

RESOLUTION NO. 2019 25912

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND PARTICIPATING LAW ENFORCEMENT AGENCIES, FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is the responsibility of the Town Manager and Town Commission to ensure the public safety of the residents and businesses of the Town of Surfside (the “Town”) by providing adequate levels of public services, including police protection and services; and

**WHEREAS**, there may be natural or manmade disasters, major spontaneous incidents, special events or other law enforcement emergency situations that may cross jurisdictional boundaries and require coordinated efforts between law enforcement agencies; and

**WHEREAS**, various participating law enforcement agencies, each having their own field force units, desire to join together in a multi-jurisdictional unit known as the “Miami-Dade County Island Chiefs Regional Mobile Field Force Unit” intended to provide for operational assistance across jurisdictional boundaries within Miami-Dade County; and

**WHEREAS**, the Town Commission wishes to approve the Miami-Dade County Island Chiefs Regional Mobile Field Force Multi-Agency Operational Assistance Mutual Aid Agreement between the Town and participating law enforcement agencies, for police voluntary cooperation and operational assistance (the “Agreement”), substantially in the form attached hereto as Exhibit “A”; and

**WHEREAS**, Chapter 23, Florida Statutes, the Florida Mutual Aid Act, authorizes municipalities to enter into mutual aid agreements for the rendering of law enforcement assistance.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The recitals are true and correct and incorporated in the Resolution.

**Section 1. Section 2. Approval of Agreement.** The Agreement in substantially the form attached hereto as Exhibit "A" is hereby approved, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

**Section 3. Authorization and Implementation.** The execution by the Town Manager and Chief of Police of the Agreement, as attached hereto as Exhibit "A", is hereby approved. 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.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.


PASSED AND ADOPTED this 11<sup>th</sup> day of June, 2019.

Motion By: Commissioner Karukin

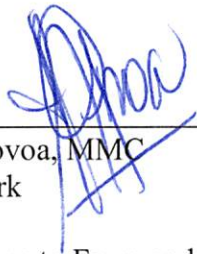
Second By: Commissioner Paul

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:



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Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:



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Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**MIAMI-DADE COUNTY ISLAND CHIEFS  
REGIONAL MOBILE FIELD FORCE  
MULTI-AGENCY OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

**WHEREAS**, the below-subscribed Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for the protection of our communities and the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing units, pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., of the Florida Statutes; and

**WHEREAS**, the below-subscribed Law Enforcement Agencies each have their own field force units and have joined together in a multi-jurisdictional unit known as the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit intended to provide for operational assistance across jurisdictional lines within Miami-Dade County, Florida; and

**WHEREAS**, the below-subscribed Law Enforcement Agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into an operational assistance agreement for law enforcement cooperation and assistance that crosses jurisdictional lines within Miami-Dade County, Florida;

**NOW THEREFORE**, the parties agree as follows:

Each of the undersigned Law Enforcement Agencies approve, authorize and enter into this Miami-Dade County Island Chiefs Regional Mobile Field Force Multi-Agency Operational Assistance Mutual Aid Agreement ("Agreement") to implement within the jurisdictional and other limits as noted herein the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit ("Unit") for the purposes and goals indicated.

The following Law Enforcement Agencies are parties (collectively, the "Parties" or "Agencies" or individually a "Party" or "Agency") to this Agreement:

- The City of Aventura Police Department
- The Village of Bal Harbour Police Department
- The Town of Bay Harbor Islands Police Department
- The City of Coral Gables Police Department
- The Town of Golden Beach Police Department
- The City of Miami Beach Police Department
- The Town of North Bay Village Police Department
- The City of North Miami Police Department
- The City of North Miami Beach Police Department
- The Village of Key Biscayne Police Department
- The City of Sunny Isles Beach Police Department
- The Town of Surfside Police Department

Additional parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the other Parties and the Florida Department of Law Enforcement.

#### **UNIT PURPOSE AND ASSISTANCE TO BE RENDERED:**

The purpose of this Agreement is declared to be the coordination of the Agencies' Law enforcement officers to the Unit. Each Agency shall undertake a strategic assessment of their operational capabilities to respond to major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance. It is the intent of the Parties to agree upon common training and support functions. In order to provide for operational assistance, each of the Agencies hereby approves and enters into this Agreement whereby each of the Agencies may request and render law enforcement assistance, and providing their field force unit law enforcement officers to the other Agencies during major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance that is reasonably necessary to ensure the safety of persons or property within Miami-Dade County, Florida.

The Parties to this Agreement are contributing law enforcement officers and resources in support of the Unit's efforts, with the operations of the Unit being coordinated by each Agency, the field force team Commander, and representatives of participating Unit Agencies.

