

**GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1691.05**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE MAYOR AND POLICE CHIEF TO SIGN A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND INDIAN CREEK VILLAGE, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the continuing possibility exists that public safety concerns could cause the Chief of Police of the Town of Golden Beach or Chief of Police for Indian Creek Village, Florida to seek additional resources for law enforcement purposes on a short term basis; and,

**WHEREAS**, the Town of Golden Beach would benefit from an Agreement providing additional resources should the circumstances require additional law enforcement support;

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

**Section 1.** That the Mayor and Police Chief are hereby authorized to sign the Mutual Aid Agreement and Joint Declaration form by and between the Town of Golden Beach and Indian Creek, Florida, which is attached as Exhibit "A" and incorporated herein as if set forth in full.

**Section 2. Severability.** That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

**Section 3. Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

**Sponsored by Administration.**

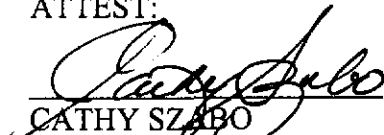
The Motion to adopt the foregoing resolution was offered by Mayor Singer, seconded by Councilman Iglesias and on roll call the following vote ensued:

Mayor Singer	<u>AYE</u>
Vice Mayor Lusskin	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Iglesias	<u>AYE</u>
Councilmember Parus	<u>AYE</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach this 15<sup>th</sup> day of March, 2005.

  
MAYOR GLENN SINGER

ATTEST:

  
CATHY SZABO  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
PAUL D. EICHNER  
TOWN ATTORNEY

March Agenda



# PUBLIC SAFETY DEPARTMENT INDIAN CREEK VILLAGE, FLORIDA

"Protecting & Serving America's Most Exclusive Municipality"



CLARKE P. MAHER, Chief

December 8, 2004

Chief James Skinner  
Town of Golden Beach, Police Department  
One ~~Ocean~~<sup>GOLDEN</sup> Beach Drive  
Golden Beach, FL 33160

Dear Chief Skinner: *Jim*

As you are aware the Mutual Aid Agreement and the Joint Declaration between our respective municipalities will expire soon. I have taken the liberty to prepare a new agreement and have enclosed the Mutual Aid Agreement and the Joint Declaration between our jurisdictions.

Upon completing whatever steps are necessary for your City to execute the enclosed documents, please return the copies to me and I will forward a completed (signed) copy to you for your agencies records. We will be happy to forward a copy of the agreement to the Mutual Aid Program Director at FDLE.

We look forward to continuing to work with your agency to ensure the public's safety in both communities.

Sincerely,

*Clarke P. Maher*  
Clarke P. Maher  
Chief of Public Safety

CM/jjt

Enclosures

## MUTUAL AID AGREEMENT

### Between the Village of Indian Creek Public Safety Department and the Town of Golden Beach Police Department

WHEREAS, it is the responsibility of the governments of the **Village of Indian Creek**, Florida and the **Town of Golden Beach**, 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 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 **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 **Village of Indian Creek**, subdivision of the State of Florida, and the **Town of Golden Beach**, 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 the Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation 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 of 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 declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **Village of Indian Creek Public Safety Department** or the **Town of Golden Beach Police Department**.
  - C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety 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. **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 has 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 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 normally 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 for 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 exemption 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 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, 2010**, 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 <sup>7th</sup> 16 day of March 2005.

C. Samuel Kissinger, Village Manager  
Village of Indian Creek, Florida

Bonilyn W. Wilbanks-Free  
Bonilyn Wilbanks-Free, Town Manager  
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Melissa Garciga, Village Clerk  
Village of Indian Creek, Florida

Cathy Szabo  
Cathy Szabo, Town Clerk  
Town of Golden Beach, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Village Attorney, Village of Indian  
Creek, Florida

Town Attorney, Town of Golden  
Beach, Florida

**JOINT DECLARATION OF THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE  
DEPARTMENT AND THE CHIEF OF THE VILLAGE OF INDIAN CREEK PUBLIC  
SAFETY 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 pre-planned 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 Golden Beach**, Florida and the **Village of Indian Creek**, 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 and traffic control measures, including, but not limiting 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 disturbance 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, coordinated off-duty work, and missing persons calls.
9. 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.

10. Enemy attack
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the jurisdictional waters within respective municipal boundaries.

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

Date: March 16, 2015

\_\_\_\_\_  
Chief of the Village of Indian Creek  
Public Safety Department Public Safety  
Village of Indian Creek, Florida  
Clarke P. Maher

Chief James N. Skinner  
Chief of the Town of Golden Beach  
Police Department  
Town of Golden Beach, Florida  
James Skinner

ATTEST:

ATTEST:

\_\_\_\_\_  
Melissa Garciga, Village Clerk  
Village of Indian Creek, Florida

Cathy Szabo  
Cathy Szabo, Town Clerk  
Town of Golden Beach, Florida

**JOINT DELCARATION AMENDMENT UNDER VILLAGE OF INDIAN CREEK PUBLIC  
SAFETY DEPARTMENT/TOWN OF GOLDEN BEACH POLICE DEPARTMENT  
MUTUAL AID AGREEMENT**

This agreement amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, 200\_\_, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **Village of Indian Creek** and the **Town of Golden Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. 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.
2. 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 the incident occurred regardless of which agency completed the original offence incident report.
3. 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 relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. 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 Mutual Aid Agreement.

This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **Town of Golden Beach Police Department** and the **Village of Indian Creek Public Safety Department**.

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

\_\_\_\_\_  
C. Samuel Kissinger, Village Manager  
Village of Indian Creek, Florida

\_\_\_\_\_  
Clarke P. Maher, Chief of Public Safety  
Village of Indian Creek Public Safety  
Department

Date: 3/16/05

Bonilyn W. Wilbanks-Free  
Bonilyn Wilbanks-Free, Town Manager  
Town of Golden Beach, Florida

Chief James D. Skinner  
James Skinner, Chief of Police  
Town of Golden Beach Police  
Department