

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** March 4, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Resolution authorizing the approval of a Memorandum of Understanding between Miami-Dade County and the Florida Department of Law Enforcement regarding the investigation of public corruption matters.

Agenda Item No. 8(I)(1)(A)

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**This item was amended by the Health & Public Safety Committee on February 14, 2008 to incorporate a provision in the agreement that includes sharing in cost recovery of expenses as permitted by Florida Statutes, to remove FDLE's obligation to provide MDPD with updates of its investigations upon request by MDPD, and to require that any changes to the agreement be approved by the Board of County Commissioners.**

## **Recommendation**

It is recommended that the Board retroactively approve the attached resolution effective to March 8, 2007, authorizing the execution of a Memorandum of Understanding (MOU) between Miami-Dade County and the Florida Department of Law Enforcement (FDLE). The MOU outlines the roles and responsibilities of the two agencies when investigating criminal and public corruption investigations involving the Miami-Dade County Mayor, County Commissioners, and public corruption investigations by non-elected County Officials and Employees, pursuant to section 2-94.1 of the Code of Miami-Dade County.

## **Scope**

The MOU applies county-wide with regard to the Miami-Dade County Mayor, County Commissioners, and non-elected County Officials and Employees.

## **Fiscal Impact/Funding Source**

The Miami-Dade Police Department is required to provide investigative support to the FDLE to assist in these types of investigations. The establishment of this section in the Code of Miami-Dade County states that the MDPD shall make its personnel and financial resources available to the Miami-Dade State Attorney's Office, the FDLE, or other appropriate law enforcement agency to conduct investigations of the violation of criminal law. As permitted by Florida Statutes, the County is authorized to share with the FDLE in the equitable distribution of forfeited properties, proceeds, or cost recoveries arising from investigations.

## **Track Record/Monitor**

The MOU will be monitored jointly by the MDPD and the FDLE.

## **Background**

On March 8, 2007, the Board of County Commissioners adopted Ordinance 07-48, amending Section 2-94 of the Code of Miami-Dade County and establishing Section 2-95 (ref. Sec. 2-94.1) of the Code to authorize and require the County to enter into Memoranda of Understanding with the FDLE or another appropriate law enforcement agency regarding the investigation of public corruption matters.

Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners  
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The attached MOU was drafted through an iterative process involving both MDPD and FDLE. Several months were required to reach mutual agreement on provisions that establish the cooperative relationship between the MDPD and the FDLE as mandated by the Code. The purpose of this MOU is to outline the roles and responsibilities of each respective agency when investigating criminal and public corruption investigations involving the Miami-Dade County Mayor, County Commissioners, and public corruption investigations by non-elected County Officials and Employees, pursuant to section 2-94.1 of the Code of Miami-Dade County.



Assistant County Manager



# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: March 4, 2008

FROM:   
R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(I)(1)(A)

03-04-08

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND MIAMI-DADE COUNTY FOR THE PURPOSE OF OUTLINING THE ROLES AND RESPONSIBILITIES OF EACH WHEN INVESTIGATING CRIMINAL AND PUBLIC CORRUPTION INVESTIGATIONS INVOLVING THE MIAMI-DADE MAYOR AND COUNTY COMMISSIONERS, AND PUBLIC CORRUPTION INVESTIGATIONS BY NON-ELECTED COUNTY OFFICIALS AND EMPLOYEES, PURSUANT TO SECTION 2-94.1 OF THE CODE OF MIAMI-DADE COUNTY

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Mayor, or his designee, to approve the Memorandum of Understanding between the Florida Department of Law Enforcement and Miami-Dade County, in substantially the form attached hereto, for the purpose of outlining the roles and responsibilities of each when investigating criminal and public corruption investigations involving the Miami-Dade County Mayor, County Commissioners, and public corruption investigations by non-elected County Officials and Employees, pursuant to section 2-94.1 of the Code of Miami-Dade County.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this  
4<sup>th</sup> day of March, 2008. This resolution shall become effective ten (10) days after the  
date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective  
only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Ben Simon

Memorandum of Understanding (MOU)  
Between  
Miami-Dade Police Department  
And  
Florida Department of Law Enforcement

This Memorandum of Understanding (MOU) establishes the cooperative relationship between the Miami-Dade Police Department (MDPD) and the Florida Department of Law Enforcement (FDLE), hereinafter, referred to collectively as "the Parties." The purpose of this MOU is to facilitate the working relationship between the parties by outlining the roles and responsibilities of each when investigating criminal and public corruption investigations involving the Miami-Dade County Mayor and County Commissioners, and public corruption investigations by non-elected County Officials and Employees, pursuant to section 2-95 of the Code of Miami-Dade County.

