

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COMBINED INTERLOCAL AND MUTUAL AID AGREEMENT BETWEEN THE CITY OF SOUTH MIAMI, THE VILLAGE OF PINECREST, THE CITY OF WEST MIAMI, AND THE CITY OF CORAL GABLES PROVIDING FOR THE CREATION OF AN INTERDEPARTMENTAL JOINT CRISIS MANAGEMENT TEAM; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute a Combined Interlocal and Mutual Aid Agreement between The City of Miami, The Village of Pinecrest, The City of West Miami, and the City of Coral Gables providing for the creation of an interdepartmental joint crisis management team (SWAT).

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of May, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney


Consent Agenda



Jason Cohen
Chief of Police
police@pinecrest-fl.gov

MEMORANDUM

Department of Police

DATE: April 24, 2024
TO: Yocelyn Galiano, ICMA-CM, Village Manager
FROM: Chief Jason Cohen 
RE: Interdepartmental SWAT team

I am writing to formally request authorization for our police department to participate in an interdepartmental SWAT (Special Weapons and Tactics) team in our region. The establishment of a collaborative SWAT team involving our department and three other regional law enforcement agencies (South Miami, Coral Gables, West Miami) will significantly enhance our capabilities in responding to critical incidents and ensuring public safety.

A multi-agency SWAT team offers several advantages that directly benefit our community. By pooling resources, expertise, and specialized equipment, we can improve our response times and effectiveness in handling high-risk situations such as active shooter events or barricaded subjects.

The Coral Gables Police Department will be the lead agency as they already have an established SWAT unit. I have already initiated discussions with Chief Hudak as well as the Chiefs from South Miami and West Miami. Initial feedback has been positive, and there is a shared recognition of the benefits that such a partnership would bring to our respective communities.

Participation in a multi-agency SWAT team aligns with our commitment to enhancing public safety and preparedness. It enables us to access advanced training, tactics, and intelligence-sharing networks that are essential for addressing evolving threats in our city and beyond. Furthermore, collaboration with neighboring agencies fosters stronger relationships and mutual support among law enforcement entities, which is crucial for coordinated emergency response efforts.

Attached is the Memorandum of Understanding that has already been reviewed by our Village Attorneys office.

Thank you for considering this request. I am available at your convenience to discuss this matter further and address any questions or concerns you may have.



**COMBINED INTERLOCAL AND
MUTUAL AID AGREEMENT BETWEEN
THE CITY OF SOUTH MIAMI, THE VILLAGE OF PINECREST,
THE CITY OF WEST MIAMI, AND THE CITY OF CORAL
GABLES PROVIDING FOR THE CREATION OF AN
INTERDEPARTMENTAL JOINT CRISIS MANAGEMENT TEAM**

This Combined Interlocal and Mutual Aid Agreement is made as of this ____ day of _____, 2024, by and between the CITY OF SOUTH MIAMI, a Florida municipal corporation having principal office at 6130 Sunset Drive, South Miami, FL 33143, the VILLAGE OF PINECREST, a Florida municipal corporation having principal office at 12645 Pinecrest Parkway, Pinecrest, FL 33156, the CITY OF WEST MIAMI, a Florida municipal corporation having principal office at 901 SW 62nd Avenue, West Miami, FL 33144, and the CITY OF CORAL GABLES, FLORIDA, a Florida municipal corporation having its principal office at 405 Biltmore Way, Coral Gables, Florida 33134, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of South Miami, Village of Pinecrest, City of West Miami, and the City of Coral Gables to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, Sections 163.01, Florida Statutes, et. seq., The Florida Interlocal Cooperation Act of 1969, as amended, permits local governments to make the most efficient use of their powers to enable them to cooperate with other local governments on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of South Miami, Village of Pinecrest, City of West Miami, and the City of Coral Gables have the authority under Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, to enter into enter into an interlocal agreement pursuant to s. 163.01 with an adjoining municipality or municipalities within the same county to provide law enforcement services within the territorial boundaries of the other adjoining municipality or municipalities; and

WHEREAS, the City of South Miami, Village of Pinecrest, City of West Miami, and the City of Coral Gables 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, it is in the best interests of these municipalities to enter into this Interlocal Agreement and Mutual Aid Agreement; and

WHEREAS, this Interlocal and Mutual Aid Agreement is entered into by the City of South Miami, Village of Pinecrest, City of West Miami by and through its departments, the South Miami Police Department, West Miami Police Department, Pinecrest Police Department and the City of Coral Gables, by and through its department, the Coral Gables Police Department. For readability and brevity, this Interlocal and Mutual Aid Agreement will herein be referred to as the "AGREEMENT", the City of South Miami, Village of Pinecrest, City of West Miami will be

referred to as "PARTNER AGENCY" and the City of Coral Gables will be referred to as "CORAL GABLES", and when referred to collectively PARTNER AGENCY and CORAL GABLES will be referred to as the "PARTIES", and where referred to singularly, PARTNER AGENCY and CORAL GABLES may be referred to as a "PARTY"; and

