MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: May 6, 2014

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

SUBJECT: Resolution authorizing execution of Mutual Aid Agreements between Miami-Dade County, through the Miami-Dade Police Department, and partner law enforcement agencies, and specifically the City of Miami, relating to participating in joint operations of the Multi-Agency Gang Task Force of the Miami-Dade Police Department

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The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum

MIAMI-DADE COUNTY

DATE: May 6, 2014

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

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Mutual Aid Agreements between Miami-Dade County and Law Enforcement Partner Agencies for the Multi-Agency Gang Task Force

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Mutual Aid Agreements between Miami-Dade County, through the Miami-Dade Police Department, and its law enforcement partner agencies, specifically herein, a Mutual Aid Agreement with the City of Miami, for the purpose of coordinating joint operations and other activities of the Multi-Agency Gang Task Force, often referred to as MAGTF.

Scope
The Mutual Aid Agreements will provide concentrated investigative and apprehension efforts for individuals who are engaged in criminal gang activity utilizing the Miami-Dade Police Department as the lead agency. Law enforcement partner agencies may be at the federal, state, regional, and local level.

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

Track Record/Monitor
The entity involved is the Miami-Dade Police Department's Narcotics Bureau and Louis Churukian, Major of the Narcotics Bureau, will track and monitor the agreements.

Background
The Miami-Dade Police Department's Narcotics Bureau will serve as the lead agency of the Multi-Agency Gang Task Force. In the conduct of day-to-day operations, the department often works together with other law enforcement agencies to investigate and apprehend individuals who are engaged in criminal gang activity. These joint operations of the Multi-Agency Gang Task Force allow participating agencies to concentrate investigative and apprehension efforts to maximize resources and results. The Task Force also allows for training relating to criminal gang investigations, as well as, information sharing and reporting; all of which are vital to effective law enforcement operations.

These Mutual Aid Agreements will formalize the policies and procedures of the participating law enforcement agencies which are necessary to govern the partnership. Through these partnerships, the Miami-Dade Police Department is able to enhance the public safety of this community for the benefit of our citizens and visitors and to reduce violent crime.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: May 6, 2014

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

SUBJECT: Agenda Item No. 8(I)(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. 8(I)(1)
5-6-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF MUTUAL AID AGREEMENTS BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND PARTNER LAW ENFORCEMENT AGENCIES, AND SPECIFICALLY THE CITY OF MIAMI, RELATING TO PARTICIPATING IN JOINT OPERATIONS OF THE MULTI-AGENCY GANG TASK FORCE OF THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR DESIGNEE'S ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN

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

WHEREAS, in the conduct of day to day operations, the Miami-Dade Police Department works together with other law enforcement agencies at the federal, state, local, and/or regional levels to investigate and apprehend individuals who are engaged in criminal gang activity,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of Mutual Aid Agreements between Miami-Dade County, through the Miami-Dade Police Department, and it's partner law enforcement agencies relating to participating in joint operations of the Multi-Agency Gang Task Force of the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof relating to the City of Miami, and authorizes the County Mayor or County Mayor's designee to execute substantially similar memoranda of understanding and agreements for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals, and

extensions of same, to exercise the cancellation provisions contained in the memoranda of understanding, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2014. 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
MIAMI-DADE COUNTY
AND
CITY OF MIAMI
FOR THE
MULTI-AGENCY GANG TASK FORCE

WHEREAS, it is the responsibility of the governments of Miami-Dade County and the City of Miami to ensure the public safety of their citizens by providing adequate levels of police services; and

WHEREAS, Miami-Dade County and the City of Miami 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, this Mutual Aid Agreement is entered into by Miami-Dade County, by and through its department, the Miami-Dade Police Department and the City of Miami, by and through its department, the Miami Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", Miami-Dade County will be referred to as the "COUNTY", the City of Miami will be referred to as the "CITY", and when referred to collectively the COUNTY and CITY will be referred to as the "PARTIES", and where referred to singularly, the COUNTY or CITY may be referred to as a "PARTY"; and

WHEREAS, the purpose of this MAA is to allow the CITY to assist the COUNTY with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the CITY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

WHEREAS, the apprehension and prosecution of these criminals should reduce crime both inside and outside CITY limits regardless of where these criminals are ultimately apprehended; and,

WHEREAS, this MAA is separate from, and more specific in purpose than, the "Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance," signed by COUNTY and CITY representatives and due to expire on January 1, 2015 (Attachment 1).

NOW, THEREFORE, BE IT KNOWN that the COUNTY and the CITY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Director of the Miami-Dade Police Department and the Chief of Police of the Miami Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to 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 Mayor of the COUNTY, or the Mayor of the CITY, 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 Clerk of the Court for the COUNTY, and the Clerk of the CITY. This MAA 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 MAA.

2. Agency head: The Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the Miami Police Department, or the Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. TERMS AND PROCEDURES

1. Operations:
   a. The CITY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the COUNTY as required to assist the COUNTY to investigate, apprehend and prosecute those people who are engaging in the violent crime of robbery, and other violent crimes, outside of the jurisdictional boundaries of the CITY, however, the CITY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
   b. The agency heads, or their designees, shall establish procedures for giving control of the mission definition to the COUNTY, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the COUNTY.
2. Powers, Privileges, Immunities, and Costs:
   a. All employees of the City of Miami Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the City pursuant to a request for aid made in accordance with this MAA, 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.
   b. The party having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA 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 CITY shall compensate all of its employees rendering aid pursuant to this MAA and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
   d. All exemption 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 MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.
3. Indemnification: The CITY agrees to hold harmless, defend, and indemnify the COUNTY in any suit, action, or claim for damages resulting from any and all acts or conduct of

employees of the CITY while providing aid pursuant to this MAA, subject to Chapter 768, Florida Statutes, where applicable.

4. Forfeitures: Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The COUNTY shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of Miami-Dade Police officers and will be impounded in accordance with COUNTY procedures. The CITY must request its share of seized property in writing when the initial seizure documentation is provided to the Miami-Dade Police Department, Police Legal Bureau, or the CITY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. Conflicts: Any conflicts between this MAA and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the CITY shall be under the immediate command and direct supervision of a supervising officer designated by the Director of the Miami-Dade Police Department, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this MAA, 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 of the COUNTY, then such rule, regulation, policy, general order or procedure of the CITY 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 MAA, the Director or 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 Director or Chief of Police or designee should ascertain at a minimum:
   - The identity of the complainant;
   - An address where the complainant can be contacted;
   - The specific allegation; and;
   - The identity of the employees accused without regard as to agency affiliation.

   If it is determined during the investigation of a complaint that the accused is an employee of the CITY, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the CITY for administrative review. The COUNTY may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the COUNTY violated any of the COUNTY's policies or procedures.

SECTION IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE

1. In compliance with and under the authority of this MAA heretofore entered into by the COUNTY and the CITY, it is hereby declared that COUNTY is requesting assistance

from the CITY to investigate, apprehend and prosecute those people who are engaging in the violent crime of robbery, and other crimes, outside of the jurisdictional boundaries of the CITY.

2. A deputy sheriff or police officer of either the COUNTY or the CITY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The CITY agrees to provide personnel to the COUNTY to achieve the purposes of this MAA. CITY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the COUNTY through the Miami-Dade Police Department.
4. The COUNTY and the CITY 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 the COUNTY. 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 MAA.
   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. SCHEDULE OF WORK HOURS: Work hours may vary to meet operational needs.
8. INFORMANTS: Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
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 first consulting with the appropriate supervisor of the Miami-Dade Police Department. Subsequent to the consultation, officers acting pursuant to the MAA 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 most, if not all access, 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 be in effect from the date of signing, through and including, January 1, 2015. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the chief executive official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 20__

FOR MIAMI-DADE COUNTY:

_____

Carlos A. Gimenez Date
Mayor

_____

J.D. Patterson Date
Director, Miami-Dade Police Department

FOR THE CITY OF MIAMI:

_____

Johnny Martinez, City Manager Date
Mayor

_____

Manuel Orosa, Chief Date
Miami Police Department

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