

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2856.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SWEETWATER AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR 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 City of Sweetwater, Florida, attached to this Resolution as Exhibit "A" between the Town of Golden Beach and the City of Sweetwater, described and outlined in the attached Agenda Item Report; and

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

NOW THEREFORE, BE IT RESOLVED BY THE 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," subject to approval by the Town Attorney as to form and legal sufficiency.

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 Lusskin, seconded by Vice Mayor Mendal and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 28th day of February, 2023.

ATTEST:



LISSETTE PEREZ
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager *Alex B*

Subject: **Resolution No. 2856.23 - Approving a Mutual Aid Agreement
with the City of Sweetwater**

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2856.23 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the City of Sweetwater Police Department.

Fiscal Impact:

None.

**BETWEEN THE CITY OF SWEETWATER AND
THE TOWN OF GOLDEN BEACH**

Whereas, it is the responsibility of the governments of the City of Sweetwater, 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 City of Sweetwater Police Department or the Town of Golden Beach Police Department; and

Whereas, in order to ensure that the resources of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sweetwater and the Town of Golden Beach; and

Whereas, City of Sweetwater and the Town of Golden Beach have the authority under Chapter 23, *Florida Statutes*, the "Florida Mutual Aid Act," to enter into this Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Sweetwater and the Town of Golden Beach, municipal corporations of the State of Florida, by and through their 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:** This Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations; thus, this 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 police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities. A copy of the Joint Declaration is attached hereto as Exhibit "A."
- b. **Law Enforcement Agencies:** The Police Department of the City of Sweetwater and/or the Police Department of the Town of Golden Beach.
- c. **Agency Head:** Either the Chief of the City of Sweetwater Police Department or the Chief's designees; and the Chief 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 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/her available resources, and will respond in a manner

deemed appropriate. The Agency Head's decision in this regard shall be final.

- 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 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 Law Enforcement Agencies, including Certified Law Enforcement Employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed 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 municipality in which they are normally employed. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

- b. Each party agrees to furnish equipment, resources and facilities, and to render services to the other party to this Agreement as provided for herein; provided, however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.
- c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to 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.
- d. The municipality 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 the rendering of such aid and shall defray 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, and also include all benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement 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 Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.
- d. All of the privileges and immunities from liability, 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 extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

- f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

6. **Indemnification:** The municipality 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 municipality in any suit, actions, 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. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.


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, 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, less the costs associated with the forfeiture action. Any participating 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. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

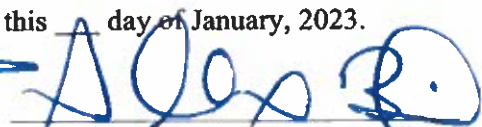
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions and provisions in Chapter 23, *Florida Statutes*.


9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, April 30, 2028. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

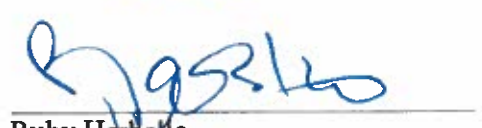
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.


AGREED TO AND ACKNOWLEDGED this 1 day of January, 2023.



Orlando Lopez, Mayor
City of Sweetwater, Florida
Date: 04/24/23

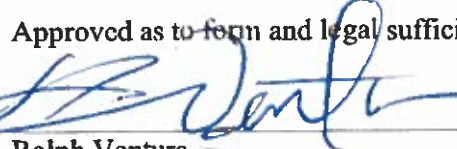

Alexander Diaz, Town Manager
Town of Golden Beach, Florida
Date: 2/28/23


Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: 04/24/23


Ruby Herbelo
Chief of Police
Town of Golden Beach, Florida
Date: 2/28/23

Attest:

Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: 04/24/23

Attest:

Lissette Perez
Town Clerk
Town of Golden Beach, Florida
Date: 2/28/23

Approved as to form and legal sufficiency:

Ralph Ventura
City Attorney
Date: 04/24/23

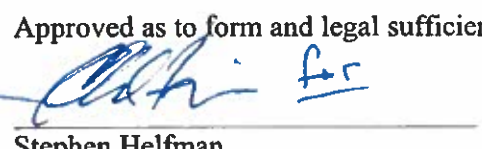
Approved as to form and legal sufficiency:

Stephen Helfman
Town Attorney
Date: 4/10/23

EXHIBIT "A"

JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF SWEETWATER POLICE DEPARTMENT AND THE CHIEF OF POLICE 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 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 heretofore entered into by the City of Sweetwater and the Town of Golden Beach, 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 by subsequent declarations.

- 1) Joint multi-jurisdiction criminal investigations.
- 2) Civil affray or disobedience, disturbance, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3) Any natural disaster.
- 4) Incidents that require rescue operations and crowd 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 crimes 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, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
- 15) Joint training in areas of mutual need.
- 16) Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are 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 respective jurisdictional municipal boundaries.

The following procedures will apply in mutual aid operations:

- 1) Mutual aid requested or rendered will be approved by the Chief of Police designee. 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.
- 2) 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.
- 3) Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

[SIGNATURES ON FOLLOWING PAGE]



Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: 04/24/23



Alexander Diaz
Town Manager
Town of Golden Beach, Florida
Date: 2/28/23

Attest:



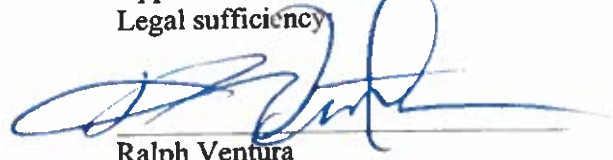
Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: 04/24/23

Attest:



Lisette Perez
Town Clerk
Town of Golden Beach, Florida
Date: 2/28/23

Approved as to form and
Legal sufficiency



Ralph Ventura
City Attorney
Date: 04/24/23

Approved as to form and
legal sufficiency:



Stephen Helfman
Town Attorney
Date: 4/10/23



TOWN OF GOLDEN BEACH

One Golden Beach Drive, Golden Beach, FL 33160
Office (305) 932-0744 • Fax (305) 933-3825
www.goldenbeach.us

Glenn Singer
Mayor

Kenneth Bernstein, Esq.
Vice Mayor

Judy Lusskin
Councilmember

Jaime Mendal
Councilmember

Bernard Einstein, Esq.
Councilmember

Alexander Diaz
Town Manager

Stephen Helfman, Esq.
Town Attorney

Lissette Perez
Town Clerk

April 13, 2023

Ms. Carmen Garcia, City Clerk
City of Sweetwater
500 SW 109 Ave.
Sweetwater, FL 33174

Dear Ms. Garcia,

Enclosed are three (3) partially executed copies of the Mutual Aid Agreement between the Town of Golden Beach and City of Sweetwater. Please sign and send two (2) fully executed copies back for my files.

Sincerely,

Lissette Perez
Town Clerk

Enclosure: Mutual Aid Agreements (3 copies)