

RESOLUTION NO. 2020- 2740

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

WHEREAS, the Town of Surfside (the “Town”) is responsible for ensuring the public safety of residents and businesses of the Town by providing adequate levels of public services, including police protection and services; and

WHEREAS, there may be natural or manmade disasters, emergencies, and other major law enforcement problems that may cross jurisdictional boundaries; and

WHEREAS, Chapter 23, “Florida Mutual Aid Act,” of the Florida Statutes authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance across jurisdictional boundaries; and

WHEREAS, the Town Commission wishes to approve the law enforcement Mutual Aid Agreement between the Town and the Town of Bay Harbor Islands for voluntary cooperation and operational assistance (the “Agreement”), in substantially the same form attached hereto as Exhibit “A,” which provides the residents and businesses of the Town with assurances of adequate levels of law enforcement services; 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 same form attached hereto as Exhibit "A."

Section 3. Authorization and Implementation. The Town Manager and Town Chief of Police are authorized to execute the Agreement, attached hereto as Exhibit "A." The Town Manager and Chief of Police are hereby further authorized to do all necessary things to implement the Agreement and the purposes of this Resolution, including the execution of any renewal agreements with the Town of Bay Harbor Islands.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of December, 2020.

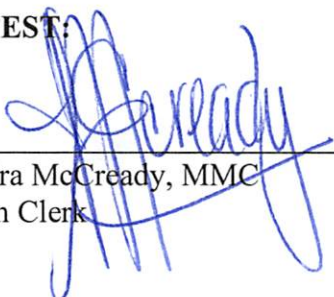
FINAL VOTE ON ADOPTION:

| | |
|----------------------------------|------------|
| Commissioner Charles Kesl | <u>yes</u> |
| Commissioner Eliana R. Salzhauer | <u>yes</u> |
| Commissioner Nelly Velasquez | <u>yes</u> |
| Vice Mayor Tina Paul | <u>yes</u> |
| Mayor Charles W. Burkett | <u>yes</u> |




Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, 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

**JOINT DECLARATION BETWEEN THE TOWN OF SURFSIDE AND
THE TOWN OF BAY HARBOR ISLANDS 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 dispatch 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 Town of Surfside, Florida and the Town of Bay Harbor Islands, 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 control measures including, but not limited to, large-scale evacuations, aircraft and shipping disaster, 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, act 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 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 , 2020

Julio Yero
Chief of Police
Town of Surfside

Date : _____

ATTEST :

Sandra N. McCreedy
Town Clerk
Town of Surfside

Date: _____

Chief of Police
Town of Bay Harbor Islands

Date : _____

ATTEST :

Marlene Siegel
Town Clerk
Town of Bay Harbor Islands

Date: _____

MUTUAL AID AGREEMENT

Between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **Town of Bay Harbor Islands**, 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 are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; 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 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 **Town of Bay Harbor Islands**, subdivision of the State of Florida, and the undersigned representatives, 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. Subsequent to execution by the 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, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the clerks of the respective political subdivisions.
- B. **Agency or participating law enforcement agency:** Either the **Town of Bay Harbor Islands Police Department** or the **Town of Surfside Police Department**.
- C. **Agency Head:** Either the Chief of **Bay Harbor Islands Police 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 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 this 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 exemptions 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 extraterritorially under the provisions of the Mutual Aid Agreement. The provisions 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 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.
- 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 1st,2026. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
- 10. Cancellation:** This Agreement may be canceled by either party upon sixty (60) day's 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 _____ 2020

Maria Lasday
Town Manager
Town of Bay Harbor Islands, Florida

Andrew Hyatt,
Town Manager
Town of Surfside, Florida

ATTEST :

ATTEST :

Marlene M. Siegel,
Town Clerk
Town of Bay Harbor Islands, Florida

Sandra N. McCready
Town Clerk
Town of Surfside, Florida

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

Frank Simone
Town Attorney
Town of Bay Harbor Islands, Florida

Wiess, Sorota, Helfman, Cole &
Bierman, P.L.
Town Attorney,
Town of Surfside, Florida

Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature.