

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 5, 2013

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

SUBJECT: Resolution authorizing the Memorandum of Understanding between the Florida Department of Children and Families and Miami-Dade County, through its Juvenile Services Department designating Juvenile Services Department/Juvenile Assessment Center as the location where law enforcement may initially deliver children believed to be victims of commercial sexual exploitation

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: November 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Execution of Memorandum of Understanding between
The Florida Department of Children and Families and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute the attached Memorandum of Understanding (MOU) between the Florida Department of Children and Families ("Department") and Miami-Dade County through its Juvenile Services Department /Juvenile Assessment Center (JSD/JAC). This MOU will allow JSD/JAC to be the initial delivery point for law enforcement for children believed to be victims of commercial sexual exploitation.

Scope

The impact of this Memorandum of Understanding is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County to execute this Memorandum of Understanding.

Track Record/Monitor

This MOU will be monitored by the Director of the Miami-Dade County Juvenile Services Department, Morris Copeland, to ensure compliance with the requirements.

Background

On January 1, 2013, the *Florida Safe Harbor Act* took effect, amending the current law to provide greater protection for children believed to be victims of commercial sexual exploitation. One of the key provisions in the law states that if a law enforcement officer has probable cause to believe a child has been sexually exploited, the law enforcement officer may deliver the child to the Department of Children and Families. § 39.401(2)(b), Florida Statutes (2013).

To ensure the transfer of the child from law enforcement to the Department is as safe and efficient as possible, the Department designates the JSD/JAC, located at 275 Northwest 2nd Street, Miami, FL 33128, as the location where law enforcement may initially deliver the child. The Department, or its designated designee, will take physical custody of the child from the JSD/JAC within four (4) hours after receiving law enforcement notification as described in the MOU.

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
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This MOU is between the County through its JSD/JAC and the Florida Department of
Children and Families and contains mutual indemnification provisions.

Attachment



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 5, 2013

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

SUBJECT: Agenda Item No. 9(A)(1).

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
11-5-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND MIAMI DADE COUNTY, THROUGH ITS JUVENILE SERVICES DEPARTMENT DESIGNATING JUVENILE SERVICES DEPARTMENT/JUVENILE ASSESSMENT CENTER AS THE LOCATION WHERE LAW ENFORCEMENT MAY INITIALLY DELIVER CHILDREN BELIEVED TO BE VICTIMS OF COMMERCIAL SEXUAL EXPLOITATION

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 attached memorandum of understanding between the Florida Department of Children and Families and Miami Dade County, through its Juvenile Services Department designating the Juvenile Services Department/Juvenile Assessment Center as the location where law enforcement may initially deliver children believed to be victims of commercial sexual exploitation.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of November, 2013. 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.



Estephanie S. Resnik

MEMORANDUM OF UNDERSTANDING
Between
The Florida Department of Children and Families
And
Miami-Dade County through its
Juvenile Services Department /Juvenile Assessment Center

This Memorandum of Understanding Agreement (hereinafter "MOU"), is made and entered into the _____ day of _____ 2013 by and between the Florida Department of Children and Families ("Department"), and Miami-Dade County, through its Juvenile Service Department, which runs the Juvenile Assessment Center ("JSD/JAC"). This is a pilot program designed to use the JSD/JAC as an initial delivery point for law enforcement of children believed to be victims of commercial sexual exploitation. This agreement is subject to approval of the Miami-Dade County Board of County Commissioners.

A. Purpose and Scope

On January 1, 2013, the *Florida Safe Harbor Act* took effect, amending the current law to provide greater protection for children believed to be victims of commercial sexual exploitation. One of the key provisions in the law states that if a law enforcement officer has probable cause to believe a child has been sexually exploited, the law enforcement officer may deliver the child to the Department. § 39.401(2)(b), Florida Statutes (2013).

To ensure the transfer of the child from law enforcement to the Department is as safe and efficient as possible, The Department designates the JSD/JAC, located at 275 Northwest 2nd Street, Miami, FL 33128, (305) 755-6200, as the location where law enforcement may initially deliver the child. The Department, or its designated designee, will take physical custody of the child from the JSD/JAC within four (4) hours after receiving law enforcement notification as discussed herein. The JSD/JAC is not a "safe house" as defined in section 39.401(2)(b), Florida Statutes. The JSD/JAC is an initial location designated by the Department where law enforcement can safely deliver a child pursuant to this MOU.

Pursuant to chapter 63D-11, Florida Administrative Code, "JACs provide co-located central intake and screening services for youth referred" to the Florida Department of Juvenile Justice. As the JSD/JAC is the existing intake and screening center for youth picked up by law enforcement, it will also screen children, whom law enforcement have probable cause to believe have been sexually exploited pursuant to section 39.401(2)(b), Florida Statutes.

