



RESOLUTION # 2025-36

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE “MULTI-AGENCY GANG TASK FORCE MUTUAL AID AGREEMENT” BETWEEN THE CITY OF WEST MIAMI AND THE MIAMI-DADE SHERIFF'S OFFICE (MDSO), PROVIDING FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE IN LAW ENFORCEMENT ACTIVITIES PURSUANT TO THE FLORIDA MUTUAL AID ACT, SECTION 23.12 ET SEQ., FLORIDA STATUTES; PROVIDING FOR TERMS AND CONDITIONS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, it is the duty and responsibility of the Miami-Dade Sheriff's Office and the City of West Miami to ensure public safety and provide adequate law enforcement services for their respective communities; and

WHEREAS, pursuant to Section 23.12, Florida Statutes, et seq., known as the Florida Mutual Aid Act, public agencies are authorized to enter into mutual aid agreements for law enforcement purposes; and

WHEREAS, the City of West Miami, through its Police Department (hereinafter referred to as the “AGENCY”), and the Miami-Dade Sheriff's Office (hereinafter referred to as “MDSO”), seek to enter into a Mutual Aid Agreement (hereinafter referred to as the “MAA”) for the purpose of participating in the Multi-Agency Gang Task Force (MAGTF); and

WHEREAS, the MAGTF is designed to combat gang-related and violent criminal activity beyond jurisdictional boundaries through coordinated, proactive enforcement operations and investigations; and

WHEREAS, the City Commission of the City of West Miami finds that entering into this MAA is in the best interest of the City, its residents, and the efficient operation of its Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are adopted by reference.

Section 2. The City Commission of the City of West Miami hereby approves the “Multi-Agency Gang Task Force Mutual Aid Agreement” between the City of West Miami and the Miami-Dade Sheriff's Office, attached hereto and incorporated by reference as Exhibit “A.”

Section 3. The City Manager is hereby authorized to execute the MAA on behalf of the City and to take any and all actions necessary to carry out the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon passage by the City Commission.


PASSED and ADOPTED this 14th day of May 2025.

APPROVED:



ERIC DIAZ-PADRON, MAYOR

ATTEST:



**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by Vice-Mayor Chavez, Jr., who moved its adoption. The motion was seconded by Commissioner Ceballos. The vote was as follows:

MAYOR ERIC DIAZ-PADRON	<u>Y</u>
VICE-MAYOR IVAN CHAVEZ, JR.	<u>Y</u>
COMMISSIONER JUAN M. BLANES	<u>Y</u>
COMMISSIONER GUSTAVO J. CEBALLOS	<u>Y</u>
COMMISSIONER LUCIANO L. SUAREZ	<u>Y</u>

**MULTI-AGENCY GANG TASK FORCE MUTUAL AID AGREEMENT
MIAMI-DADE SHERIFF'S OFFICE
AND
CITY OF WEST MIAMI**

WHEREAS, it is the responsibility of the Miami-Dade Sheriff's Office and the government of the City of West Miami to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, the Miami-Dade Sheriff's Office and the City of West Miami have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

WHEREAS, this Mutual Aid Agreement is entered into by the Miami-Dade Sheriff's Office and the City of West Miami, by and through its West Miami Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", the Miami-Dade Sheriff's Office will be referred to as the "MDSO", the City of West Miami will be referred to as the "AGENCY", and when referred to collectively the MDSO and AGENCY will be referred to as the "PARTIES", and where referred to singularly, the MDSO or AGENCY may be referred to as a "PARTY"; and

WHEREAS, the purpose of this MAA is to allow the AGENCY to assist the MDSO with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the AGENCY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

WHEREAS, the apprehension and prosecution of these criminals should reduce crime both inside and outside AGENCY limits regardless of where these criminals are ultimately apprehended; and,

WHEREAS, this MAA is separate from, and more specific in purpose than, the "Miami-Dade County Association of Chiefs of Police Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement,

NOW, THEREFORE, BE IT KNOWN that the MDSO and the AGENCY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Sheriff of the MDSO and the Chief of Police of the West Miami Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

I. DEFINITIONS

1. Chief Executive Official: Either the Sheriff of the MDSO, or the Government Executive (highest ranking official) of the AGENCY, who has the authority to

contractually bind the respective law enforcement agency and has executed this MAA, upon the approval of the governing body. This MAA may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this MAA.

