

RESOLUTION NO. 15 - 2285

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT; 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**, the Town of Surfside and City of Sunny Isles Beach are located in relation to 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 Sunny Isles 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 Sunny Isles Beach Police Department 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 Sunny Isles Beach, Florida (Attachment "A").

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

PASSED AND ADOPTED this 10<sup>th</sup> day of March, 2015.

Motion by Commissioner Olchyk,

Second by Vice Mayor Tourgeman.

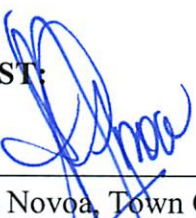
**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen  
Commissioner Michael Karukin  
Commissioner Marta Olchyk  
Vice Mayor Eli Tourgeman  
Mayor Daniel Dietch

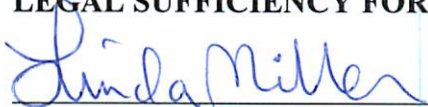
yes  
Absent  
yes  
yes  
yes

  
\_\_\_\_\_  
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



February 11, 2015

Surfside Police Department  
Chief David Allen  
9293 Harding Avenue  
Surfside, Florida 33154

**Re: Renewal of Mutual Aid and Joint Declaration Agreements**

Dear Chief Allen,

Enclosed please find two (2) original executed Mutual Aid and Joint Declaration agreements between The City of Sunny Isles Beach and Town of Surfside.

The current agreements between our cities expired on January 1, 2015. Once you have executed these agreements, please return one (1) original to my attention and keep one for your agency/city.

Please be advised that once I receive the fully executed agreement, I will file it with the Florida Department of Law Enforcement in compliance with applicable Florida State Statutes.

Should you have any questions, Please feel free to contact me.

Sincerely,

*Capt. Michael A. Grandinetti*

Michael A. Grandinetti  
Captain

Enclosures

c: Fred A. Maas, Chief of Police  
Hans Ottinot, City Attorney  
Jane Hines, City Clerk

RESOLUTION NO. 2015- 2365

**A RESOLUTION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AUTHORIZING THE CITY OF SUNNY ISLES BEACH TO ENTER INTO MUTUAL AID AND JOINT DECLARATION AGREEMENTS WITH THE VILLAGE OF INDIAN CREEK, CITY OF MIAMI, CITY OF NORTH MIAMI, CITY OF NORTH MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE AND THE TOWN OF SURFSIDE, IN SUBSTANTIALLY THE SAME FORM AS EXHIBITS "A" AND "B", ATTACHED HERETO; AUTHORIZING THE CITY MAYOR TO EXECUTE SAID MUTUAL AID AND JOINT DECLARATION AGREEMENTS; AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of Miami-Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police service; 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 City of Sunny Isles Beach Police Department; and

**WHEREAS**, it is in the public interest of the City of Sunny Isles Beach as well as the participating Miami-Dade County municipalities 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 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 Florida Mutual Aid Act (Sections 23.12 - 23.127 of the Florida Statutes) grants the City of Sunny Isles Beach and other participating agencies the authority to enter into mutual aid agreements with each other to ensure that law enforcement agencies are prepared to adequately address any and all of these conditions, to protect public peace and safety and to preserve the lives and property of the people of the City of Sunny Isles Beach and participating Miami-Dade County municipalities; and

**WHEREAS**, the City of Sunny Isles Beach desires to authorize entering into Mutual Aid and Joint Declaration Agreements with the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH AS FOLLOWS:**

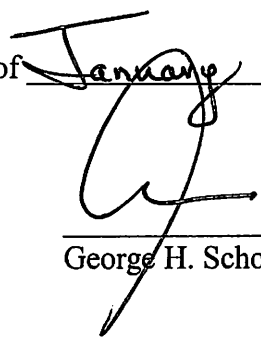
Section 1. Authorization to enter into Mutual Aid and Joint Declaration Agreements. The City Commission hereby authorizes the City of Sunny Isles Beach to enter into Mutual Aid and Joint Declaration Agreements with the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto.

