Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2009

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Mutual Aid Agreement Between The Member Agencies of the Child Abduction Response Team and the Florida Department of Law Enforcement

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Recommendation
It is recommended that the Board approve the attached resolution authorizing the execution of a law enforcement mutual aid agreement between Miami-Dade County and the Florida Department of Law Enforcement. The agreement will be effective upon execution and will expire on December 31, 2010.

Scope
The mutual aid agreement is multi-county and statewide.

Fiscal Impact/Funding Source
There is no fiscal impact to the county.

Track Record/Monitor
The Agreement will be monitored by the Miami-Dade Police Department.

Background
Pursuant to Florida Statutes, Chapter 23, Part I, Florida Mutual Aid Act, the County has the authority to enter in mutual aid agreements for law enforcement services with other law enforcement agencies in the State of Florida. A mutual aid agreement for law enforcement services provides for mutual assistance during natural or manmade disasters, emergencies and other major law enforcement problems, including those that cross jurisdictional lines.

The primary goal of the Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. To provide for voluntary cooperation, each of the Child Abduction Response Team agencies entering into this agreement may request and render law enforcement assistance to Child Abduction Response Team member agencies. Miami-Dade Police Department will join over 30 law enforcement agencies across the south Florida region agreeing to participate in this agreement, including municipal police departments, sheriffs, and State Attorney Offices. Based on the jurisdictional and investigative challenges that law enforcement is confronted with when dealing with child abductions, the participation of MDPD in this mutual aid agreement is very important.

for

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 3, 2009

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 Mayor'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
Veto _____
Override _____

Agenda Item No. 8(I)(1)(A)
3-3-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN MIAMI-DADE COUNTY AND MEMBER AGENCIES OF THE CHILD ABDUCTION RESPONSE TEAM AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND AUTHORIZING THE COUNTY MAYOR AND HIS DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATIONS PROVISION CONTAINED THEREIN

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, Pursuant to Part 1, Chapter 23, Florida Statutes, approves the execution of a Mutual Aid Agreement for law enforcement services between Miami-Dade County and member agencies of the Child Abduction Response Team and the Florida Department of Law Enforcement, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2009. 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

MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE CHILD ABDUCTION RESPONSE TEAM AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the Children Abduction Response Team.

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supercede or take the place of any other agreement entered into by the various members of the Children Abduction Response Team . Those agreements shall remain in full effect.

NOW THEREFORE, the parties agree as follows:

Pursuant to signing this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team and the Florida Department of Law Enforcement (FDLE) to implement within the jurisdictional and other limits as noted herein for the purposes and goals indicated.

Parties To This Agreement:

The Florida Department of Law Enforcement (FDLE) – Miami
Aventura Police Department
Boca Raton Police Department
Boynton Beach Police Department
Broward County Sheriff's Office
Coconut Creek Police Department

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Coral Gables Police Department
Coral Springs Police Department
Davie Police Department
Fort Lauderdale Police Department
Hallandale Beach Police Department
Hialeah Police Department
Hialeah Police Department
Hollywood Police Department
Homestead Police Department
Jupiter Police Department
Lake Worth Police Department
Lantana Police Department
Lighthouse Point Police Department
Margate Police Department
Miami Beach Police Department
Miami Police Department
Miami-Dade Police Department
Monroe County Sheriff's Office
Palm Beach County Sheriff's Office
Palm Beach Gardens Police Department
Pembroke Pines Police Department
Plantation Police Department
South Miami Police Department
State Attorney's Office – Broward County
State Attorney's Office – Dade County
State Attorney's Office – Monroe County
State Attorney's Office – Palm Beach County
Sunny Isles Beach Police Department
Sunrise Police Department

Additional parties may, at the request and with the approval of FDLE and the other Child Abduction Response Team members, enter in this Agreement at a later date as evidenced by their signing of the Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Florida Department of Law Enforcement.

