

RESOLUTION NO. 17 - 2429

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACKNOWLEDGING THE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE CITY OF AVENTURA AND THE TOWN OF SURFSIDE; 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 in the best interest of both the Police Departments of the Town Surfside and the City of Aventura 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 Aventura into the Mutual Aid Agreement (Attachment "A") due to the essential 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 Aventura, Florida (Attachment "A").

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

PASSED AND ADOPTED this 9<sup>th</sup> day of May 2017.

Motion by Commissioner Karukin,

Second by Commissioner Paul.

**FINAL VOTE ON ADOPTION**

Commissioner Daniel Gielchinsky

yes

Commissioner Michael Karukin

yes

Commissioner Tina Paul

yes

Vice Mayor Barry Cohen

yes

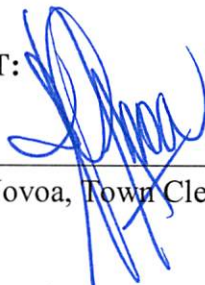
Mayor Daniel Dietch

yes



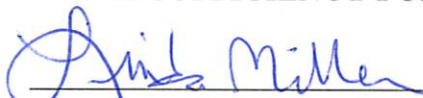
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**



\_\_\_\_\_  
Sandra Novoa, Town Clerk

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



\_\_\_\_\_  
Linda Miller, Town Attorney

**MUTUAL AID AGREEMENT  
(AVENTURA-SURFSIDE)**

**WITNESSETH**

**WHEREAS**, it is the responsibility of the governments of the City of Aventura, 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 or man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Aventura Police Department and the 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(2), 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 the City of Aventura, 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 the City of Aventura 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 Aventura 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 the provisions of Section 768.28, Florida Statutes, where applicable, and provided such indemnifying 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 be effective upon execution and approval by the hereinafter-named officials and shall continue in full force and effect from January 1, 2017, until the expiration of a period of five (5) years from January 1, 2017, unless terminated prior thereto by any or all of the Parties herein. The term of the previously effective Mutual Aid Agreement which was initially entered into by the Parties on February 1, 2011, is hereby extended from January 1, 2016 to January 1, 2017, and said extension is hereby ratified, confirmed and approved.

**SECTION VIII: 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.

\_\_\_\_\_  
Guillermo Olmedillo  
Town Manager  
Town of Surfside

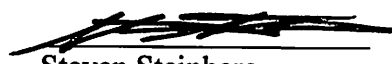
Date: \_\_\_\_\_

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

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

  
\_\_\_\_\_  
Eric M. Soroka  
City Manager  
City of Aventura

Date: 4/4/17

  
\_\_\_\_\_  
Steven Steinberg  
Chief of Police  
Aventura, Florida

Date: 4/7/17

ATTEST:

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Sandra Novoa, MMC  
Town Clerk  
Surfside, Florida

ATTEST:



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Ellisa Horvath, MMC  
City Clerk  
City of Aventura, Florida

**JOINT DECLARATION  
OF THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND  
THE CHIEF OF THE CITY OF AVENTURA POLICE DEPARTMENT  
PURSUANT TO 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, hereto entered into by the Town of Surfside, Florida and the City of Aventura, 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, backup 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 or 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.
18. Concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction.
19. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
20. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report.
21. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses related to the prosecution of the civil case. The jurisdiction of civil forfeiture actions shall be determined and filed by the seizing agency.
22. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of the Mutual Aid Agreement.

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

DATE: 4/7/17 \_\_\_\_\_

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

\_\_\_\_\_  
Steven Steinberg  
Chief of Police  
City of Aventura Police Department  
Aventura, Florida



ATTEST:

ATTEST:

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

\_\_\_\_\_  
Ellisa Horvath  
City Clerk  
City of Aventura, FL