

RESOLUTION NO. 2020- 2670

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA ; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) has historically entered into mutual aid agreements with other municipalities for the purpose of providing voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, the Town and the City of Miami Gardens, Florida wish to enter into a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement, in the form attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Town Commission wishes to approve the Agreement and authorize the Town Manager and Chief of Police to execute the Agreement approved by this Resolution; and

WHEREAS, the Town Commission finds that the Agreement and this Resolution is in the best interest and welfare of the Town.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Manager and Chief of Police are hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 4. Implementation. The Town Manager, Chief of Police and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 11th day of February, 2020.

Moved By: Commissioner Karukin
Second By: Vice Mayor Gielchinsky

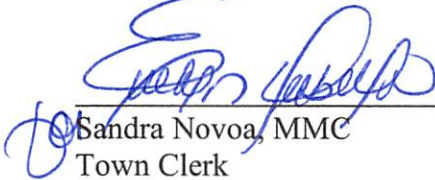
FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Daniel Gielchinsky	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>



Daniel Dietch
Mayor

ATTEST:



Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MIAMI GARDENS AND THE TOWN OF SURFSIDE**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made by and between the TOWN OF SURFSIDE, FLORIDA, a municipal corporation having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, and the CITY OF MIAMI GARDENS, FLORIDA, having its principal office at 18605 NW 27th Avenue, Miami Gardens FL 33056, state as follows:

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, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; 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, 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: PROVISIONS FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

A police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective chief or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of this Mutual Aid Agreement, entered into by the aforesaid law enforcement agencies, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding policy operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, 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, prisoner processing 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. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
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 his/her designee.
2. Specific reporting instructions for personnel rendering mutual aid will 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 and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

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.

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.

The Police Chiefs 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.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's

arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION IV: CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation 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 employer. 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, policy, general order or procedure shall control and shall supersede the direct order.

SECTION V. 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 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 VI: INDEMNIFICATION

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.

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.

SECTION VII: 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 or 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 VIII: FORFEITURES

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act Section 932.701 et. Seq., 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, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing in writing, before the entry of a Final Order Forfeiture, or they will be barred from claiming any portion of the property forfeited.

The agency pursuing the forfeiture action shall have the exclusive right to control the responsibility to maintain the property, including but not limited to, the

complete discretion to bring the action, or to dismiss the action, or to settle the action pursuant to the provisions of the Florida Contraband Forfeiture Act

SECTION IX: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS

To the extent required by law, the Cities of Miami Gardens and Town of Golden Beach shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the Cities agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. Each City shall make the determination of which records, if any, are exempt from inspection. This clause shall serve the duration of the Agreement.

SECTION X: EFFECTIVE DATE AND DURATION

This Agreement shall be in effect from date of signing, through and including, January 1, 2025. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION XI: CANCELLATION


This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellations will be at the discretion of any subscribing party.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2019.



Delma Noel-Pratt
Chief of Police
City of Miami Gardens, Florida

Julio Yero
Chief of Police
Town of Surfside, Florida



Cameron Benson
City Manager
City of Miami Gardens, Florida

Guillermo Olmedillo
Town Manager
Town of Surfside, Florida

ATTEST:

ATTEST:




Mario Bataille, City Clerk
City of Miami Gardens Florida


Sandra Novoa, Town Clerk
Town of Surfside, Florida

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Sonja Dickens, City Attorney
City of Miami Gardens, Florida



Weiss, Serota, Helfman, Cole &
Bierman, Town Attorney
Town of Surfside, Florida