

MEMORANDUM

Agenda Item No. 8(I)(3)

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

DATE: October 7, 2014

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

SUBJECT: Resolution authorizing execution
of Memorandum of Agreement
between the Department of State,
the Bureau of Diplomatic
Security, and Miami-Dade
County

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

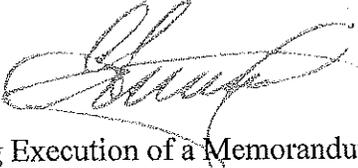
RAC/cp

Memorandum



DATE: October 7, 2014

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

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of a Memorandum of Agreement between the Department of State, Bureau of Diplomatic Security, and Miami-Dade County

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 the Memorandum of Agreement between the Department of State, Bureau of Diplomatic Security, and Miami-Dade County, through its department, the Miami-Dade Police Department.

Scope

The Memorandum of Agreement will provide services as necessary to assist the Department of State within Miami-Dade County.

Fiscal Impact/Funding Source

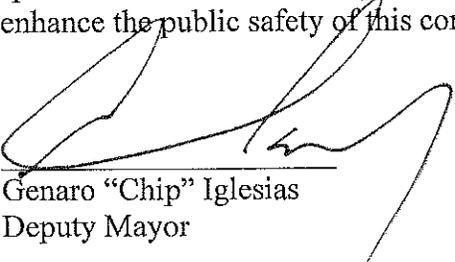
There is no fiscal impact to the County.

Track Record/Monitor

The entity involved is the Miami-Dade Police Department, and specifically, Major Thomas "Pat" Hanlon of the Special Patrol Bureau. Major Hanlon will track and monitor the agreement.

Background

The Department of State, Bureau of Diplomatic Security has a long history of partnering with the Miami-Dade Police Department. This partnership is especially important to the Department of State which depends upon the Miami-Dade Police Department to assist with protection of both visiting and resident foreign officials and other visiting Department of State officials, such as the Secretary of State, within the jurisdiction of Miami-Dade Police Department, i.e. Miami-Dade County. This Memorandum of Agreement establishes protocols for the Miami-Dade Police Department to provide assistance to the Department of State and also for providing extraordinary protective services for these officials. In addition, the Agreement also establishes the policies and procedures for reimbursement of these specialized services. Through this federal partnership, the Miami-Dade Police Department is able to enhance the public safety of this community.


Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(I)(3)

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)(3)
10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF STATE, THE BUREAU OF DIPLOMATIC SECURITY, AND MIAMI-DADE COUNTY, THROUGH ITS DEPARTMENT, THE MIAMI-DADE POLICE DEPARTMENT RELATING TO ESTABLISHING PROTOCOLS AND PROVIDING ASSISTANCE TO THE DEPARTMENT OF STATE, THE BUREAU OF DIPLOMATIC SECURITY TO PROVIDE EXTRAORDINARY PROTECTIVE SERVICES FOR VISITING AND RESIDENT FOREIGN OFFICIALS WITHIN THE JURISDICTION OF MIAMI-DADE COUNTY, AND OTHER VISITING OFFICIALS, SUCH AS THE SECRETARY OF STATE, ALSO ESTABLISHING POLICIES AND PROCEDURES FOR REIMBURSEMENT OF THESE SPECIALIZED SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE 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, the Department of State has a long history of partnership with the Miami-Dade Police Department,

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 a Memorandum of Agreement between the Department of State and Miami-Dade County, by and through its department, the Miami-Dade Police Department, especially as relates to establishing protocols

for the Miami-Dade Police Department to provide assistance to the Department of State and providing extraordinary protective services for visiting and resident foreign officials within the jurisdiction of Miami-Dade Police Department, i.e. Miami-Dade County, and other visiting officials, such as the Secretary of State, and also as relates to establishing policies and procedures for reimbursement of these specialized services, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute memoranda of agreement 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
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

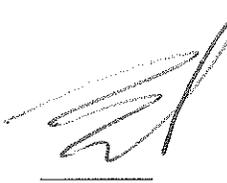
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

**MEMORANDUM OF AGREEMENT
FOR THE
PROTECTION OF FOREIGN MISSIONS AND OFFICIALS
(PFMO)
BETWEEN
THE BUREAU OF DIPLOMATIC SECURITY
AND
MIAMI-DADE COUNTY**

1. Purpose

- 1.1 The purpose of this Memorandum of Agreement (MOA) is to delineate the responsibilities of the parties for the Protection of Foreign Missions and Officials (PFMO) pursuant to the Foreign Missions Act of 1982.
- 1.2 This MOA is hereby entered into between the Department of State, Bureau of Diplomatic Security (hereafter referred to as the "Bureau"), headquartered at 1801 N. Lynn Street, Arlington, VA 22209, and the Miami-Dade County, by and through its Police Department, the Miami-Dade Police Department, (hereafter referred to as "MDPD") headquartered at 9105 N.W. 25th Street, Doral, FL 33172..
- 1.3 This MOA is to assist the Bureau in accordance with the terms and conditions as set forth herein.

