

**RESOLUTION NO. 2021- 2784**

**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 NORTH MIAMI BEACH; 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 City of North Miami Beach 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 or subsequent agreements with the City of North Miami Beach.

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

PASSED AND ADOPTED this 11<sup>th</sup> day of May, 2021.

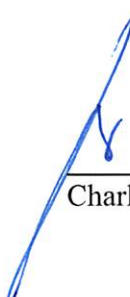
Motion By: Vice Mayor Paul  
Second By: Commissioner Kesl

**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>

**ATTEST:**

  
\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

  
\_\_\_\_\_  
Charles W. Burkett, Mayor

**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



**CITY OF NORTH MIAMI BEACH**  
**POLICE DEPARTMENT**  
A STATE ACCREDITED LAW ENFORCEMENT AGENCY



Richard Rand  
Chief of Police

"Excelsior Status"

April 14, 2021

Chief Julio Yero  
Surfside Police Department  
9293 Harding Avenue  
Surfside, Florida 33154

Re: Mutual Aid Agreements

Dear Chief Yero:

Enclosed please find three (3) signed originals of the Mutual Aid Agreements between the City of North Miami Beach and the Town of Surfside. Once the agreements have been signed, **please return two (2) of the fully executed originals** to the below address for our records. As always, we appreciate your continued support and cooperation in all matters of mutual concern.

Should you have any additional questions and/or comments, please do not hesitate to contact me at (305) 948-2995.

Sincerely,

  
Richard Rand  
Chief of Police

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI BEACH, FLORIDA  
AND THE TOWN OF SURFSIDE, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (Effective Date), by and between the City of North Miami Beach, Florida, a municipal corporation having its principal office at 17011 NE 19<sup>th</sup> Avenue, 4<sup>th</sup> Floor, North Miami Beach, Florida 33162, and the Town of Surfside, Florida having its principal office at 9293 Harding Avenue, Surfside, Florida 33154.

**RECITALS**

WHEREAS, it is the responsibility of the governments of the City of North Miami Beach, Florida, and the Town of Surfside, Florida, to ensure the public safety of their respective 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 City of North Miami Beach Police Department or the Town of Surfside Police Department; and

WHEREAS, both parties desire 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 North Miami Beach, Florida and the Town of Surfside, Florida; 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 North Miami Beach and the Town of Surfside have the authority under the Florida Mutual Aid Act, Sections 23.12 - 23.127 of Florida Statutes, to enter into this Cooperation Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine or emergency law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of North Miami Beach, Florida and the Town of Surfside, 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**

Each of the aforesaid law enforcement agencies hereby voluntarily approve and enter into this Cooperation Agreement, whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any circumstances requiring law enforcement intervention such as, but not limited to, those circumstances enumerated within Section II of this Cooperation Agreement, as set forth pursuant to and under the authority of Chapter 23 of the Florida Statutes.

### **SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE**

The parties to this Cooperation Agreement may request and render law enforcement assistance to each other for circumstances including, but not limited to, 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.

### **SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE**

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police, or his/her designee, shall notify the Chief of Police, or his/her designee, from whom such assistance is requested. The Chief of Police, 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.

Mutual aid requested or rendered requires approval by the Chief of Police, or designee, of each agency subject to this agreement. 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. 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.

Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency subject to this agreement.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

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 officer, **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 reasonably 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 IV. 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, when assistance is being rendered hereunder.

#### **SECTION V. 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 VI. 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 Cooperation Agreement, the Chief of Police, 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 employees accused without regard as 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 requesting 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 VII. LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

## **SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES**

- (a) Employees of the City of North Miami Beach and the Town of Surfside, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- (b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- (c) The party that furnishes equipment pursuant to this Cooperation Agreement will be responsible for the cost of loss or damage to that equipment, and any expense incurred in the operation and maintenance of that equipment.
- (d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its 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.
- (e) To the extent provided by applicable law, ordinance, or rule, 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 that apply to the activity of an employee of an agency when



performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

- (f) Nothing herein shall prevent the requesting agency from seeking 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.
- (g) Should the City of North Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Surfside shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the Town of Surfside receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of North Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

#### **SECTION IX. FORFEITURE**

- (a) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act, for any matters which arise from a mutual aid event covered by this Cooperation Agreement.
- (b) However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency.
- (c) The municipality/agency pursuing the forfeiture action shall bear the exclusive right and responsibility to control, maintain and store the property. The costs for control, maintenance and storage of the property shall be subtracted from the proceeds prior to distribution.
- (d) The property seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and

participation performed by each municipality/agency.

- (e) Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.
- (f) This Cooperation Agreement creates no rights or benefits in favor of third parties and there are no intended third party beneficiaries with regard to the provisions herein.

**SECTION X. INSURANCE**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16) (a) of the Florida Statutes (2021), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled 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 XI. EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until March 9, 2031. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION XII. CANCELLATION**

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

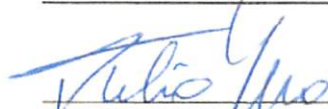
AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORTH MIAMI BEACH

  
RICHARD RAND  
ACTING CHIEF OF POLICE

Date: 4/14/21

TOWN OF SURFSIDE

  
JULIO YERO  
CHIEF OF POLICE

Date: 4/19/2021

  
\_\_\_\_\_  
HORACE A. McHUGH  
INTERIM CITY MANAGER

Date: 4/9/21

  
\_\_\_\_\_  
ANTHONY DEFILLIPO  
MAYOR

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


\_\_\_\_\_  
ANDREW HYATT  
TOWN MANAGER

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

\_\_\_\_\_  
CHARLES W. BURKETT  
MAYOR

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

**ATTEST:**

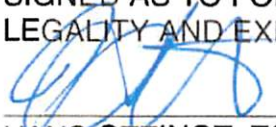
  
\_\_\_\_\_  
ANDRISE BERNARD, CMC  
CITY CLERK

Date: 4/14/2021

\_\_\_\_\_  
SANDRA N. McCREADY, BPA, MMC  
TOWN CLERK

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

SIGNED AS TO FORM, LANGUAGE,  
LEGALITY AND EXECUTION THEREOF

  
\_\_\_\_\_  
HANS OTTINOT, ESQ.  
INTERIM CITY ATTORNEY

SIGNED AS TO FORM, LANGUAGE  
LEGALITY AND EXECUTION THEREOF

\_\_\_\_\_  
LILY ARANGO, ESQ.  
WEISS SEROTA HELFMAN, ET AL  
TOWN ATTORNEY