

Memorandum

MIAMI-DADE
COUNTY

Date: November 20, 2008

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

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

From: George M. Burgess
County Manager

Subject: Memorandum of Understanding between Miami-Dade County and the Florida Department of Law Enforcement Amended

At the October 16, 2008 Health and Public Safety Committee this item was amended to include a provision in the resolution which states that the Mayor or his designee shall promptly notify the Board of County Commissioners of any amendment to the attached Memorandum of Understanding.

Recommendation

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

Scope

The MOU is countywide with regard to the Miami-Dade County Mayor and the Board

Fiscal Impact/Funding Source

The Miami-Dade Police Department (MDPD) 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.

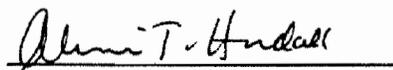
Track Record/Monitor

The MOU will be monitored jointly by the MDPD and the FDLE. Any amendments on behalf of the County will be made and approved by the Board.

Background

This MOU establishes the cooperative relationship between the MDPD and the FDLE as provided by Miami-Dade County Ordinance 07-48. 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 and the Board, pursuant to section 2-94.1 of the Code of Miami-Dade County. The MOU was amended as a result of the action taken by the Health and Public Safety Committee (HPSC) on February 14, 2008. It was then presented to the Board at its regular meeting of March 4, 2008 at which time the item was deferred.

The MOU was amended and re-submitted to the FDLE. Subsequently, the FDLE had an additional revision which added an amendment clause. In accordance with the Board's direction, the MOU has been revised to reflect changes recommended by the Board.



Alina T. Hudak
Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: November 20, 2008

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

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

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)(B)

Veto _____

11-20-08

Override _____

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT ("FDLE") AND MIAMI-DADE COUNTY EFFECTIVE MARCH 7, 2007, FOR THE PURPOSE OF OUTLINING THE ROLES AND RESPONSIBILITIES OF THE MIAMI-DADE POLICE DEPARTMENT AND THE FDLE WHEN INVESTIGATING CRIMINAL AND PUBLIC CORRUPTION INVESTIGATIONS INVOLVING THE MIAMI-DADE MAYOR AND COUNTY COMMISSIONERS, AND PUBLIC CORRUPTION INVESTIGATIONS OF COUNTY OFFICIALS AND EMPLOYEES, PURSUANT TO SECTION 2-94.1 OF THE CODE OF MIAMI-DADE COUNTY AND PROVIDING THAT ANY AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING AND THE EXERCISE OF THE CANCELLATION PROVISIONS CONTAINED THEREIN SHALL BE MADE AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, this Board adopted Ordinance 07-48 on March 8, 2007 which created section 2-94.1 of the Code of Miami-Dade County; and

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 retroactively authorizes the execution of the attached Memorandum of Understanding between the Florida Department of Law Enforcement ("FDLE") and Miami-Dade County effective March 7, 2007, for the purpose of outlining the roles and responsibilities of the Miami-Dade Police Department and when investigating criminal and public corruption investigations involving the Miami-Dade County Mayor and County Commissioners, and public corruption investigations of elected County Officials and Employees, pursuant to section 2-94.1 of the Code of Miami-Dade County.

>>The Mayor or his designee shall promptly notify the Board of County Commissioners of any amendment to the attached Memorandum of Understanding.<<¹

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 20th day of November, 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.



Eric A. Rodriguez

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

**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 of elected County Officials, pursuant to section 2-94.1 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, County Commissioner or other elected County Official it will:

1. Notify FDLE and forward all investigative information and evidence to their office so FDLE may assume the lead agency role 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 role 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, as defined in section 2-94.1 of the County Code, 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 and officials, as defined in section 2-94.1 of the County Code, it will:

1. Assume a support role 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 (4) *any defined offense included in any of the laws of the United States applicable to public corruption.*
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. *"County Employees and Officials" shall be defined in the same manner as in section 2-94.1 of the County Code.*

EFFECTIVE DATE

This agreement is effective on March 8, 2007, or upon full execution of this MOU.

LIABILITY

To the extent permitted by law and as limited by §768.28, Florida Statutes, each party 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 and neither party intends a waiver of sovereign immunity or the limits provided by §768.28, Florida Statutes.

AMENDMENTS

This MOU may be amended at any time upon the mutual written consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days notice. On behalf of the County, all amendments shall be made and approved by the County Commission.

TERMINATION

This MOU may be terminated at any time upon the mutual consent of both parties, *(in the case of the County by the Board of County Commissioners)* 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. 1st Street
 Miami, Florida 33131

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

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

 County Attorney
 111 N.W. 1st 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 authorized officials as duly authorized.

MIAMI-DADE COUNTY

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

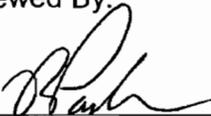
Date: _____

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

By: _____
Amos Rojas Jr., Special Agent
In Charge

Date: _____

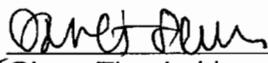
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Reviewed By:



Robert Parker, Director
Miami-Dade Police Department

Approved by County Attorney
As to legal sufficiency: _____

Prepared by:


for _____
Glenn Theobald
Chief Counsel Miami-Dade Police Department