2. Scope

- 2.1 Under this agreement, the MDPD shall provide extraordinary protective services, as hereafter defined for visiting or resident foreign officials and official facilities, and international organizations. "Extraordinary protective services" means activities responsive to the existence of a threat of violence, or other circumstance, as determined by the Bureau in consultation with the MDPD, that requires extraordinary security measures that significantly exceed those which law enforcement authorities would ordinarily be expected to undertake. This agreement shall not include ordinary police deployments of

personnel and equipment associated with normal police functions for civilian populations and facilities located within the jurisdiction of the MDPD.

2.2 Upon specific request by a designated official of the Bureau, the MDPD shall provide extraordinary protective services (see Section 2.1.) for both visiting and resident foreign officials and their facilities located within the jurisdiction of the MDPD, as follows:

- 2.2.a Administrative Program Support
- 2.2.b Area Patrols
- 2.2.c Bomb Sweeps
- 2.2.d Demonstrations
- 2.2.e Regular Fixed Posts
- 2.2.f Specialized Support equipment, such as for hazardous materials
- 2.2.g Supplemental Fixed Posts
- 2.2.h Visiting and Residential Foreign Official Escort Details

2.3. No services as stated in section 2.2 shall be provided if the MDPD concludes that sufficient resources to provide such services are unavailable.

3. Background

Services provided for PFMO were previously performed under a Cooperative Agreement between the Bureau and the MDPD. This MOA replaces that Cooperative Agreement.

4. Responsibilities

4.1 The Bureau shall, in consultation with the MDPD:

- 4.1.a Identify an extraordinary protective services need that qualifies for Federal reimbursement.
- 4.1.b Appoint a Miami Field Office (MFO) Protective Liaison Program Manager who will issue the request for assistance. These individuals shall maintain liaison

with the MDPD during the qualifying period for reimbursement as required for such services.

- 4.1.c Discuss and agree to qualifying extraordinary protective services with the MDPD, determine the level of protection required, and define the specific reimbursable requirements for personnel and equipment.
 - 4.1.d Coordinate on monitoring the relevant threat(s) and the related support activities within the scope of the above objectives.
 - 4.1.e Determine whether or not an extraordinary protective services deployment qualifies for Federal reimbursement.
- 4.2 Nothing in this MOA shall be construed to preclude or limit in any way the authority of the United States Secret Service to provide extraordinary protective services pursuant to Section 202 of Title 3 or Section 3056 of Title 18 at a level commensurate with protective requirements as determined by the United States Secret Service.
- 4.3 The MDPD shall provide extraordinary protective services for protective operations in support of visiting and resident foreign officials in accordance with the terms of the request for assistance.

5. Funding

- 5.1 The Bureau shall make reimbursements to the MDPD for qualified extraordinary protective services provided during the agreement year, subject to the Congressional appropriations for this purpose, and applicable federal laws and regulations. Taking into consideration applicable federal laws and regulations concerning the obligation of appropriated funds and the necessity to have legally available appropriations, the Bureau will advise the MDPD at the beginning of the fiscal year what amount of funding it expects to have available for reimbursement to the MDPD for extraordinary protective services during the succeeding year. If additional funds for this

purpose become available during the fiscal year, the Bureau will use some or all of the funds to reimburse MDPD.

- 5.2 Reimbursements shall be made in accordance with MDPD's schedule of wages and rates attached as Exhibit A, and hereby made a part of this agreement. This schedule shall include personnel labor rates, equipment, support services, and any other allowable items related to extraordinary protective services, as approved by the Bureau. The MDPD's negotiated, published rates and any changes, resulting in renegotiations or projected escalation, shall be accepted without modification to this agreement but shall be provided to the Bureau for informational purposes.
- 5.3 The MDPD shall notify the Bureau, in writing, of any changes to the established hourly wage schedule for its law enforcement personnel, as well as any changes in other costs related to extraordinary protective services. No changes or modifications to the wage schedules shall impact the total amount of available funds for this program.
- 5.4 All required resources shall be described in a request for assistance. Both parties shall agree to the skills, labor-hours and estimated costs for any deployment by the MDPD. All approved expenditures under this agreement shall be for costs incurred during the period of the request for assistance.

6. Reimbursements

- 6.1 The MDPD shall submit a request for reimbursement with an accounting of costs, within 180 days from the expiration or termination of the request for assistance, to the MFO Protective Liaison Program Manager.

For costs that the MDPD can determine at the time, or soon after, it provides the relevant extraordinary protective service (Section 2.2), such as costs pertaining to Administrative Program Support and Regular Fixed Posts, the MDPD may submit a request for reimbursement with an accounting of costs shortly after providing the service, and the Bureau will begin processing the request right away.

Such requests should include the costs for at least 30 days of the relevant service.

6.2 The MDPD will be notified of the approved amount for reimbursement within 30 days after submission of the bill unless extended by mutual agreement. All reimbursements under this MOA shall be made by electronic transfer to the financial institution designated by the MDPD.

