MEMORANDUM

Agenda Item No. 8(I)(2)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 5, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution ratifying the execution by the County Mayor of Memorandum of Understanding between the United States Marine Corps and Miami-Dade County, and the notification of training for the United States Marine Corps to conduct training activities within Miami-Dade County; and authorizing the County Mayor to exercise the provisions contained therein, including execution of Notifications of Training

The accompanying resolution was prepared by Miami-Dade Police Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Sally A. Heyman and Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum

MIAMI-DADE COUNTY

DATE: May 5, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Ratifying Execution a Memorandum of Understanding and Notification of Training for Training Activities between Miami-Dade County and the United States Marine Corps, and Authorizing Execution of Subsequent Notifications of Training for Additional Training Activities

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Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the County Mayor or County Mayor's designee action in executing the Memorandum of Understanding between the United States Marine Corps and Miami-Dade County, by and through its department, the Miami-Dade Police Department, for the United States Marine Corps to conduct training activities within Miami-Dade County, and ratify the execution of the Notification of Training for training activities that concluded on February 27, 2015. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute subsequent Notifications of Training for additional training activities, and to exercise the termination provisions contained in the Memorandum of Understanding. The Memorandum of Understanding for this training partnership is effective for a period of three (3) years from the date of the final signatory.

Scope

The training exercises conducted by the United States Marine Corps will occur within Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Acting Major Janna Bolinger-Heller, of the Miami-Dade Police Department Homeland Security Bureau, will track and monitor the Memorandum of Understanding and Notifications of Training.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute subsequent Notifications of Training for additional training activities between the United States Marine Corps and the County over the three (3) year period of the Memorandum of Understanding. The County Mayor or County Mayor's designee is authorized to exercise the termination provisions contained in the Memorandum of Understanding. Any modifications to the Memorandum of Understanding require approval of the Board of County Commissioners.

Background

Ratification of the County Mayor or County Mayor's designee action to execute the Memorandum of Understanding and the Notification of Training is necessary because the training schedule from the

United States Marine Corps did not allow time to submit the Resolution to the Board of County Commissioners prior to the training exercises being conducted.

The United States Marine Corps conducts training exercises in various locations throughout the United States. This Memorandum of Understanding memorializes the partnership between the United States Marine Corps, specifically the Special Operations Command, and Miami-Dade County. The Memorandum of Understanding grants authority to the United States Marine Corps Special Operations Command to conduct training exercises locally in Miami-Dade County. The training exercises will be coordinated with the Miami-Dade Police Department, and will involve military personnel, government civilian workers, and contractors. Private citizens will not be part of or involved in the training exercises. This is a significant and important partnership for Miami-Dade County and the Miami-Dade Police Department.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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

SUBJECT: Agenda Item No. 8(I)(2)

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)(2)
5-5-15

RESOLUTION NO. _____

RESOLUTION RATIFYING THE EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES MARINE CORPS AND MIAMI-DADE COUNTY, AND THE NOTIFICATION OF TRAINING FOR THE UNITED STATES MARINE CORPS TO CONDUCT TRAINING ACTIVITIES WITHIN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING EXECUTION OF NOTIFICATIONS OF TRAINING

WHEREAS, the 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 ratifies the execution by County Mayor or County Mayor's designee of the Memorandum of Understanding between the United States Marine Corps and Miami-Dade County for the United States Marine Corps to conduct training activities within Miami-Dade County and the Notification of Training for training activities that were concluded on February 27, 2015, both in substantially the form attached hereto as Exhibits 1 and 2, respectively, and made a part hereof, and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in the Memorandum of Understanding, including execution of Notifications of Training as set forth therein. Any modifications to the Memorandum of Understanding shall require approval by this Board.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

EXHIBIT #1

UNITED STATES MARINE CORPS
U.S. MARINE CORPS FORCES
SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NORTH CAROLINA 28542-0116

IN REPLY REFER TO:
3307

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)
and
MIAMI-DADE COUNTY, FLORIDA and MIAMI-DADE POLICE DEPARTMENT-
(MIAMI-DADE)