2. PARTY head: The Sheriff of the MDSO, or the Sheriff's designee; and the Chief of Police of the West Miami Police Department, or the Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

II. TERMS AND PROCEDURES

1. Operations:

- a. The AGENCY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the MDSO as required to assist the MDSO to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- b. The PARTY heads, or their designees, shall establish procedures for giving control of the mission definition to the MDSO, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the MDSO.

2. Powers, Privileges, Immunities, and Costs:

- a. All employees of the West Miami 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 AGENCY pursuant to a request for aid made in accordance with this MAA, 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 for the party by which they are normally employed.
- b. The PARTY having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA 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 AGENCY shall compensate all of its employees rendering aid pursuant to this MAA 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 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 to such employees.
- d. All 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 PARTY 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 extra territorially under the provisions of this MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** Each PARTY participating in the MAGTF pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. **Forfeitures:** Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The MDSO shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of MDSO officers and will be impounded in accordance with MDSO procedures. The AGENCY must request its share of seized property in writing when the initial seizure documentation is provided to the MDSO, or the AGENCY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. **Conflicts:** Any conflicts between this MAA 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.

III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. **Command:** The personnel and equipment that are assigned by the AGENCY shall be under the immediate command and direct supervision of a supervising officer designated by the Sheriff of the MDSO, or his/her designee.
2. **Conflicts:** Whenever an officer is rendering assistance pursuant to this MAA, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the MDSO, then such rule, regulation, policy, general order or procedure of the AGENCY shall control, and shall supersede the direct order.
3. **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 MAA, the Sheriff or 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 Sheriff or Chief of Police or designee should ascertain at a minimum:
 - The identity of the complainant;
 - An address where the complainant can be contacted;

- The specific allegation; and;
- 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 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 MDSO 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 MDSO violated any of the MDSO's policies or procedures.

IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. In compliance with and under the authority of this MAA heretofore entered into by the MDSO and the AGENCY, it is hereby declared that MDSO is requesting assistance from the AGENCY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other crimes, outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the MDSO or the AGENCY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The AGENCY agrees to provide personnel to the MDSO to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the MDSO.
4. The MDSO and the AGENCY will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
5. **RECORDS AND REPORTS:** All investigative reports and arrest reports will be maintained by the MDSO. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this MAA.
 - b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.
6. **PROSECUTION:** The criteria for the decision whether to have any particular case

prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.

7. **SCHEDULE OF WORK HOURS:** Work hours may vary to meet operational needs.
8. **INFORMANTS:** Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
9. **RELEASE OF INFORMATION TO THE PRESS:** At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without first consulting with the appropriate supervisor of the MDSO. Subsequent to the consultation, officers acting pursuant to the MAA will discuss any information release with the affected investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In most, if not all cases, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

V. EFFECTIVE DATE

This MAA shall be in effect from the date of signing and will remain in effect unless cancelled pursuant to the terms of Section VI. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

VI. CANCELLATION

This MAA may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the Chief Executive Official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2025.

FOR MDSO:

Rosanna Cordero-Stutz, Sheriff


Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Janet Lewis, General Counsel

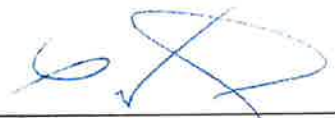
Date

FOR THE CITY OF WEST MIAMI:



Edward Silva, City Manager

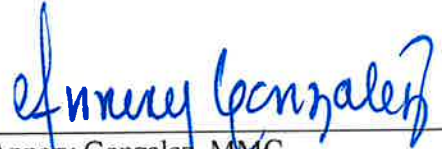
5/20/2015
Date



Pedro "Pete" Delgado, Chief
West Miami Police Department

5/20/2015
Date

ATTEST:



Annery Gonzalez, MMC
City Clerk
West Miami, Florida

5/20/2015
Date



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Dexter Lehtinen
City Attorney
West Miami, Florida

5/20/2015
Date