7. Requests for Assistance

The Bureau shall request all extraordinary protective services in the form of a request for assistance. Each request for assistance shall be in effect for a period not to exceed ninety (90) days. At the end of the 90 days, the request for assistance may be renewed for an additional thirty (30) days upon approval by the Bureau and the MDPD. All requests for extensions shall be made in writing upon the other party at least one week prior to the expiration date set forth in the request for assistance.

8. Reporting Requirements

8.1 Performance Reports

A narrative report shall be prepared by the MDPD and forwarded to the MFO Protective Liaison Program Manager after completion of each Bureau request for extraordinary protective services. MDPD's report should describe and evaluate the extraordinary protective services provided, and address PFMO recommendations for improvements in future operations.

8.2 Financial Records: Inspection

The MDPD shall maintain financial records that are supported by documentation in accordance with generally acceptable accounting practices. Such records are subject to audit by the Bureau, or as directed by the Bureau. All required financial records should be kept for inspection with the MDPD for a minimum of seven years after the billing period.

9. Amendments

- 9.1 This MOA shall remain in effect and may be modified at any time by a written amendment executed by both parties.
- 9.2 In the event the MDPD effects any change to this agreement at the direction of any person other than the SAIC, Protective Liaison Division, Washington, DC, the changes will be considered to have been made without authority. In such case, no reimbursements will be made to cover any costs resulting from work or services performed.

10. Resolution of Disputes

- 10.1 In the event of a dispute arising under or pertaining to any provision of the MOA or the performance thereof, the process to resolve the dispute is as follows:
 - 10.1.a The MDPD shall submit a claim in writing to the SAIC, Protective Liaison Division, Washington, DC, through the MFO Protective Liaison Program Manager.
 - 10.1.b The SAIC, Protective Liaison Division, Washington, DC, through the MFO Protective Liaison Program Manager, shall issue a written decision on the claim within 30 days of receipt, unless the time for such decision is extended by mutual agreement of the parties.
 - 10.1.c If the MDPD is dissatisfied with the SAIC, Protective Liaison Division, Washington, DC resolution of the claim, or any part thereof, the SAIC, Protective Liaison Division, Washington, DC, decision may be appealed to the Assistant Secretary for Diplomatic Security, within 30 days of receipt. (See the address for the Bureau in Section 1.2)
 - 10.1.d The Assistant Secretary for Diplomatic Security, after obtaining written or oral statements and documentary or other evidence from MDPD and the MFO Protective Liaison Program Manager as deemed appropriate, will

resolve the matter with a written determination that will constitute the final administrative action on the claim.

11. Termination

Either party may terminate the agreement by written notification within 90 days. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response.

The MDPD must not incur new obligations after the effective date of the termination.

12. Entire Agreement

This MOA constitutes the entire agreement of both parties concerning reimbursement for extraordinary protective services. It replaces any previous or existing agreement or understanding, whether written or oral, existing between the parties concerning any matter addressed herein.

13. Department of State Contacts

13.1 The Protective Liaison Special Agent in Charge (SAC) is responsible for all administrative and financial aspects of this MOA and is authorized to renegotiate, amend and terminate this MOA. In addition, the Protective Liaison Program Manager is responsible for administrative liaison with the MDPD. The Protective Liaison Program Manager is authorized to approve changes to any of the requirements in the MOA. Contact information is:

Michael J. Van Buskirk, Special Agent In Charge
U.S. Department of State
DS/DSS/PL
3507 International Place, N.W.
Washington, DC 20522-3303
Tel: 202-895-3644
Fax: 202-895-3613
Email: vanbuskirkmj@state.gov

13.2 The Protective Liaison Program Manager in Washington, D.C. is responsible for the program and technical aspects of the agreement, and reviews and forwards correspondences for final approval to the SAC. Contact information is:

Robert L. Cieslinski
U.S. Department of State
DS/P/PL
3507 International Place, N.W.
Washington, DC 20522-3303 (US Mail) or 20008 (FEDEX)
Tel: (202) 895-3607
Email: cieslinskirl@state.gov

13.3 The MFO Protective Liaison Program Manager is responsible for guidance on all requests for extraordinary protective services. This person is the principal point of contact for the Bureau, for operational security concerns. The MFO Protective Liaison Program Manager issues all requests for assistance and certifies the qualifications for claims for reimbursement prior to forwarding to the Protective Liaison Program Manager. Contact information is:

Daniel Engledowl
U. S. Department of State
1645 Biscayne Boulevard, Suite 310
Miami, FL 33132
Tel: 305-810-5850
Email: EngledowlDP@state.gov
Tel: (305)810-5850

14. References

14.1 Legal Authorities

- 12 Foreign Assistance Manual Section 210
- 31 Code of Federal Regulations Part 13
- Title 22 US Code, Part 4301 - 4316 (1984) under the Foreign Missions Act of 1982

15. Signatories

US Department of State:

Miami-Dade County

for Management

Carlos A. Gimenez, Mayor
Miami-Dade County

Date

Date

Executive Director

J.D Patterson, Director
Miami-Dade Police Department

Date

Date

Gustavo Knoepffler
Chief Financial Officer
Miami-Dade Police Department

Date