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the Miami-Dade County, Florida and Miami-Dade Police Department, hereinafter "Miami-Dade" for MARSOC to conduct training within Miami-Dade's jurisdiction. MARSOC requests that Miami-Dade grant MARSOC the authority to periodically conduct required training within Miami-Dade. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. Miami-Dade hereby agrees to permit members of MARSOC (to include all military, civilian and contractor support personnel) to conduct military training, to include surveillance, boat handling, dive training, boat interdiction, advanced communications, raid, reconnaissance, Convoy, Foot Movement of troops and Equipment, Drop Zone, Landing or Pick up Zone, other helicopter operations, and other required training necessary to develop special operations skills, within the boundaries of Miami-Dade County. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training of or with Miami-Dade Police Department personnel will comply with all federal laws and Department of Defense orders and regulations. Any training to be conducted on private property in the above mentioned county will be coordinated with and approved by the property owners involved. This approval is subject to the following:

a. This MOU becomes effective upon execution by Miami-Dade and MARSOC and will run for three (3) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOU recognizes that MARSOC intends to conduct training in Miami-Dade on multiple occasions over that time period. Prior to conducting any training, MARSOC will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training personnel points of contact, specific types of training to be conducted, areas to be utilized during training, and dates of intended usage (see enclosures (1) and (2)). The information will be provided in order to give the county of Miami-Dade the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by MARSOC to provide written notice at least thirty (30) days in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, MARSOC will conduct daily liaison with the designated law enforcement personnel.

b. MARSOC shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. 31 U.S.C. Sect. 1341, "The Anti-Deficiency Act", prohibits open-ended indemnification and "hold harmless agreements" by the U.S. Government. However, sovereign immunity is waived if any damages do occur, in order to hold the federal government liable. The U.S. Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. 2733, as applicable, for any injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. The FTCA, and supporting case law, provides several means of recovery for negligent acts of Government personnel. The injured party may submit a claim directly against the U.S. Government; a defendant may implead the U.S. Government as a third-party tortfeasor; or a defendant may later pursue the U.S. Government in a separate indemnity action or claim submission, for any amounts paid to the injured party due to negligence of the U.S. Government. A perfected claim requires a completed U.S. Government Standard Form 95 and proof substantiating the claimed amount. Other documentation may be required on a case by case basis. Claims packages may be submitted to the below offices by

email, fax, or standard mail. For required documents, see http://www.jag.navy.mil/organization/code_15_packets_forms.htm. Claims packages may be submitted to the Camp Lejeune Office by standard mail.

Commanding General
LSSS-E (Claims)
PSC Box 20005
MCIEAST-MCB
Camp Lejeune, NC 28542-0005

3. For all training exercises, MARSOC, via the officer in charge (OIC) of the exercise, will ensure that local law enforcement is informed of all areas, times and dates that will be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARSOC staff will embed a liaison element within the Miami-Dade Police Department that will notify the requisite elements of the Miami-Dade Police Department of any activity within each district. MARSOC instructors will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The Miami-Dade Police Department will intervene and act as they deem necessary to handle and resolve any situation.

4. Unless otherwise agreed upon in writing, MARSOC training activities in the Miami-Dade will be low-impact and low-visibility. MARSOC activities are not likely to attract undue attention nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. In the event that a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any personnel conducting training about their activities, the personnel conducting training will provide an Exercise Participant Card and Military Identification Card. The personnel conducting training will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all personnel conducting training will comply with instructions from local law enforcement officials and will immediately inform their OIC.

5. Prior to the start of the exercise, MARSOC members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by the Marines conducting this training. Tactical vehicles, Rental, and/or government plated vehicles consisting of sedans, mini-vans, and sport utility vehicles will be utilized during this training.

6. MARSOC personnel conducting training will not conduct concealed carry of firearms at any time during training. MARSOC personnel will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during the course of active training in Miami-Dade without advance notice to Miami-Dade.

a. "Active training" does not include transportation of weapons between training locations.

b. MARSOC may be permitted to carry firearms, simulated firearms, or pyrotechnic devices on a case-by-case basis. Notification will take place four weeks prior to the commencement of any exercise activity within Miami-Dade. MARSOC will coordinate with Miami-Dade Police Department detailing the starting and ending point of each movement, time of movement, activities to be exercise, make/model/license plate of vehicles, and number of personnel executing activity. Miami-Dade maintains the right to refuse to permit the desired activity. Any refusal will be provided by Miami-Dade in writing within two weeks after receipt of the notification of the exercise.