WHEREAS, the purpose of this AGREEMENT is to provide for the creation of an Interdepartmental Joint CRISIS MANAGEMENT TEAM intended to respond to police situations requiring special weapons and tactics within the jurisdiction of PARTNER AGENCY and CORAL GABLES; and

NOW, THEREFORE, BE IT KNOWN that PARTNER AGENCY and CORAL GABLES, and the undersigned representatives, pursuant to Sections 163.01, Florida Statutes, et. seq., The Florida Interlocal Cooperation Act of 1969, Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, and Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, in consideration for mutual promises to cooperate and render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I. DEFINITIONS

1. Chief Executive Official: Either the City Manager of PARTNER AGENCY or the City Manager of CORAL GABLES, who has the authority to contractually bind the respective law enforcement agency and has executed this AGREEMENT, upon the approval of the governing body of each of the PARTIES. Subsequent to the execution by the executive officials, this AGREEMENT shall be filed with the City Clerk's Office of PARTNER AGENCY and the City Clerk's Office of CORAL GABLES. This AGREEMENT 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 AGREEMENT.
2. Agency Head: Chief of Police of PARTNER AGENCY, or the PARTNER AGENCY Chief's designee; Chief of Police of the Coral Gables Police Department ("CGPD"), or the CGPD Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Interdepartmental Joint CRISIS MANAGEMENT TEAM: The "Interdepartmental Joint CRISIS MANAGEMENT TEAM" be defined in accordance with the following description;
 - a. The Interdepartmental Joint CRISIS MANAGEMENT TEAM (SWAT and Crisis Negotiation Team) shall include the CRISIS MANAGEMENT TEAM of CGPD along with sworn police officers of the PARTNER AGENCY. CGPD will train the officers of the PARTNER AGENCY, and the PARTNER AGENCY will be responsible for the compensation of their corresponding officers and will be liable for said officers.

SECTION II. TERMS AND PROCEDURES

1. Operations:

- a. The PARTIES agree to furnish necessary manpower, equipment, facilities, and other resources and to render services to each other as required to assist in the facilitation of Crisis Management Team activities.
 - b. ADDITIONAL SPECIFICS – PERSONNEL COUNT/EQUIPMENT - Each partnering agency is responsible for providing all necessary equipment for their respective officers, including but not limited to ballistic helmets, ballistic tactical vests, firearms, uniforms, and other essential gear. A comprehensive list of required individual equipment will be provided to ensure readiness and standardization across all units.
 - c. TRAINING SPECIFICS - The head agency will provide comprehensive training sessions for SWAT personnel on a biweekly basis, along with a dedicated full week annually, adhering to best practices established by the National Tactical Officers Association (NTOA). Additionally, negotiators within the Crisis Negotiation Team (CNT) will undergo monthly training sessions to enhance their skills and capabilities in crisis resolution and communication strategies.
 - d. The agency heads, or their designees, shall establish procedures for jointly establishing the mission definition, goals, and operations, 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 requesting PARTY. Additionally, the head agency will provide all standardized training for the officers to ensure proficiency and cohesion in executing their duties.
2. Powers, Privileges, Immunities, and Costs:
- a. All employees of the PARTIES, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are conducting or assisting with law enforcement operations, 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 for the party by which they are normally employed inside the employee's jurisdiction.
 - b. The PARTY having financial responsibility for the law enforcement agency providing services, personnel, vehicles, 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 PARTIES shall compensate all of their respective employees conducting or assisting with law enforcement operations pursuant to this AGREEMENT and shall defray the actual travel and maintenance expenses of such employees while they are conducting or assisting with law enforcement operations. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are conducting or assisting with law enforcement operations. Such compensation shall also include all benefits normally due such employees.

- d. All exemptions 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 AGREEMENT. The provisions of this AGREEMENT shall apply with equal effect to paid and auxiliary employees.
3. Indemnification: Each PARTY participating in the Interdepartmental Joint CRISIS MANAGEMENT TEAM (SWAT and Crisis Negotiation Team) pursuant to this AGREEMENT agrees to assume responsibility for the acts, omissions, or conduct of such PARTY's own employees while participating herein and pursuant to this AGREEMENT, 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. Damages: CORAL GABLES will indemnify, defend, hold PARTNER AGENCY, its elected officials, employees, agents and servants harmless, and pay any judgments, awards, and damages entered against PARTNER AGENCY from any liability for any and all claims pertaining to seized property loss and/or damage, physical harm, personal injury or death resulting from any and all property seized by CORAL GABLES; including any claims filed against PARTNER AGENCY for damages, legal or equitable, arising out of CORAL GABLES' decision to bring a forfeiture action; including negligent acts or omissions of any officer, employee, or agent of CORAL GABLES.
5. Conflicts: Any conflicts between this AGREEMENT and Section 166.011, Florida Statutes, et. seq., The Municipal Home Rule Powers Act, will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Section 166, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the respective PARTIES shall be under the immediate command and direct supervision of a supervising officer jointly selected by the Chief of Police for the Coral Gables Police Department, or his/her designee, and the Chief of Police for the PARTNER AGENCY, or his/her designee. However, for all Pre-Planned Operations, a CORAL GABLES Commander shall be present and designated as the Operation Commander. The Operation Commander will serve as the supervising officer for all officers from any PARTY participating in said operation.
2. Conflicts: Whenever an officer is conducting or assisting with law enforcement operations related to the Interdepartmental Joint CRISIS MANAGEMENT TEAM 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 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, then such rule, regulation, policy, general order or procedure of his or her own employer 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 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 should ascertain at a minimum:
 - a. The identity of the complainant;
 - b. An address where the complainant can be contacted;
 - c. The specific allegation; and;
 - d. The identity of the employees accused without regard as to agency affiliation.
4. If it is determined during the investigation of a complaint that the accused is an employee of PARTNER AGENCY, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to PARTNER AGENCY for administrative review. Similarly, if it is determined during the investigation of a complaint that the accused is an employee of CORAL GABLES, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to CORAL GABLES for administrative review.

