

**RESOLUTION NO. 2025- 3360**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT IN AND BETWEEN THE SIGNATORY LAW ENFORCEMENT AGENCIES; 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 Miami-Dade County Association of Chiefs of Police Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement in and Between the Signatory Law Enforcement Agencies, 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.** The Agreement, substantially in the form attached hereto as Exhibit “A,” is hereby approved, *nunc pro tunc* to December 20, 2024, subject to the Town Attorney’s approval as to form, content and legal sufficiency. The Town Manager is authorized to finalize and execute the interlocal agreement, in substantially the same form as attached hereto, and to authorize the Town Police Department to enforce the provisions of the County Code set forth in the Agreement.

**Section 3. Authorization and Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Agreement.

**Section 4. Effective Date.** This Resolution shall become effective immediately, *nunc pro tunc* to December 20, 2024, upon its adoption.

PASSED AND ADOPTED this 14th day of January, 2025.

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>

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

**ATTEST:**

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



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

  
\_\_\_\_\_  
Thais Hernandez, Acting Town Attorney

**MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE  
COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT IN AND BETWEEN THE SIGNATORY LAW  
ENFORCEMENT AGENCIES**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made by and between the Signatory Law Enforcement Agencies, including the municipal governments / corporations / political subdivisions located within Miami-Dade County and the Constitutional Sheriff's Office for Miami-Dade County, each having principal offices at the locations designated in their signature panels. The Signatory Law Enforcement Agencies state as follows:

**WHEREAS**, it is the responsibility of the municipal governments / corporations / political subdivisions located within the boundaries of Miami-Dade County, Florida, and of the Miami-Dade County Sheriff's Office to ensure the public safety and welfare of their citizens by providing adequate levels of public safety and police services to address any foreseeable routine / emergency situation; and

**WHEREAS**, there exists a continuing possibility of the occurrence of situations / issues, and other natural / manmade conditions that require law enforcement response which are, or are likely to be, beyond the control of the capabilities, services, personnel, equipment or facilities of one or more of the Signatory Law Enforcement Agencies; and

**WHEREAS**, the Signatory Law Enforcement Agencies must ensure their preparations and operations will be adequate to address any and all of these conditions, to protect the public peace, safety and security, and to preserve the lives and property of the people of Miami-Dade County, Florida and of the municipal governments / corporations / political subdivisions located within Miami-Dade County; and

**WHEREAS**, the Signatory Law Enforcement Agencies are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of law enforcement services specified herein and allowed pursuant to Section 166.0495, Florida Statute; and

**WHEREAS**, the Signatory Law Enforcement Agencies 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 both:

- (1) Permits voluntary cooperation and operational 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 Signatory Law Enforcement Agencies, and their respective political subdivisions of the State of Florida, in consideration of mutual promises to render valuable aid in daily operations and 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:** the Signatory Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of these agencies may provide voluntary cooperation and assistance of a routine or emergency law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but is not limited to:
  - A. Concurrent law enforcement jurisdiction in and throughout the jurisdictional limits of the Signatory Law Enforcement Agencies 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 their jurisdiction (e.g., to / from court, vehicle maintenance run, any authorized use / operation, per agency policy, of their law enforcement vehicle).
  - B. Concurrent law enforcement jurisdiction in and throughout the jurisdictional limits of the Signatory Law Enforcement Agencies for arrests, made pursuant to the laws of arrest, of persons identified because of investigations of any offense constituting a felony, violent misdemeanor or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred within the jurisdiction of the agency employing the arresting officer.
  - C. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Signatory Law Enforcement Agencies, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and for boating infractions.
  - D. Concurrent law enforcement jurisdiction for certain 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, 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 jurisdictional limits of the Signatory Law Enforcement Agencies, for investigations of, but not limited to, homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, frauds, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, Internal Affairs, and multi-agency task forces / joint investigations.

- F. Flagrant violations of Traffic Laws, that left unchecked could reasonably lead to the injury of people on / around the roadway upon which the violation is occurring (e.g. speeding through a school zone or weaving through heavy traffic).

Prior to any officer taking enforcement action pursuant to paragraphs (A) through (F) 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, they will have the absolute authority to decide whether to take over the situation. If the agency of normal jurisdiction decides to take over, then the assisting agency's officer(s) shall offer and are required to provide any assistance requested. The assisting agency's officer(s) shall, at a minimum, author a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general law enforcement operational authority, 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:** the Signatory Law Enforcement Agencies approve and enter into this Agreement whereby each of these agencies may request / render law enforcement assistance to the other to include, but not necessarily limited to, 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 may require rescue operations / 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.
- E. Terroristic 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 / Active Shooter / Active Assailant.
- 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. 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, intelligence, police / public information, DUI / BUI Investigators [BTO, SFST, DRE]).
- O. Joint training in areas of mutual interest.
- P. Exigent situations without a formal request which occur / arise from spontaneous occurrences (i.e. 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 or incident has occurred in which a citizen may likely be injured and the assisting agency is closer to the area than the officer receiving the call, active shooter / assailant situations).
- Q. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters of the Signatory Law Enforcement Agencies.
- R. DUI checkpoints, Traffic Safety Checkpoints / Operation.
- S. Impaired Driving Investigations, including all aspects of DUI, BUI, and DRE.
- T. Extra-Duty Details / Special Events.