CHILD ABDUCTION RESPONSE TEAM GOALS AND COOPERATION TO BE RENDERED:

The primary goal of the Child Abduction Response Team is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. To provide for voluntary cooperation, each of the Child Abduction Response Team agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to Child Abduction Response Team member agencies, or other, in dealing with any violations of law including, but no limited to, the investigation, arrest and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations (utilizing state and federal law and prosecutions, as appropriate), the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child

abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating Child Abduction Response Team members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The parties to this Agreement are contributing personnel and resources in support of the Child Abduction Response Team efforts, with the operations of the Child Abduction Response Team being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

Jurisdiction: The principal site of the South Florida CART covering Palm Beach, Broward, Miami-Dade and Monroe County activity shall be in Miami-Dade County, Florida. When engaged in Child Abduction Response Team operations that have been approved by the Florida Department of Law Enforcement, as contemplated by this Agreement, Child Abduction Response Team members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the region, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to Child Abduction Response Team operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more Child Abduction Response Team member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. Child Abduction Response Team members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved Child Abduction Response Team activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the Child Abduction Response Team shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Procedure for Requesting and Authorizing Assistance: Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at anytime an FDLE

supervisor or FDLE special agent designee(s) determines that an extra-territorial Child Abduction

Response Team operation pursuant to this agreement should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No Child Abduction Response Team employee or agent shall engage in activities outside the jurisdictional territory of the Child Abduction Response Team pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. The FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating Child Abduction Response Team agencies, FDLE may request that a particular employee or agent of the Child Abduction Response Team no longer be allowed to participate in furtherance of this provision of the Agreement. Upon receiving the request, the employing agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating Agency that a sworn or support member of the FDLE no longer participate in the Child Abduction Response Team, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the Child Abduction Response Team. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Child Abduction Response Team.

Whenever an operation occurs outside the territorial limits of the FDLE Miami Regional Operations Center, the Assistant Special Agent in Charge for the FDLE office in the region affected shall be notified about the presence of Child Abduction Response Team personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the Child Abduction Response Team may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise determined by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized in connection with state violations, pursuant to this Agreement, outside the regular jurisdictional boundaries of the Child Abduction Response Team, but within Florida, shall be taken into custody and processed by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the regular jurisdictional boundaries for the Child Abduction Response Team, in connection with state violations, the items may be processed and maintained by the lead agency, and agency with jurisdiction or as otherwise agreed upon.

If and when the investigation becomes a federal case or inquiry, any such property and evidence will be taken into custody and processed by the Federal Bureau of Investigation or be handled pursuant to their directions.

LIABILITY AND COST-RELATED ISSUES:

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable, and subject to other relevant state and federal law.

Each party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other party to this Agreement in order to affect the purposes of the Child Abduction Response Team and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating party via the party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds or other funding sources to be the extent allowed by law.

Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, as required, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each party to adequately insure such party's liability assumed herein. But for Florida law enforcement officers, in no event shall such coverage be less than the state statutory waiver of sovereign immunity limits. If requested, each party agrees to provide the other parties with proof of the insurance or self-insurance required hereunder. Federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of Child Abduction Response Team efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of the FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Child Abduction Response Team participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

Federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

COPY TO EACH PARTICIPATING CHILD ABDUCTION RESPONSE TEAM MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Child Abduction Response Team member so that each member may be fully aware of the powers, limitations, and expectations applicable to Child Abduction Response Team members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the Child Abduction Response Team and the FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to Jacqueline M. Boswell, Regional Legal Advisor, Florida Department of Law Enforcement, 1030 NW 111Avenue, Miami, Florida 33172 who will forward a copy to the Florida Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302-1489.

This Agreement shall remain in full force as to all participating Parties until December 31, 2010, unless terminated in writing by the FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any party may withdraw from this Agreement upon providing written notice to FDLE and all other participating parties. Any written cancellation or extension shall be forwarded to FDLE Orlando at the address noted above.

In the event that a party agency has a change of Chief Executive Officer during the term of this Agreement, the party agency may continue participation in the CART for the term of this Agreement by having the new Chief Executive sign and submit a new signature page indicating the party agency's continued desire to participate
in the CART.

Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement among the member Agencies of the Child Abduction Response Team.

Pursuant to F.S.23.1225(3), this agreement may be entered into by a Chief Executive Officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with signature page.
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Florida Department of Law Enforcement (FDLE):

Amos Rojas, Jr. Special Agent In Charge

11-17-08

Date

Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement among the Member Agencies of the Child Abduction Response Team.

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For the Miami-Dade **County Sheriff's Office:**

Robert Parker, Director

Sheriff

12/15/2008

Date

Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement among the Member Agencies of the Child Abduction Response Team.

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****

For the Miami-Dade **Police Department:**

Robert Parker, Director
Chief of Police

12/15/2008
Date

Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement among the Member Agencies of the Child Abduction Response Team.

Pursuant to F.S.23.1225(3), this agreement may be entered into by a Chief Executive Officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

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For the _____ State Attorney's Office

_____
State Attorney

_____
Date