**CONDITIONS**

**The Miami-Dade Police Department agrees that when it becomes aware of a possible criminal violation or a criminal violation of law or public corruption investigation involving the County Mayor or County Commissioner it will:**

1. Notify FDLE and forward all investigative information and evidence to their office so FDLE may assume the lead agency roll in the investigation.
2. Provide investigative support to the FDLE in the form of personnel to assume a support role to assist in the investigation.
3. Provide other support to FDLE as deemed necessary or available.
4. Attend and assist in all criminal or civil court proceedings or administrative hearings arising from the investigation.
5. Proceed with all forfeiture actions for assets seized pursuant to Section 932.701, et seq., Florida Statutes arising from the investigation.
6. Share with FDLE in equitable distribution of forfeited property, cash or proceeds from the sale of forfeited property arising from the investigation and cost recoveries permitted by Florida Statutes.

**The Florida Department of Law Enforcement agrees that when it becomes aware of a criminal violation of law or public corruption investigation involving the County Mayor or County Commissioner by the Miami-Dade Police Department it will:**

1. Assume the lead agency roll in all investigations referred by MDPD.
2. Request investigative support from MDPD in the form of personnel or other support as deemed necessary and available.
3. Share with MDPD in equitable distribution of forfeited property, cash or proceeds from the sale of forfeited property arising from the investigation and cost recoveries permitted by Florida Statutes.

**The Miami-Dade Police Department agrees that when it becomes aware of a public corruption investigation involving County employees and officials it will:**

1. Notify FDLE and request investigative support in the form of personnel to assume a support role to assist in the investigation.
2. Provide status updates if requested to the Special Agent in Charge of FDLE's Miami Regional Operations Center or his designee regarding the progress of the investigation.
3. Proceed with all forfeiture actions for assets seized pursuant to Section 932.071, et seq., Florida Statutes arising from the investigation.
4. Share with FDLE in equitable distribution of forfeited property, cash or proceeds arising from the sale of forfeited property arising from the investigation and cost recoveries permitted by Florida Statutes.

**The Florida Department of Law Enforcement agrees that when it is notified by MDPD of a public corruption investigation involving County employees or officials it will:**

1. Assume a support roll in the investigation involving the County employee or official.
2. Provide investigative support to MDPD in the form of personnel or other support deemed necessary and available.
3. Share with MDPD in equitable distribution of forfeited property, cash or proceeds arising from the sale of forfeited property arising from the investigation and cost recoveries permitted by Florida Statutes.

### **DEFINITIONS**

The following terms are defined for purposes of this MOU as used herein:

1. "Criminal Violation of law" is a violation of any of the laws of the United States, the State of Florida or the Ordinances of Miami-Dade County that provide for a criminal penalty including but not limited to violations of law that constitute public corruption.
2. "Public Corruption" includes: (1) "breach of public trust" as defined in §112.312(3), Florida Statutes, (2) all of the crimes within the definition of "specified offense" set forth in §112.3173, Florida Statutes; and (3) a violation of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 of the Code of Miami-Dade County.
3. "County Mayor" and "County Commissioners" shall refer to the Mayor and the members of the Board of County Commissioners as duly constituted from time to time.
4. "employees" and "officials" includes:
  - (a) the following persons as defined in Section 2-11.1 of the Code of Miami-Dade County: (1) "autonomous personnel", (2) "quasi-judicial personnel", (3) "advisory personnel", (4) "departmental personnel" and (5) "employees" and
  - (b) the President, Board of Trustees and employees of the Public Health Trust of Miami-Dade County, Florida.

## **EFFECTIVE DATE**

This agreement is effective on March 18, 2007, or upon full execution of this MOU.

## **LIABILITY**

To the extent permitted by law and as limited by §768.28, Florida Statutes, each agency shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU.

## **TERMINATION**

This MOU may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days notice. All notices shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE COUNTY:      Miami-Dade County Commission  
   111 N.W. 1<sup>st</sup> Street  
   Miami, Florida 33131

AS TO THE POLICE:      Director  
   Miami-Dade Police Department  
   9105 N.W. 25<sup>th</sup> Street  
   Miami, Florida 33172

COPY TO:                      Police Legal Bureau  
   Miami-Dade Police Department  
   9105 N.W. 25<sup>th</sup> Street  
   Miami, Florida 33172

   County Attorney  
   111 N.W. 1<sup>st</sup> Street  
   Miami, Florida 33130

AS TO FLORIDA DEPARTMENT OF LAW ENFORCEMENT:

   Special Agent in Charge  
   Miami Regional Operations Center  
   1030 N.W. 111 Avenue  
   Miami, Florida 33172

**AUTHORIZATION FOR SIGNATURE**

The Parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Carlos Alvarez, Miami-Dade County  
Mayor or his designee

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

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

By: \_\_\_\_\_  
Amos Rojas Jr., Special Agent  
In Charge



Date: 02-26-2008

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Reviewed By:

\_\_\_\_\_  
Robert Parker, Director  
Miami-Dade Police Department

Approved by County Attorney  
As to legal sufficiency:



Prepared by:

Glenn Theobald  
Chief Counsel Miami-Dade Police Department