#### **PROCEDURE FOR REQUESTING AND AUTHORIZING OPERATIONAL ASSISTANCE**

Execution of this Agreement and continued participation by one or more Agencies shall constitute a general reciprocal, continuing request for, and granting of, operational assistance between the Agencies of the Unit, which shall be considered authorized in accordance with the provisions of this Agreement and Florida Statutes.

- 1) A request for operational assistance shall be made by the incident commander of the requesting Agency, or his/her designee.
- 2) A responding Agency will provide operational assistance, only to the extent that such law enforcement officers and equipment are not required for the adequate protection of the responding Agency's jurisdiction. The Chief of Police of the responding Agency, or his/her designee, shall have the sole authority to determine the amount of law enforcement officers and equipment, if any, available for such operational assistance.
- 3) Whenever the of one Agency law enforcement officers are rendering aid to another Agency pursuant to the authority contained in this Agreement, such law enforcement officers shall have the same powers, duties, rights and immunities as if taking action within their employing police department's jurisdiction.
- 4) Law enforcement officers responding to an operational assistance request shall operate under the direction and authority of the commanding officer of the requesting Agency.
- 5) All wage and disability payments, pensions, workers' compensation claims and medical expenses of responding Agency's law enforcement officers shall be paid by his or her employing Agency, unless the requesting Agency is reimbursed by other Agencies, authorities, persons, or political entities

specifically for the same. However, when the Agency directing the operational assistance is negligent in the command of the situation or the law enforcement officers, the directing Agency will be responsible for costs arising out of any injury to other Agency's law enforcement officers.

6) Each Agency shall be responsible for bearing any costs associated with the loss or damage of its equipment or property used during a Unit operation. However, when the Agency directing the operational assistance is negligent in the command of the situation, the law enforcement officers, or the equipment or property, the directing Agency will be responsible for the costs of loss or damage to responding Agency's equipment or property.

7) Each Agency shall bear all costs associated with any negligent act taken by law enforcement officers of their Agency, unless such act was ordered by the officer directing the operational assistance request. In that case, any civil liability that might arise will be the responsibility of the requesting Agency whose officer was directing the operational assistance situation.

#### JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of Unit activity shall be in Miami-Dade County, only within the jurisdictional boundaries of the Agencies. Law enforcement officers providing services to the Unit shall enjoy full jurisdictional authority anywhere within the jurisdictional bounds of the Agencies, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement only when engaged in Unit operations. Law enforcement officers operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers, unless specifically engaged in approved Unit activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement as provided by the "Florida Mutual Aid Act" and applicable Florida State Statutes. Pursuant to Section 23.127(1), of the Florida State Statutes, designated law enforcement officers of the Agencies participating in the Unit shall, when engaging in authorized mutual cooperation and operational assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as when performing duties inside the political subdivision in which the law enforcement officers is normally employed.

The resources assigned by the responding Agency shall be under the immediate command of a supervising law enforcement officer designated by the responding Agency. Such supervising officer shall be under the command of the commanding officer of the requesting Agency. Wherever a law enforcement officer renders assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders and standard operating procedures of his/her own Agency. 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 standard operating procedure of the responding Agency shall control and shall supersede the direct order of the superior officer of the requesting Agency. The conflict should be relayed immediately to the superior officer.

#### A. Advisory Board

An advisory board ("Advisory Board") shall be created for the Unit. Upon execution of this Agreement, the Advisory Board will consist of the Chief of Police or his/her designee of each Agency. Each Agency will only have one vote on the Advisory Board. Representation of at least two thirds (2/3) of the

Agencies must be present to have a quorum. The Advisory Board, each year, shall elect an Advisory Board chair person. The chair person will be tasked with creating the meeting agenda and presenting the needs and potential changes for the Unit. The Advisory Board shall oversee the coordination of training of the Unit as well as developing agreed upon standards for the Unit. The Advisory Board shall meet a minimum of two (2) times each year with notice of meetings delivered at least ten (10) days in advance to each Advisory Board member.

**B. Personnel**

Each Agency shall retain full responsibility for compensation, including, but not limited to: liability insurance, retirement benefits, workers' compensation, and discipline of their own law enforcement officers assigned to the Unit.

**LIABILITY AND COST-RELATED ISSUES:**

Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each Agency agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Agency to this Agreement in order to affect the purposes of the Unit and agrees to bear the cost of loss or damage to such equipment, vehicles, or property, except as set forth above and below. The Agencies understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, except under circumstances in which damage or property loss is a result of negligence by the Agency directing the operational assistance and in command of the situation as set forth above and below.

Each Agency furnishing aid pursuant to this Agreement shall compensate its law enforcement officers during the time such aid is rendered and shall defray the actual expenses of its law enforcement officers while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such law enforcement officers are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an law enforcement officers of an Agency when performing the law enforcement officer's duties within the territorial limits of the law enforcement officer's Agency shall apply to the law enforcement officers to the same degree, manner, and extent while such law enforcement officers act under this Agreement.

