MEMORANDUM

Agenda Item No. 8(I)(2)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	July 6, 2016
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving the terms and authorizing the County Mayor to execute the Memorandum of Understanding with the partner agencies of the Child Protection Investigations Project, including the Florida Department of Children and Families, Miami-Dade Office of the State Attorney, 11th Judicial Circuit, the Lodge, Our Kids, and Miami-Dade County through the Miami-Dade Police Department, to collaborate with these partner agencies to address the problem of domestic violence and child abuse

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: July 6, 2016

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

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Memorandum of Understanding between Partner Agencies of the Child Protection Investigations Project and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve and authorize the County Mayor or County Mayor's designee action to execute the Memorandum of Understanding (MOU) between the local partner agencies of the Child Protection Investigations Project which includes the Florida Department of Children and Families, Miami-Dade Office of the State Attorney, 11th Judicial Circuit, The Lodge (a certified domestic violence center), Our Kids, and Miami-Dade County, through the Miami-Dade Police Department (MDPD). This MOU will authorize the MDPD to collaborate with these agencies to address domestic violence and child abuse, coordinate services, and work together in accordance with the roles and responsibilities as detailed in the MOU. In addition, the MOU will be effective for a period of one (1) year from date of signing.

Scope

This MOU will authorize the MDPD to collaborate with partner agencies of the Child Protection Investigations Project.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the MOU between the local partner agencies of the Child Protection Investigations Project and Miami-Dade County, and to execute any renewals and amendments that may be necessary. Amendments may be necessary, as this MOU is developed as part of grant funding and grants frequently require amendment(s).

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Eleasa Brown Thompson, Major of the MDPD's Special Victims Bureau, will track and monitor this MOU.

Background

The primary goal of the Child Protection Investigations Project is to bridge the gap between child welfare and domestic violence service providers to enhance family safety, create permanency for children, reduce removals of children from non-offending parents, and hold batterers accountable. This project operates under the technical guidance, requirements, and funding of the Florida Coalition Against Domestic Violence.

Grant funding from the Florida Coalition Against Domestic Violence to The Lodge provides partial support for this initiative. A signed MOU with the partner agencies is a requirement to secure these funds. The terms of the MOU address information sharing, as well as partnership policies, procedures, and operational protocols.

The Lodge is preparing a grant application to the Florida Coalition Against Domestic Violence to request funding to support the Child Protection Investigations Project locally. This resolution requests ratification to allow for a timely grant submission.

According to the Florida Coalition Against Domestic Violence, positive family outcomes are more likely to occur when child welfare personnel work together. Miami-Dade County, through the MDPD, and its Special Victims Bureau, will participate in this important inter-agency collaboration to provide vital coordinated services to these children and families in order to impact positive family outcomes.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: July 6, 2016

FROM: Abigail Price-Williams
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**

_____ **Statement of social equity 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)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE PARTNER AGENCIES OF THE CHILD PROTECTION INVESTIGATIONS PROJECT, INCLUDING THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, MIAMI-DADE OFFICE OF THE STATE ATTORNEY, 11TH JUDICIAL CIRCUIT, THE LODGE, OUR KIDS, AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT, TO COLLABORATE WITH THESE PARTNER AGENCIES TO ADDRESS THE PROBLEM OF DOMESTIC VIOLENCE AND CHILD ABUSE; AND AUTHORIZING THE EXECUTION OF AMENDMENTS WHICH MAY BE REQUIRED BY LAW, AND TO EXERCISE ANY AND ALL PROVISIONS 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 approves the terms and authorizes the execution by the County Mayor or the County Mayor's designee of the Memorandum of Understanding between the partner agencies of the Child Protection Investigations Project, including the Florida Department of Children and Families, Miami-Dade Office of the State Attorney, 11th Judicial Circuit, The Lodge (a certified domestic violence center), Our Kids, and Miami-Dade County, through the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute amendments which may be required by law and to exercise any and all provisions contained in the Memorandum of Understanding, for and on behalf of Miami-Dade County.

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 6th day of July, 2016. 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. MP

Matthew Papkin

FCADV
Florida Coalition Against Domestic Violence

CHILD PROTECTION INVESTIGATIONS PROJECT: MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to coordinate services of the Child Protection Investigations (CPI) Unit of the Department of Children and Families (DCF), Our Kids (CBC), the 11Th Judicial Circuit Office of the State Attorney (SAO), Miami-Dade County, through the Miami-Dade Police Department (MDPD) and Victim Response Inc. d/b/a The Lodge domestic violence center in Miami-Dade County through partnership and collaboration. By participating in this agreement, all partners are expressing their commitment to work as equals within their own unique roles to accomplish their mission, while understanding that addressing the overall problem of domestic violence and child abuse requires a respectful, shared response.

I. DESCRIPTION OF PARTNERS

Victim Response Inc. d/b/a The Lodge owns and operates The Lodge state certified domestic violence center. The Lodge provides comprehensive services to adult survivors of domestic violence and their children in Miami-Dade County. The Lodge will serve as a catalyst of social change to transform our community and champion the human rights of survivors of gender violence and their dependents. This mission will be accomplished by our continued efforts to create, develop and support a comprehensive shelter system which promotes safety and independence. Through the efforts of advocacy, education, leadership, and prevention, we will promote healthy relationships.

