

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2973.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH 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 Sunny Isles Beach, Florida, attached to this Resolution as Exhibit "A" between the Town of Golden Beach and the City of Sunny Isles Beach, 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 Einstein and on roll call the following vote ensued:

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


**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 30th day of September 2024.



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MAYOR GLENN SINGER

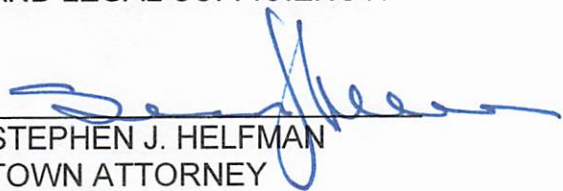
ATTEST:



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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



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STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** September 30, 2024

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

8

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2973.24 - Approving a Mutual Aid Agreement  
with the Sunny Isles Beach Police Department

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2973.24 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 **Sunny Isles Beach Police Department**.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

### Fiscal Impact:

There is no cost to the Town to participate.

**COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH  
POLICE DEPARTMENT AND THE TOWN OF GOLDEN BEACH POLICE  
DEPARTMENT**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made between the **City of Sunny Isles Beach, Florida**, a Florida municipal corporation, having its principal office at 18070 Collins Avenue, Sunny Isles Beach, Florida, and the **Town of Golden Beach, Florida**, a Florida municipal corporation, having its principal office at **100 Ocean Boulevard**, and states as follows:

**WHEREAS**, it is the responsibility of the governments of the City of Sunny Isles Beach, 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**, there exists a continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the City of Sunny Isles Beach Police Department ("SIBPD") and the Town of Golden Beach Police Department ("\_\_\_\_\_"); and

**WHEREAS**, SIBPD and GBPD must ensure the preparation of SIBPD and GBPD 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 Sunny Isles Beach, Florida and the Town of Golden Beach, Florida; and

**WHEREAS**, the City of Sunny Isles Beach, Florida and the **Town of Golden Beach**, Florida have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a Mutual Aid Agreement for law enforcement services, which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE, BE IT KNOWN**, that the City of Sunny Isles Beach, a political subdivision of the State of Florida, and the **Town of Golden Beach**, a political subdivision of the State of Florida, in consideration of 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. **Provisions for Voluntary Cooperation:** SIBPD and **GBPD** hereby approve and enter into this Agreement whereby each of these agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across

jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- C. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- D. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, 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.
- E. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer

may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to 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.

2. **Provisions for Operational Assistance:** SIBPD and GBPD hereby approve and enter into this Agreement whereby each of these agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:
  - A. Joint multi-jurisdictional criminal investigations.
  - B. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
  - C. Any natural, technological, or manmade disaster.
  - D. 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.
  - E. Terrorist activities including, but not limited to, acts of sabotage.
  - F. Escapes from or disturbances within detention facilities.
  - G. Hostage and barricaded subject situations, and aircraft piracy.
  - H. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
  - I. Enemy attack.
  - J. Transportation of evidence requiring security.
  - K. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.

- L. Security and escort duties for dignitaries.
  - M. Emergency situations in which one agency cannot perform its functional objective
  - N. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene, marine patrol enforcement or investigation, and police information.
  - O. Joint training in areas of mutual need.
  - P. 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.
  - Q. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.
  - R. DUI checkpoints.
  - S. Off-duty details/special events.
- 3. Procedure for Requesting Operational Assistance:**
- A. In the event that SIBPD or **GBPD** is in need of assistance, the Chief of Police, or designee, of the police department requiring assistance shall notify the agency from which such assistance is requested. The Chief of Police, or designee, whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate. This authority may be granted either verbally or in writing as the particular situation dictates.
  - B. SIBPD and **GBPD** agree 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 unreasonably deplete its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- C. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.
- D. Communications instructions should 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.
- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.
- F. Agency Heads of SIBPD and GBPD, 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.

**4. Command and Supervisory Responsibility:**

- A. Command: The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. 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.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this 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 standing 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.
- C. 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 Agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:



- i. The identity of the complainant;
- ii. An address where the complaining party can be contacted;
- iii. The specific allegation; and
- iv. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint 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 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.

**5. Powers, Privileges, Immunities, and Costs:**

- A. All certified law enforcement employees, as defined in Chapter 943, Florida Statutes, of SIBPD and GBPD, 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 regularly 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 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 privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, works 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 with the territorial limits of the


employing agency 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 Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, reserve, and auxiliary employees.

- E. Nothing herein shall prevent the requesting agency from requesting 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.
6. **Liability:** Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Mutual Aid Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.
7. **Insurance:** Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, 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 the notice or actual knowledge of such change.
8. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under Sections 932.701 - 932.707, Florida Statutes, known as 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 pursuant to the provisions of the Florida Contraband Forfeiture Act, less the cost and attorney's fees associated with the forfeiture action. The requesting agency shall be responsible for the prosecution of and resolution of any forfeiture action, unless otherwise agreed to by the parties. The agency prosecuting the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action. 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.
9. **Conflicts:** Any conflict 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.

10. **Effective Date and Duration:** This Agreement shall be in effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2028. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.

**AGREED AND ACKNOWLEDGED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

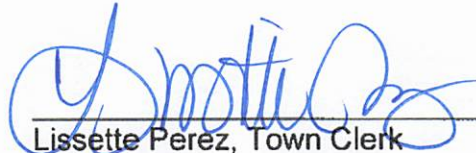
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Larisa Svechin, Mayor  
City of Sunny Isles Beach, Florida

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

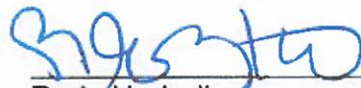
ATTEST:

\_\_\_\_\_  
Mauricio Betancur, City Clerk  
City of Sunny Isles Beach, Florida

ATTEST:

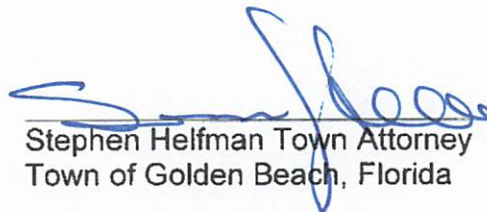
  
\_\_\_\_\_  
Lissette Perez, Town Clerk  
Town of Golden Beach, Florida

\_\_\_\_\_  
Edward Santiago  
Chief of Police  
Sunny Isles Beach Police Department

  
\_\_\_\_\_  
Rudy Herbello  
Chief of Police  
Golden Beach Police Department

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Alain E. Boileau, City Attorney  
City of Sunny Isles Beach, Florida

  
\_\_\_\_\_  
Stephen Helfman Town Attorney  
Town of Golden Beach, Florida