

RESOLUTION NO. 15 - 2284

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, law enforcement agencies can only benefit when they work in close cooperation with each other and in partnership with each other; and

WHEREAS, there exists the possibility of law enforcement problems and other natural and man-made conditions which are beyond the control of the services, personnel, equipment or facilities of the Surfside Police Department; and

WHEREAS, it is an advantage of both the Police Departments of the Town Surfside and City of Miami Gardens Beach to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi jurisdiction law enforcement problems, as well as the need of providing the highest level of public safety, and

WHEREAS, it is in the best interest of the Town to enter with the City of Miami Gardens into the Mutual Aid Agreement (Attachment "A") due to the indispensable need for public safety.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Chief of Police to execute and implement the Mutual Aid Agreement between the Town of Surfside, Florida and the City of Miami Gardens, Florida (Attachment "A").

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

PASSED AND ADOPTED this 10th day of March, 2015.

Motion by Commissioner Olchyk,

Second by Vice Mayor Tourgeman.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>YES</u>
Commissioner Michael Karukin	<u>Absent</u>
Commissioner Marta Olchyk	<u>YES</u>
Vice Mayor Eli Tourgeman	<u>YES</u>
Mayor Daniel Dietch	<u>YES</u>



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, Town Clerk

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



Linda Miller, Town Attorney



Miami Gardens
Police Department

1020 NW 163rd Drive
Miami Gardens, FL 33169

NON-EMERGENCY
(305) 474-MGPD (6473)

FAX
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WEBSITE
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February 13, 2015

Town of Surfside
Police Department
Attention: David Allen, Chief of Police
9293 Harding Avenue
Surfside, FL 33154

Re: Mutual Aid Agreement between the City of
Miami Gardens and the Town of Surfside

Dear Chief Allen:

Enclosed please find two (2) original copies of the Mutual Aid Agreement between the City of Miami Gardens and the City of Town of Surfside. Please kindly review and return one (1) original signed copy of the Mutual Aid Agreement, in the self-addressed stamped envelope.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole D. Scott".

Nicole D. Scott

Enclosures

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF MIAMI GARDENS AND
THE TOWN OF SURFSIDE

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 Police Department** and the **Surfside Police Department**; 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 **City of Miami Gardens** and the **Town of Surfside**; and

WHEREAS, the **City of Miami Gardens** and the **Town of Surfside** 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 service;

NOW, THEREFORE, 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:

SECTION I: SHORT TITLE

Mutual Aid Agreement

SECTION II: 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.

SECTION III: 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 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 Police Department or Surfside Police Department.
- C. Agency head: Either Chief of the City of Miami Gardens Police Department or the Chief's designee and the Chief of the Town of Surfside Police Department or the Chief's designee.
- D. Participating municipal police department: The City of Miami Gardens Police Department and the Town of Surfside Police Department.
- E. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION IV: 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.

- D. Whenever an officer or other employee is rendering assistance pursuant to the is agreement, the officer or employee 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 such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- E. 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 accused employee(s) without regard 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 V: 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.
- E. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.
- F. 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: INDEMNIFICATION

- A. 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.
- B. 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.

- C. Each party shall provide satisfactory proof of liability insurance or self-insurance by one or more of the means specified in §768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party. Should insurance coverage 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: FORFEITURES

- A. During the course of this Agreement, real property, vessel, motor vehicle, aircraft, currency or other property may be seized and subject to forfeiture under the Florida Contraband Forfeiture Act,. The jurisdiction in which the property was seized shall be considered the seizing agency. The seizing agency pursuing the forfeiture 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 the forfeited property as a result of or in accordance with this Agreement shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency less the costs associated with the forfeiture action.

SECTION VIII: 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.

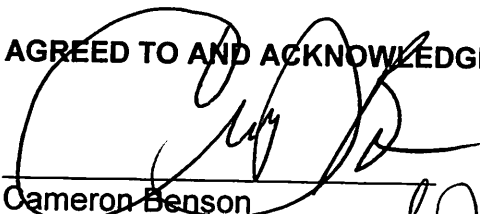
SECTION IX: EFFECTIVE DATE AND DURATION

This Agreement shall be in effect from date of signing, through and including, January 1, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this day of , 2015.



Cameron Benson
City Manager
City of Miami Gardens, Florida

Guillermo Olmedillo
Town Manager
Town of Surfside, Florida

ATTEST:




Ronetta Taylor, City Clerk
City of Miami Gardens Florida

ATTEST:

Sandra Novoa, Town Clerk
Town of Surfside, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Sonja Dickens, City Attorney
City of Miami Gardens, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Linda Miller, Town Attorney
Town of Surfside, Florida

**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.

AGREED TO AND ACKNOWLEDGED this day of ,2015.



Stephen E. Johnson
Chief of Police
City of Miami Gardens, Florida

David Allen
Chief of Police
Town of Surfside, Florida

ATTEST:



Ronetta Taylor, City Clerk
City of Miami Gardens Florida

ATTEST:

Sandra Novoa, Town Clerk
Town of Surfside, Florida