This MOU is only between the JSD/JAC and the Department. Either party may propose agreements with other entities, including but not limited to law enforcement entities, furthering the purpose of this Agreement at any time and may provide the other party with a copy for review. But any such other agreement is only effective as to the parties who execute same in writing. To the extent any other agreements are intended by the Department to bind the JSD/JAC, such an agreement(s) must be presented by the Department to the JSD/JAC for the County's review and will not bind the County unless signed by the County on behalf of the JSD/JAC.

This MOU is subject to any and all applicable laws. The parties understand this MOU conforms to existing state statutes, administrative rules and Department policy. Should any changes in state statute, administrative rule, or Department or JSD/JAC policy potentially impact performance under this MOU, either party may propose an amendment for review and approval by the other party. Should a change in either party's rules or policies directly bear upon performance of this MOU, the party whose rules or policies have changed shall notify the other party within a reasonable period of time.

This agreement does not involve exchange of funds between the parties.

B. Description of Agency Leaders

The Secretary heads the Department and is appointed by the Governor of Florida. The Department investigates allegations of child abuse, neglect and/or abandonment pursuant to chapter 39 of the Florida Statutes.

The JSD/JAC is managed by the Director, who is appointed by the Mayor of Miami-Dade County. The JSD/JAC is responsible for the secure placement of children alleged to have committed a delinquent act.

C. Department Responsibilities under this MOU

- 1) To receive and screen calls of abuse abandonment, and neglect made to the Florida Abuse Hotline ("Hotline"), at 1-800-96-ABUSE. Calls that are not screened out are investigated by a Department Child Protective Investigator ("CPI"). When the Hotline receives a call from law enforcement alleging a child is believed to be a victim of sexual exploitation, Hotline personnel will create an intake and enter the information into the Florida Safe Families Network ("FSFN"). If appropriate, the intake will be classified with the Human Trafficking maltreatment code. Any such calls received by the Hotline which alleges the location of a child to be in Miami-Dade County will be designated as requiring an "Immediate" response and assigned to the Department's Southern Region.
- 2) Within one (1) hour of the Department's Florida Abuse Hotline ("the Hotline") receiving a call from law enforcement alleging a child in Miami-Dade County is believed to be a victim of sexual exploitation, the Department shall create an intake as described above in Section C.1) ("the Department Intake") and assign the Department Intake to a CPI.

Upon law enforcement's arriving at the JSD/JAC to drop off a child believed to be the victim of sexual exploitation, the JSD/JAC will confirm with law enforcement that a report has been made to the Hotline and accepted by the Hotline. The JSD/JAC will request from law enforcement the ID number of the Hotline Counselor that accepted the call. The JSD/JAC will contact Department Administrator(s) to confirm

the Department has created the Department Intake and assigned the Department Intake to a CPI.

The JSD/JAC is not required to ask for or receive information from law enforcement explaining law enforcement's belief probable cause exists that the child is a victim of sexual exploitation.

Pursuant to section 39.401(2)(b), Florida Statute, within four (4) hours of assignment of the Department Intake to a CPI, the CPI shall respond to the JSD/JAC in order to take physical custody of the child.

The Department shall ensure that Department Administrator(s) are available 24 hours a day, seven days a week, to the JSD/JAC to confirm CPI assignment(s) in order to ensure timely pickup of child(ren) from the JSD/JAC as described in this section.

The Department shall provide JSD/JAC in writing with the name(s) and contact information of the Department Administrator(s) under this section, and provide the JSD/JAC with updated name(s) and contact information in writing as needed.

- 3) The Department will conduct its investigation as otherwise required by law.
- 4) The Department's Program Administrator, North Service Center, the Department's Operations Management Consultant II, North Service Center, or other designated Department personnel will be available, seven days a week, 24 hours a day, via telephone, to confirm the Florida Abuse Hotline received the call from law enforcement, and the Department Intake was properly categorized with a Human Trafficking maltreatment code. Any other questions shall be directed to the Department's Human Trafficking Coordinator or other designated Department personnel. All contact information will be exchanged between the parties in writing prior to implementation of this MOU. The parties will update each other in writing and within a reasonable time whenever contact information changes.
- 5) DCF is responsible for providing training to law enforcement concerning law enforcement's responsibilities under the Safe Harbor and related legislation and the subject matter of this MOU.
- 6) To the extent permitted by Florida law, including but not limited to section 768.28, Florida Statute, the Department shall indemnify and hold harmless the JSD/JAC and

its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the JSD/JAC or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the Department, provided however, the Department shall not indemnify and hold harmless for that portion of any alleged loss or damage caused by, or proximately caused by the negligent act or omission of JSD/JAC, its officers, employees, agents, and instrumentalities.

