

RESOLUTION NO. 13 - 2155

**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 OPERATIONAL ASSISTANCE IN LAW ENFORCEMENT AND EMERGENCIES WITH THE CITY OF NORTH BAY VILLAGE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement for Operational Assistance in Law Enforcement and Emergencies between the Town of Surfside Police Department and the City of North Bay Village 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"; and

**WHEREAS**, the Commission Communication from the Chief of Police of the Town of Surfside has recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the North Bay Village Police Department (Exhibit "B").

**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 Operation Assistance in Law Enforcement and Emergencies between the Town of Surfside Police Department and the City of North Bay Village 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** on this 15<sup>th</sup> day of May, 2013.

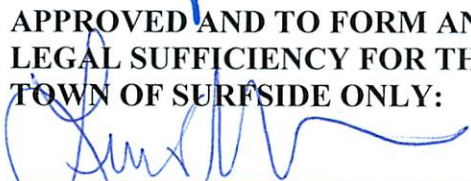
Motion by Vice Mayor Commissioner Karukin, second by Commissioner Olchyk.

**FINAL VOTE ON ADOPTION**

Commissioner Joseph Graubart	<u>Yes</u>
Commissioner Michelle Kligman	<u>Absent</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Michael Karukin	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**Attest:**  
  
\_\_\_\_\_  
Sandra Novoa  
Town Clerk

**APPROVED AND TO FORM AND LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**  
  
\_\_\_\_\_  
Linda Miller, Interim Town Attorney



**North Bay Village**

Administrative Offices

1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

April 22, 2013

Mrs. Sandra Novoa, Town Clerk  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

Re: Mutual Aid Agreement


Dear Sandra:

Enclosed are two copies of the police Mutual Aid Agreements with the Village of Surfside. Please return one fully executed copy to my attention.

If you have any questions regarding this matter, please do not hesitate to call me at (305) 756-7171.

Sincerely,

**NORTH BAY VILLAGE**

  
Yvonne P. Hamilton  
Village Clerk

/yph

Enclosure: Mutual Aid Agreements

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Dr. Richard Chervony**

Commissioner  
**Wendy Duvall**

Commissioner  
**Jorge Gonzalez**

## MUTUAL AID AGREEMENT

### BETWEEN THE NORTH BAY VILLAGE POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT

#### WITNESSETH

**WHEREAS**, it is the responsibility of the governments of North Bay Village, Florida, and the Town of Surfside, Florida (collectively, the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department and the Town of Surfside Police Department (collectively, the "Agencies"); and

**WHEREAS**, the Parties 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:

- (1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

**WHEREAS**, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

**NOW, THEREFORE, BE IT KNOWN** that North Bay Village, a political subdivision of the State of Florida and the Town of Surfside, a political subdivision of the State of Florida, 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:

#### SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

## **SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION**

The Chief of Police for North Bay Village and the Chief of Police for the Town of Surfside (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

## **SECTION III: POLICY AND PROCEDURE**

- (a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. 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's decision in this regard shall be final.
- (b) The resources or facilities that are assigned by the assisting Agency 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 designee of the Agency requesting assistance.
- (c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

## **SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- (a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of North Bay Village or Surfside under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, 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) Each Party agrees to furnish the necessary 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 equipment, resources, facilities, and services in furnishing such mutual aid.

- (c) The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
- (d) The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such 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 engaged in rendering such aid. However, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such 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 employees are rendering such aid as pertains to this Agreement.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances 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 employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

#### **SECTION V: FORFEITURE**

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. Seized property shall be 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.

**SECTION VI: INDEMNIFICATION**

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.


**SECTION VII: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until the expiration of a period of five (5) years from the date hereof, unless terminated prior thereto by any or all of the Parties herein.


**SECTION VII: CANCELLATION**

This agreement may be cancelled by any Party 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.

  
\_\_\_\_\_  
Jenice Rosado  
Interim Village Manager  
North Bay Village

Date: 4/15/13

  
\_\_\_\_\_  
Robert J. Daniels  
Chief of Police  
North Bay Village, Florida

Date: 4/15/2013

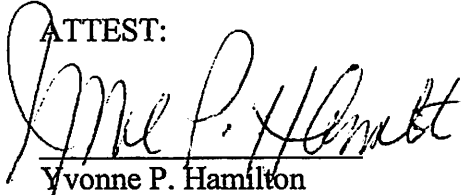
\_\_\_\_\_  
Roger M. Carlton  
Town Manager  
Town of Surfside

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

\_\_\_\_\_  
David Allen  
Chief of Police  
Surfside, Florida

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

ATTEST:



Yvonne P. Hamilton  
Village Clerk  
North Bay Village, Florida

ATTEST:

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Sandra Novoa  
Town Clerk  
Town of Surfside, Florida



**JOINT DECLARATION BETWEEN  
NORTH BAY VILLAGE AND THE TOWN OF SURFSIDE 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 North Bay Village, 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.

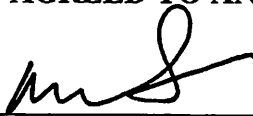
1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic 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.

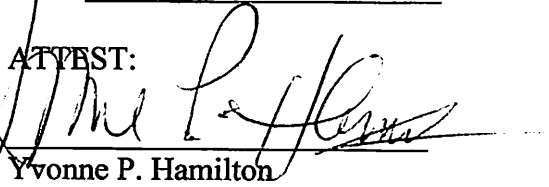
**AGREED TO AND ACKNOWLEDGED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

  
 \_\_\_\_\_  
 Robert J. Daniels  
 Chief of Police  
 North Bay Village, Florida

\_\_\_\_\_  
 David Allen  
 Chief of Police  
 Surfside, Florida

Date: 4/15/2013

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

ATTEST:  
  
 \_\_\_\_\_  
 Yvonne P. Hamilton  
 Village Clerk

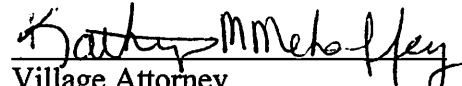
ATTEST:  
 \_\_\_\_\_  
 Sandra Novoa  
 Town Clerk

North Bay Village, Florida

Surfside, Florida

Approved as to form  
And legal sufficiency:

Approved as to form  
and legal sufficiency:

  
Village Attorney  
North Bay Village, Florida

\_\_\_\_\_  
City Attorney  
Town of Surfside, Florida

Date: 4/15/13

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



## Town of Surfside Commission Communication

**Agenda Item #**

**Agenda Date:** May 15, 2013

**Subject:** Mutual Aid Agreement between the North Bay Village Police Department and the Town of Surfside Police Department

**Objective:** To extend mutual aid in the form of law enforcement services and resources between the North Bay Village and Surfside Police Departments for requesting operational assistance in law enforcement intensive situations and emergencies and for assistance of a routine law enforcement nature that crosses jurisdictional lines

**Background:** The Town of Surfside Police has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and North Bay Village are so located in relation to each other that it is an advantage of each to receive and extend mutual aid in the form of law enforcement services and resources. The Mutual Aid Agreement (attachment A) between the Town of Surfside Police Department and North Bay Village Police Department would be in effect from May 15, 2013 to May 14, 2018.

**Budget Impact:** N/A

**Staff Impact:** N/A

**Recommendation:** It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the North Bay Village Police Department.

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David Allen, Chief of Police

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Michael Crotty, Town Manager