Section 2. Authorization of City Mayor. The City Mayor is hereby authorized to execute Mutual Aid and Joint Declaration Agreements between the City of Sunny Isles Beach and the Village of Indian Creek, City of Miami, City of North Miami, City of North Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village and Town of Surfside, in substantially the same form as Exhibits "A" and "B", attached hereto

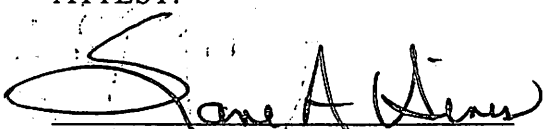
Section 3. Authorization of City Manager and Police Chief. The City Manager and Police Chief are hereby authorized to do all things necessary to effectuate this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

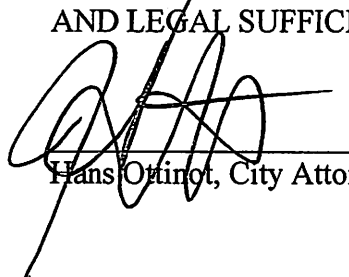
PASSED AND ADOPTED this 15<sup>th</sup> day of January 2015.

  
\_\_\_\_\_  
George H. Scholl, Mayor

ATTEST:

  
\_\_\_\_\_  
Jane A. Hines, MMC, City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Hans Ottinot, City Attorney

Moved by: Commissioner AELION

Seconded by: Vice Mayor GATTO

Vote: 5-0

Mayor Scholl	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Gatto	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Aelion	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Goldman	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Levin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

## MUTUAL AID AGREEMENT

### Between the City of Sunny Isles Beach Police Department and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, 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 manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the 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 **Dade County** municipalities; and

WHEREAS, the participating **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 **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of 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 the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement 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 with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of Sunny Isles Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** 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 which 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 man power, 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, 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 regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the 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 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 extraterritorial under the provisions of this Mutual Aid Agreement. The provision 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.

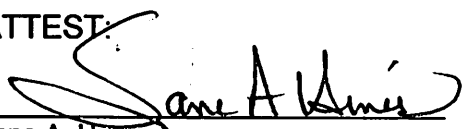
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies 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 conflict 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, 2020**, and 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) days 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 \_\_\_\_\_, 20\_\_.

  
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George Scholl  
Mayor,  
City of Sunny Isles Beach, FL

\_\_\_\_\_  
Michael Crotty  
Town Manager,  
Town of Surfside, FL

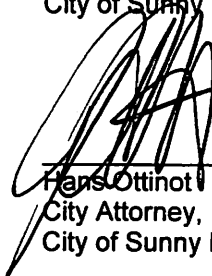
ATTEST:

  
\_\_\_\_\_  
Jane A. Hines  
City Clerk,  
City of Sunny Isles Beach, FL.

ATTEST:

\_\_\_\_\_  
Sandra Novoa  
Town Clerk,  
Town of Surfside, FL.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Hans Ottinot  
City Attorney,  
City of Sunny Isles Beach, FL.

\_\_\_\_\_  
Linda Miller  
Town Attorney,  
Town of Surfside, FL.

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT  
AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or 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, hereto entered into by the **City of Sunny Isles Beach**, 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, backups to emergency and in-progress calls, pursuits, and missing persons calls

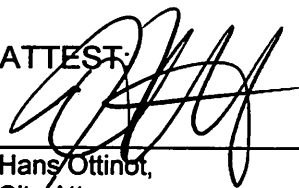
9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

DATE: 01-29-15

DATE: \_\_\_\_\_

  
 Fred A. Maas  
 Chief of Police.  
 Sunny Isles Beach, Florida

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

ATTEST:   
 Hans Ottinot,  
 City Attorney,  
 Sunny Isles Beach, Florida.

ATTEST:  
 \_\_\_\_\_  
 Linda Miller  
 Village Attorney,  
 Surfside, Florida