**3. Procedure for Requesting Operational Assistance:**

- A. If a Signatory Law Enforcement Agency needs assistance, the Chief Executive, or designee, of the law enforcement agency requiring assistance shall notify the agency from which such assistance is requested. The Chief Executive, 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 situation dictates.
- B. Signatory Law Enforcement Agencies agree to furnish necessary manpower, equipment, facilities, and other resources and to render services to the requesting party(ies) as required to assist in addressing the situation which caused the request; provided, however, that no Signatory Law Enforcement Agencies 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, assisting personnel will report to the ranking supervisor on the scene.
- D. Communications instructions should be included in each request for mutual aid and each responding agency's communications centers will endeavor to maintain radio / telephone / other as appropriate 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 the direction of the Incident Commander.
- F. Agency Heads of Signatory Law Enforcement Agencies, or their designees, shall establish procedures for transferring control of the mission and for transferring tactical control of any assigned task, and supervisory control over personnel or equipment provided pursuant to this Agreement.

**4. Command and Supervisory Responsibility:**

- A. Command: The personnel and equipment that are assigned by the Assisting Agency shall be under the immediate command of a supervising officer designated by the Assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief Executive or 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 their 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 the rule, regulation, policy, general order or procedure of the assisting officer's agency shall control and will supersede the direct order.
- C. Handling Complaints: For any complaints that are generated because of a cooperative effort under this Agreement, the Chief Executive, or designee, of the agency employing the subject officer shall be responsible for the investigation of the complaint. The Chief Executive, or designee of the requesting agency (receiving the complaint) should, at a minimum, determine:
  - 1. The identity of the complainant.
  - 2. Contact information for the complainant.
  - 3. The specific allegation.
  - 4. The identity of the accused employee(s) without regard as to agency affiliation.

If, during the investigation, it is determined that the subject officer is an employee of the Assisting Agency, all information and pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded, without delay, to the subject officer's employing 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 respective policies / procedures.

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

- A. All certified law enforcement employees, as defined in Chapter 943, Florida Statutes, of Signatory Law Enforcement Agencies, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing agency pursuant to the terms of 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 its employees providing services pursuant to this Agreement, during the time of rendering of such services, 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 within the jurisdictional limits of the employing agency, shall apply 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, volunteer, reserve, and auxiliary employees.
- E. Nothing herein shall prevent the requesting agency from seeking 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 Signatory Law Enforcement Agency engaging in any cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of their own employees while engaged in rendering services pursuant to this Mutual Aid Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Nothing in this Agreement shall be deemed or treated as a waiver of any immunity to which any party is entitled by law, including but not limited to the sovereign immunity protections as set forth in Section 768.28, Florida Statutes.



7. **Insurance:** Each Signatory Law Enforcement Agency shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes.
8. **Forfeitures:** While operating under the auspices of this Agreement, property subject to forfeiture under Sections 932.701 - 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The agency initiating / pursuing the forfeiture action shall have the exclusive right to control, and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, including, but not be limited to, the complete discretion to bring the action or dismiss the action. The proceeds from seized property that is successfully forfeited shall be distributed equitably 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 costs and attorney's fees associated with the forfeiture action. The political subdivision / agency controlling the forfeiture may allow another Signatory Law Enforcement Agency to prosecute the forfeiture, subject to the written authorization of the Chief Executive and the legal counsel for each of the participating Signatory Law Enforcement Agencies.
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 of the Signatory Law Enforcement Agencies and their respective political subdivisions (where applicable) and shall continue in full force and effect until **January 1, 2035**. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
11. **Supersedure:** Upon execution and approval by the hereinafter named officials of the Signatory Law Enforcement Agencies and their respective political subdivisions (where applicable), this Agreement will supersede any and all such agreement(s) of this nature and type, becoming the controlling document in consideration of mutual promises to render valuable aid in daily operations and in times of emergency, setting the terms and conditions by which the Signatory Law Enforcement Agencies will be bound.
12. **Nonexclusive Privilege:** Nothing herein shall preclude any Signatory Law Enforcement Agency from formulating additional specialty MOU / MAA with other Signatory Law Enforcement Agencies for the benefit of their collective operations. In instances where the terms / conditions of such specialty MOU / MAA overlap with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take priority and bind the Signatory Law Enforcement Agencies.
13. **Cancellation:** Participation in this Agreement may be terminated by any Signatory Law Enforcement Agency and their respective political subdivision (where applicable) upon ninety (90) days written notice to the other Signatory Law Enforcement Agencies.

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

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insert Name of authorizing official  
insert Title of authorizing official  
insert Name of Political Subdivision  
insert Address of Political Subdivision 1  
insert Address of Political Subdivision 2  
Miami Dade County, FL

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insert Name of authorizing Law Enforcement official  
insert Title of authorizing Law Enforcement official  
insert Name of Agency 1  
insert Name of Agency 2  
insert Address of Agency 2  
Miami Dade County, FL

**ATTEST:**

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insert Name of Recording official  
insert Title of Recording official  
insert Name of Employer  
Miami Dade County, FL

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

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insert name of attorney  
insert title of attorney  
insert name of affiliation  
Miami Dade County, FL