SECTION IV. PROVISIONS FOR JOINT ENFORCEMENT AUTHORITY, MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. Mutual Aid Request: In compliance with and under the authority of this AGREEMENT heretofore entered into by CORAL GABLES and PARTNER AGENCIES, it is hereby declared that the PARTIES are mutually requesting assistance from the other PARTY to conduct and assist with law enforcement operations described herein.
2. Law Enforcement Officer: A police officer of any PARTY shall be considered to be operating under the provisions of this AGREEMENT when conducting or assisting with law enforcement operations within the Interdepartmental Joint CRISIS MANAGEMENT TEAM.
3. Enforcement: The PARTIES agrees to independently and/or jointly conduct law enforcement activity within the Interdepartmental Joint CRISIS MANAGEMENT TEAM on a basis and schedule agreed upon by the Agency Heads, or their designees, in order to achieve the purposes of this AGREEMENT.
4. Expenses: The PARTIES 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 each PARTNERING AGENCIES. 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 AGREEMENT.
 - 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. Nuisance Abatement: The PARTNER AGENCIES Attorney's Office and Coral Gables City Attorney's Office will coordinate in the enforcement of this agreement and are each authorized to file and prosecute nuisance abatement actions in a court of competent jurisdiction to require properties within the enforcement zone to comply with applicable State, Federal and local laws.
 8. Schedule Of Work Hours: Work hours may vary to meet operational needs.
 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 the Agency Head of the PARTIES first consulting with each other. Subsequent to the consultation, officers acting pursuant to the AGREEMENT 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 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.

SECTION V. EFFECTIVE DATE

This agreement shall take effect upon the approval this Agreement by each respective municipality's City Commission, the effective date of this being the later of the two dates of approval by each commission. Thereafter, this Agreement shall continue in full force and effect

for an initial period of five (5) years from the effective date. The Agreement shall automatically renew for up to fifteen additional annual terms of one (1) year each. The total term of the Agreement shall not exceed twenty (20) years, after which it may be reconsidered, renewed, revised, or allowed to lapse by PARTNER AGENCY and CORAL GABLES. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION VI. CANCELLATION

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

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2024.

CITY OF SOUTH MIAMI:

CITY OF CORAL GABLES:

CITY MANAGER
CITY OF SOUTH MIAMI, FLORIDA
Date: _____

AMOS ROJAS JR.
CITY MANAGER
CITY OF CORAL GABLES, FLORIDA
Date: _____

Attest:

Attest:

CITY CLERK
CITY OF SOUTH MIAMI, FLORIDA

BILLY Y. URQUIA
CITY CLERK
CITY OF CORAL GABLES, FLORIDA

**APPROVED AS TO FORM AND
CORRECTNESS:**

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

CITY ATTORNEY
CITY OF SOUTH MIAMI, FLORIDA

CRISTINA SUAREZ
CITY ATTORNEY
CITY OF CORAL GABLES, FLORIDA

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

RISK MANAGER
CITY OF SOUTH MIAMI, FLORIDA

VILLAGE OF PINECREST:

VILLAGE MANAGER
VILLAGE OF PINECREST, FLORIDA
Date: _____

Attest:

VILLAGE CLERK
VILLIAGE OF PINECREST, FLORIDA

**APPROVED AS TO FORM AND
CORRECTNESS:**

VILLAGE ATTORNEY
VILLIAGE OF PINECREST, FLORIDA

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

RISK MANAGER
VILLIAGE OF PINECREST, FLORIDA

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

RISK MANAGER
CITY OF CORAL GABLES, FLORIDA

CITY OF WEST MIAMI:

CITY MANAGER
CITY OF WEST MIAMI, FLORIDA
Date: _____

Attest:

CITY CLERK
CITY OF WEST MIAMI, FLORIDA

**APPROVED AS TO FORM AND
CORRECTNESS:**

CITY ATTORNEY
CITY OF WEST MIAMI, FLORIDA

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

RISK MANAGER
CITY OF WEST MIAMI, FLORIDA