny O. Crew
City Manager
City of Miami Gardens, Florida

ATTEST:

Ronetta Taylor, City Clerk
City of Miami Gardens Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Sonja Knighton-Dickens, City Attorney
City of Miami Gardens, Florida

Roger Carlton
Town Manager
Town of Surfside, Florida

ATTEST:

Debra Eastman, Town Clerk
Town of Surfside, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Lynn Dannheisser, Town Attorney
Town of Surfside, Florida