

**RESOLUTION NO. 2024- 3347**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN 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 its citizens by providing adequate levels of police services to address any unforeseeable routine or emergency situations; and

**WHEREAS**, there may be natural or manmade disasters, emergencies, and other major law enforcement problems that may cross jurisdictional boundaries; and

**WHEREAS**, the Florida Mutual Aid Act, Part I, Chapter 23, 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 Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the Town and the Town of Golden Beach, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), which will provide the citizens of the Town with assurances of adequate levels of law enforcement services; and

**WHEREAS**, the Town Commission finds that 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 Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** That the Town Commission hereby approves the Agreement in substantially the same form attached hereto as Exhibit "A."

**Section 3. Authorization and Implementation.** The Town Manager and Chief of Police are authorized, *nunc pro tunc* to May 15, 2024, to execute the Agreement, attached hereto as Exhibit "A," subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency. 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 Town of Golden Beach.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption *nunc pro tunc* to May 15, 2024.


PASSED AND ADOPTED this 10th day of December, 2024.


Motion By: Commissioner Vildostegui  
Second By: Commissioner Velasquez

**FINAL VOTE ON ADOPTION:**


|                                  |            |
|----------------------------------|------------|
| Commissioner Ruben A. Coto       | <u>Yes</u> |
| Commissioner Nelly Velasquez     | <u>Yes</u> |
| Commissioner Gerardo Vildostegui | <u>Yes</u> |
| Vice Mayor Tina Paul             | <u>Yes</u> |
| Mayor Charles W. Burkett         | <u>Yes</u> |

**ATTEST:**

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

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

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Mark Blumstein  
Town Attorney





## GOLDEN BEACH POLICE DEPARTMENT

100 Ocean Boulevard, Golden Beach, FL 33160  
(305) 936-2444 • Fax: (305) 932-2045



Rudy Herbello  
Chief of Police

May 9, 2024

Town of Surfside Police Department  
Chief Enrique Doce  
9293 Harding Avenue  
Surfside, FL 33154

Dear Chief Doce,

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

Golden Beach Police Department  
100 Ocean Boulevard, 2<sup>nd</sup> Floor  
Golden Beach, FL 33160

Sincerely,

A handwritten signature in blue ink that reads "R. Herbello".

Rudy Herbello  
Chief of Police

Enclosure: Mutual Aid Agreements (3 copies)

**MUTUAL AID AGREEMENT**  
**Between the Town of Surfside**  
**and the Town of Golden Beach**

**WHEREAS, it is the responsibility of the governments of the Town of Surfside, 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 are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal 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 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 Town of Golden Beach, 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 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 declarations with the clerks of the respective political subdivisions.

b) **Agency or participating law enforcement agency:** Either the Surfside Police Department or the Town of Golden Beach Police Department.

c) **Agency head:** Either the Chief of the Surfside 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) **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 his 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 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 municipal 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 this 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) All exemption 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 extraterritorially under the provisions of the 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 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 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.

**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.



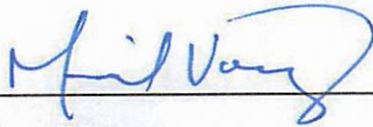
**9. Effective Date and Duration:**

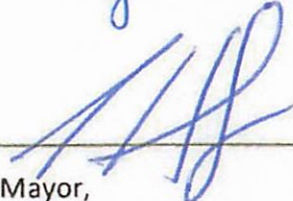
This Agreement shall be in effect from date of signing, through and including January 1, 2029. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

**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.

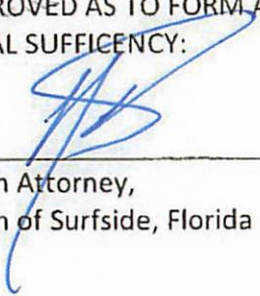
AGREED TO AND ACKNOWLEDGED this 15<sup>th</sup> day of May 2024

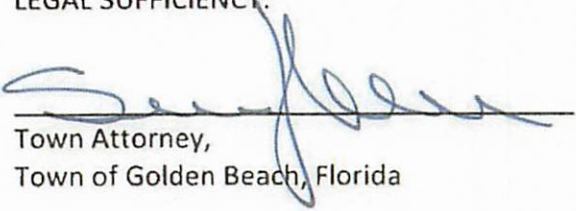
  
\_\_\_\_\_  
Town Manager,  
Town of Surfside, Florida

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

ATTEST:   
\_\_\_\_\_  
Town Clerk,  
Town of Surfside, Florida

ATTEST:   
\_\_\_\_\_  
Town Clerk,  
Town of Golden Beach, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
Town Attorney,  
Town of Surfside, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
Town Attorney,  
Town of Golden Beach, Florida

**JOINT DECLARATION OF THE CHIEF OF THE  
TOWN OF SURFSIDE 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 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.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Town of Surfside, Florida and the Town of Golden Beach, 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, 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's 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 back-up 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.

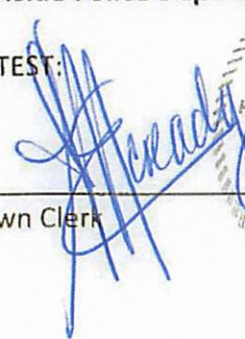
- 10. Enemy attack.
- 11. Transportation of evidence requiring security.
- 12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 13. Security and escort duties for dignitaries.
- 14. Emergency situations in which one agency cannot perform its functional objective.
- 15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
- 16. Joint training in areas of mutual need.

DATE: May 15, 2024




Enrique H. Doe Policed Chief  
Surfside Police Department

ATTEST:

  
Town Clerk




DATE: 3/5/2024



Rudy Herbello, Police Chief  
Golden Beach Police Department

ATTEST:

  
Town Clerk