

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1975.09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a Mutual Aid Agreement (the "Agreement") with the School Board of Miami-Dade County, Florida, substantially in the form attached to this Resolution as Exhibit "A" and described and outlined in the attached Agenda Item Report; and

**WHEREAS**, the Town Council believes that it is in the best interest to enter into the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," and the Mayor is authorized to execute the Agreement on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this resolution shall become effective immediately upon approval of the Town Council.

Sponsored by **Town Administration**

The Motion to adopt the foregoing Resolution was offered by Councilmember


Luskin, seconded by Vice Mayor Rojas and on roll call the following vote ensued:

|                             |            |
|-----------------------------|------------|
| Mayor Glenn Singer          | <u>Aye</u> |
| Vice Mayor Amy Rojas        | <u>Aye</u> |
| Councilmember Ken Bernstein | <u>Aye</u> |
| Councilmember Ben Einstein  | <u>Aye</u> |
| Councilmember Judy Luskin   | <u>Aye</u> |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 13<sup>th</sup> day of January, 2009.

ATTEST:

  
\_\_\_\_\_  
MAYOR GLENN SINGER

  
ELIZABETH SEWELL  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

MUTUAL AID AGREEMENT

Between The School Board of Miami-Dade County

and the Town of Golden Beach

Whereas, it is the responsibility of the governments of The School Board of Miami-Dade County, Florida, and the Town of Golden Beach 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-Dade Schools Police Department or the Town of Golden Beach 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 School Board of Miami-Dade County and the Town of Golden Beach ; and

Whereas, The School Board of Miami-Dade County and the Town of Golden Beach 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 School Board of Miami-Dade County, a political 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 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 Miami-Dade Schools Police Department or The Town of Golden Beach Police Department.

c. Agency head: Either the Chief of the Miami-Dade Schools Police Department, or the Chief's designees; and the Chief of Police of The Town of Golden Beach Police Department, or the Chief's designees.

d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that 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 or her available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary personnel, 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 personnel, 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. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating 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. The political subdivision having financial responsibility for the law enforcement agency receiving aid pursuant to this Agreement shall compensate all of its employees pursuant to the Agreement during the time of the receiving of 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.

e. All exemptions from ordinance 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 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.

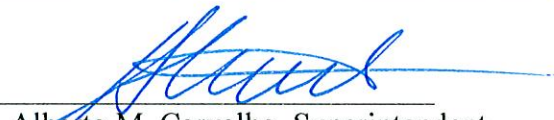
6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, and the political subdivision having financial responsibility for the law enforcement agency receiving aid pursuant to this Agreement, each agree to hold harmless, defend, and indemnify each other in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of each agency while providing or receiving aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes.

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. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

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 1, 2015. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.
10. Cancellation: This Agreement may be cancelled 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 TO AND ACKNOWLEDGED this 13 day of JANUARY, 2008 9


  
Mr. Alberto M. Carvalho, Superintendent  
Miami-Dade County Public Schools

\_\_\_\_\_, Town Manager  
Town of Golden Beach, Florida

WITNESS:

ATTEST:


  
Clerk  
Miami-Dade County Public Schools

  
Clerk  
Town of Golden Beach, Florida

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
Attorney  
Miami-Dade County Public Schools

  
Attorney  
Town of Golden Beach, Florida



JOINT DECLARATION BETWEEN THE CHIEF OF THE MIAMI-DADE SCHOOLS  
POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF GOLDEN BEACH  
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 heretofore entered into by the Town of Golden Beach, Florida and The School Board of Miami-Dade County, 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, 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 the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies 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.

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James Skinner, Chief  
Golden Beach Police Department

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Date

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Charles J. Hurley, Chief of Police  
Miami-Dade Schools Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Elizabeth Sewell*  
Clerk

\_\_\_\_\_  
*1-13-09*  
Date

\_\_\_\_\_  
*10/14/07*  
Date