7. All MARSOC personnel will be in civilian attire or military uniforms; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All MARSOC personnel conducting training and exercise staff will obey all traffic laws and posted speed limits. At no time will MARSOC personnel engage in any activity that will put themselves or others in danger, and they will obey all orders from civilian law enforcement agencies. The training exercise will culminate when all exercise participants have departed the Miami-Dade area. The MARSOC OIC will notify the Miami-Dade Police Department upon completion of the exercise. The MARSOC OIC will provide Miami-Dade a signed copy of this document and a copy of the notification for each training event for the record.

8. <u>Modification or Termination</u>

a. Modifications to this MOU must be in writing and signed by authorized representatives of Miami-Dade and MARSOC. The

representative for MARSOC can be contacted at MARSOC ATTN: Office of the Staff Judge Advocate, PSC Box 20116 Camp Lejeune, NC 28542-0116; or via phone at 910-440-0928. The representative for the office of Miami-Dade, Acting Major Janna Bolinger-Heller, of the Miami-Dade Police Department, can be contacted via phone at 305-470-3900, and via email at jbh@mdpd.com.

b. This MOU shall remain in effect for three (3) years from the date of execution of the last signing party. Both Miami-Dade and MARSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

JOHN J. FITZGERALD
Deputy Chief of Staff, MARSOC

Date:_____

Carlos A. Gimenez
Mayor
Miami-Dade County
Date:_____

J.D. Patterson
Director
Miami-Dade Police Department
Date: 3/11/15

11

UNITED STATES MARINE CORPS
MARINE SPECIAL OPERATIONS REGIMENT
U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND
PSC BOX 20119
CAMP LEJEUNE, NC 28542-0119

EXHIBIT #2

IN REPLY REFER TO:

NOTIFICATION OF TRAINING
FROM
U.S MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND
TO
THE COUNTY OF MIAMI-DADE, FLORIDA AND THE MIAMI-DADE POLICE DEPARTMENT

Subj: NOTIFICATION OF TRAINING

1. PURPOSE. The purpose of this notification is to notify County of Miami-Dade and the Miami-Dade Police Department of MARSOC's intent to conduct training within the boundaries of Miami-Dade, Florida

2. NOTICE. From 23 February 2015 through 27 February 2015, the County of Miami-Dade and the Miami-Dade Police Department acknowledges MARSOC's intent to conduct training within the boundaries of Miami-Dade County pursuant to the Memorandum of Understanding between MARSOC and the County of Miami-Dade and the Miami-Dade Police Department expiring on 23 February 2018.

3. SCOPE. There will be approximately 22 MARSOC Marines and other exercise participants conducting weapons training, maritime and scout swimmer training, and reconnaissance and surveillance training in accordance with the training schedule outlined in the MOU. The Marines will be conducting training from approximately 0800 and 2200 each day. Training will be conducted in and around Miami-Dade County. Marines participating in the training will travel in and around the area by rental vehicle and will wear camouflage utilities. Blue/Rubber Training Weapons as well as live weapons will be used during this training; no pyrotechnics will be used. Prior to the start of the training, the Marines will be thoroughly briefed on the safety plan.

4. All personnel will be operating under official government orders and will be able to produce a government identification card and exercise participant's card at all times. All MARSOC personnel will obey all traffic laws and posted speed limits. At no time will MARSOC personnel engage in any activity that will place themselves or others in danger and they will obey all orders from civilian law enforcement agencies. MARSOC will maintain a signed copy of this document in each vehicle.

5. Effective Approval Date: Please sign below and return to the address above within 14 days of receipt or contact the listed point of contact for any coordination concerns.

6. The point of contact in regards to this matter is Captain Brian Kerrebrock, Team Commander. He can be reached at 760 685 3878.

Captain Brian Kerrebrock Date
Team Commander, 1st MSOB

Carlos A. Gimenez Date
Mayor
Miami-Dade County

J.D. Patterson 3/11/15 Date
Director
Miami-Dade Police Department