Each Agency agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Agency to adequately insure such Agency's liability assumed herein. In no event shall such coverage be less than the statutory waiver of sovereign immunity.

**COMPLAINTS AGAINST UNIT MEMBERS:**

Whenever a complaint has been lodged as a result of the Unit's efforts, a designee of the Unit shall ascertain at a minimum:

The identity of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint and supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity of the Unit participant(s) accused and the Agency(ies) of the participant(s) accused.

The information will be promptly provided to each affected Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against.

**COPY TO EACH PARTICIPATING AGENCY:**

When this Agreement is fully executed, a copy shall be provided to each participating Agency so that each Agency shall be fully aware of the powers, limitations, and expectations applicable to the Unit and law enforcement officers.

**TERM OF AGREEMENT:**

This Agreement shall be effective as to the executing Agency upon execution by one or more participating Agencies. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be executed in counterparts for dissemination to all Parties, and such counterparts shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302.

This Agreement shall remain in full force and effect as to all participating Parties until April 1, 2024, unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other Parties, upon sixty (60) day notice.

This Agreement may be renewed by Agreement of the Participating Agencies and execution of a new Agreement. Any written cancellation or extension shall be forwarded to FDLE at the address identified above.

**MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT**



**City of Aventura**

\_\_\_\_\_  
Ronald J. Wasson  
City Manager

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

\_\_\_\_\_  
Byran Pegues, Chief  
Aventura Police Department

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

ATTEST:

\_\_\_\_\_  
Teresa M. Soroka  
City Clerk  
Aventura, Florida

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

**Village of Bal Harbour**

\_\_\_\_\_  
Jorge Gonzalez  
Village Manager

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

\_\_\_\_\_  
Raleigh Flowers, Chief  
Bal Harbour Police Department

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

ATTEST:

\_\_\_\_\_  
Dwight Danie  
Clerk  
Bal Harbour, Florida

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

**Town of Bay Harbor Islands**

\_\_\_\_\_  
Juan Jimenez  
Town Manager

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

\_\_\_\_\_  
Sean Hemingway, Chief  
Bay Harbor Islands Police Department

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

ATTEST:

\_\_\_\_\_  
Marlene Siegel  
Town Clerk  
Bay Harbor Islands, Florida

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

**City of Coral Gables**

\_\_\_\_\_  
Peter Iglesias  
City Manager

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

\_\_\_\_\_  
Edward Hudak, Chief  
Coral Gables Police Department

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

ATTEST:

\_\_\_\_\_  
Billy Urquia  
City Clerk  
Coral Gables, Florida

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

**Town of Golden Beach**

\_\_\_\_\_  
Alexander Diaz  
Town Manager

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

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

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

ATTEST:

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

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

**City of Miami Beach**

\_\_\_\_\_  
Jimmy Morales  
City Manager

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

\_\_\_\_\_  
Daniel Oates, Chief  
Miami Beach Police Department

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

ATTEST:

\_\_\_\_\_  
Rafael Granado  
City Clerk  
Miami Beach, Florida

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

**Town of North Bay Village**

\_\_\_\_\_  
Ralph Rosado  
City Manager

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

\_\_\_\_\_  
Brian Collins, Chief  
North Bay Village Police Department

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

ATTEST:

\_\_\_\_\_  
Elora Riera  
Town Clerk  
North Bay Village, Florida

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

**City of North Miami**

\_\_\_\_\_  
Larry Spring Jr.  
City Manager

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

\_\_\_\_\_  
Larry Juriga, Chief  
North Miami Police Department

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

ATTEST:

\_\_\_\_\_  
Michael Etienne  
City Clerk  
North Miami, Florida

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



**City of North Miami Beach**

\_\_\_\_\_  
Esmond Scott  
City Manager

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

\_\_\_\_\_  
William Hernandez, Chief  
North Miami Beach Police Department

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

ATTEST:

\_\_\_\_\_  
Pamela Latimore  
City Clerk  
North Miami Beach, Florida

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

**Village of Key Biscayne**

\_\_\_\_\_  
Andrea Agha  
City Manager

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

\_\_\_\_\_  
Charles Press, Chief  
Key Biscayne Police Department

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

ATTEST:

\_\_\_\_\_  
Jennifer Medina  
Village Clerk  
Key Biscayne, Florida

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

**City of Sunny Isles Beach**

\_\_\_\_\_  
Christopher Russo  
City Manager

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

\_\_\_\_\_  
Dwight Snyder, Chief  
Sunny Isles Beach Police Department

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

ATTEST:

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

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

**Town of Surfside**

\_\_\_\_\_  
Guillermo Olmedillo  
City Manager

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

\_\_\_\_\_  
Julio Yero, Chief  
Surfside Police Department

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

ATTEST:

\_\_\_\_\_  
Sandra Novoa  
Town Clerk  
Surfside, Florida

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