D. JSD/JAC Responsibilities under this MOU

- 1) The JSD/JAC shall accept temporary custody of a child who law enforcement has probable cause to believe has been sexually exploited, but whom law enforcement has exercised its discretion not to arrest and who has been delivered to the JSD/JAC, as described in this MOU.

The JSD/JAC shall not accept temporary custody of a child pursuant to this MOU until after receiving confirmation from a Department Administrator that the Department has created the Department Intake and assigned the Department Intake in Miami-Dade County to a CPI to pick the child up from the JSD/JAC as outlined in Section C. herein.

The JSD/JAC shall maintain temporary custody of the child until the Department responds and assumes responsibility for the child as outlined in Section C. herein. Per section 985.115, Florida Statutes, the JSD/JAC will not take custody of any child in need of immediate medical attention. If law enforcement has a child believed to be a victim of sexual exploitation that needs immediate medical attention, that child should not be taken to the JSD/JAC. Law enforcement shall have the child transported to the nearest hospital or appropriate health care facility, or proceed as provided by law enforcement policy. The law enforcement officer is still responsible for contacting the abuse hotline as required by law. The law enforcement officer shall inform the Hotline operator of the child's current or intended location so that a CPI can be dispatched to the location where the child has been transported for medical attention. The exchange of custody from law enforcement to the Department may take place at this location, if appropriate. It is the policy of JSD/JAC to administer the Probation Medical and Mental Health Clearance Form on all clients presented for screening in accordance with statutory requirements.

- 2) While the child is in the temporary custody of the JSD/JAC, the child will be searched. If the child is found to be in possession of contraband, JSD/JAC will inform law enforcement which shall then be responsible to address the matter as deemed appropriate.

- 3) JSD/JAC personnel shall administer the Shared Hope Victim Identification screening tool to further assist in identifying whether the child is a victim of human trafficking. This screening tool is used to assist in further assessing potential or current child victims of sexual exploitation. The tool collects demographic information, Department's involvement, and other service related information.
 - 4) A child delivered to the JSD/JAC pursuant to this Agreement will remain at the JSD/JAC in a location apart from the general population until a CPI or other Department designee arrives to accept custody of the child. The JSD/JAC expects the Department to strictly comply with the timing provisions set forth in Section C.2) herein.
 - 5) To the extent permitted by Florida law, including but not limited to section 768.28, Florida Statute, JSD/JAC shall indemnify and hold harmless the Department and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Department or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the JSD/JAC, provided however, the JSD/JAC shall not indemnify and hold harmless for that portion of any alleged loss or damage caused by, or proximately caused by the negligent act or omission of the Department, its officers, employees, agents, and instrumentalities.
 - 6) This section describes the extent of JSD/JAC's responsibilities under this MOU and under the Safe Harbor legislation, and the JSD/JAC is not expected to otherwise coordinate with the Department, except as required by applicable law. The parties understand that probable cause determinations are not made by and do not involve the JSD/JAC, that the JSD/JAC is not providing "safe-house services" and that the JSD/JAC is not an "authorized agent" or a "safe house" or "short-term safe house" of the Department as defined pursuant to sections 39.401, and 409.1678, Florida Statutes and the Safe Harbor legislation.
- E. Any modifications or amendments to this MOU shall be made in writing and will not be effective until signed by an authorized representative of each party.
- F. Except as otherwise provided for herein, each party assumes any and all risks attributable to the negligent acts or omissions of itself and its own employees and agents.
- G. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. Either party may terminate this MOU without cause at any time before the date of expiration by delivering written notice to the principal administrative contact no later than thirty (30) days prior to the effective date of the termination.

- I. The principal administrative contacts for this MOU, and the persons to whom notices under this MOU must be sent, are:

For DCF: Glenn Broch
Family and Community Services Director
Florida Department of Children and Families
Southern Region
786-257-5087
401 NW 2nd Ave, N-1007
Miami, Florida 33128

For JSD/JAC: Director, Morris Copeland
Miami-Dade County Juvenile Services Department
305-755-6202
275 NW 2nd Street
Miami, Florida 33128

- J. This MOU shall be effective through December 31, 2017, and may be renewed upon written agreement of both parties.
- K. There are no intended third party beneficiaries, whether known or unknown, to this Agreement.
- L. If any provision herein shall be deemed void or unenforceable by a court of law, the remainder of this Agreement shall remain in full force and effect.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

The authorized parties hereto have executed this Agreement as of the last written date below.

For the Department:

BY: Gilda P. Ferradaz
Gilda P. Ferradaz
Florida Department of Children and Families
Interim Regional Managing Director
Southern Region

DATE: 8/2/13

For JSD/JAC:

ATTEST:

MIAMI-DADE COUNTY
a political subdivision
of the State of Florida

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

Carlos A. Gimenez
County Mayor
Or Mayor's Designee

(DATE)

(DATE)