The Department of Children and Families is responsible for fulfilling the agency mandate to ensure the protection of children as directed by Florida Statutes and Administrative Rules in the following locations:

North: 100 Opa-locka Boulevard, Miami, FL
Central: 401 NW 2 Avenue Miami, FL
South: 12195 Quail Roost Drive, Miami FL

It is the mission of the Department of Children and Families (DCF) to work in partnership with local communities to protect the vulnerable, promote strong and economically self-sufficient families, and advance personal and family recovery and resiliency.

Our Kids (CBC) serves as the lead agency for Community Based Care agencies and provides administrative and child welfare services directly and through subcontracting in Miami-Dade and Monroe County. It is the mission on Our Kids to oversee and direct a coordinated system of care in order to deliver excellence to abused, abandoned, and neglected children and their families within Miami-Dade and Monroe counties.

Miami-Dade Police Department is responsible for enforcing state and local laws and ordinances in Miami-Dade County. It is the mission of Miami-Dade Police Department to promote a safe and secure environment free from crime and the fear of crime; to maintain order; to provide for the safe and expeditious flow of traffic, and to practice our core values of integrity, respect, service, and fairness. The Miami-Dade Police Department's vision is to be the model law enforcement organization in the nation by blending strategic planning with community concerns.

11th Judicial Circuit State Attorney's Office (State Attorney's Office) represents the state of Florida in criminal prosecutions and lawsuits in its principal offices at 1350 N.W. 12th Avenue, Miami, FL 33136-2111. The State Attorney's Office has several specialized domestic violence units. *The Felony Domestic Crimes Unit* was first established in 1986. The *Misdemeanor Domestic Violence Unit* was established in November 1992. The *Misdemeanor Domestic Violence Unit* handles misdemeanor cases, pre-files, and all domestic violence arrests to determine what cases are going to be prosecuted and what cases qualify for pre-trial diversion. The unit provides the victims with referral information, including information regarding shelter services and injunctions for protection, and they connect the victim with services available in the community. *The Domestic Assessment Response Team* (D.A.R.T) is part of the *Victim Witness Services Unit* which assists victims of domestic violence involved in domestic violence felony cases. *Victim Access Network* (V.A.N.) is an automated information system which allows every crime victim to get information 24 hours a day via phone on the progress/status of their case and the custody status of the defendant. *Mobile Operation Victim Emergency Services* (M.O.V.E.S.) assists with felony domestic violence arrests. The victim is transported to the office where trained paralegals are on site during evening hours to take victim and witness statements of the incident, assess the victim's needs, provide shelter information, provide transportation if needed, and provide information about obtaining an injunction for protection against domestic violence.

II. HISTORY OF RELATIONSHIP

The Lodge, the Department of Child and Families, Our Kids (CBC), Miami-Dade Police Department, and State Attorney's Office have a demonstrated history of successful collaborations. The Lodge has had a working partnership with the Department of Children and Families since 2012, with Our Kids (CBC) since 2005, with the Miami-Dade Police Department since 2004 and with the State Attorney's Office since 2004.

Department of Children and Families: The Lodge and DCF are both members of the Domestic Violence and Sexual Assault Council of Greater Miami (DVSAC) which was established in 2004 to improve system response and services for victim of domestic violence and sexual assault. The Lodge has had a Memorandum of Understanding with DCF since 2011. The Lodge took part in early trainings presented by DCF for the Transformation Pilot Project in 2012. In 2013 The Florida Coalition Against Domestic Violence (FCADV) funded the Child Protective Investigator Transformation Project (CPI Project) which initially funded two domestic violence project advocates who were co-located at two DCF Child Protective Investigator offices. In 2014 FCADV provided The Lodge with additional funding for a third project advocate. As a result of this funding there is a domestic violence Project advocate co-located at each of the DCF offices listed above. The project advocates provide technical assistance and consultation to child protection investigators where domestic violence is identified. Advocates also provide services such as information and referral, advocacy, safety planning, and child assessments, as applicable to victims with open diversion and dependency cases.

Our Kids: The Lodge has had an MOU with Our Kids (CBC) since 2005. Our Kids (CBC) has done trainings at The Lodge on their services procedures and ways to strengthen collaboration between the two agencies. The Lodge is on call to Our Kids (CBC) after hours on difficult cases.

Miami-Dade Police Department: The Lodge and the Miami-Dade Police Department are charter members of the DVSAC which was established in 2004. The Lodge and Miami-Dade Police Department served on the DVSAC Law Enforcement Response Committee and the DVSAC Sexual Assault Response Committee. The Sexual Assault Response Committee developed policies and procedures to implement the Miami-Dade County Sexual Assault Response Team (SART). The Lodge and Miami-Dade Police Department have been, and continue to be, partners on the U.S. Department of Justice/Office of Violence Against Women (OVW) Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program since 2006.

State Attorney's Office: The Lodge and the State Attorney's Office have had a close collaboration since The Lodge was established in 2004. The Lodge and the State Attorney's Office are charter members of the DVSAC; one representative of the State Attorney's Office and The Lodge has continually served on the DVSAC Executive Committee. The Lodge has had an MOU with the State Attorney's Office since 2005. The State Attorney's Office refers victims to The Lodge for services and assistance including monetary stipends provided by the Denise Moon Fund.

III. ROLES AND RESPONSIBILITIES

The Lodge and Partnering Agencies will work together in the Child Protective Investigations (CPI) Project as indicated:

1. DCF will provide cubicle space at its offices located in the South Dade, Opa-Locka, and Downtown for co-location of child protective investigators with the domestic violence advocates. Conference room space may be used by the domestic violence advocate if available.

2. Leadership from all partners to this agreement will meet initially to develop protocols for screening, serving, and referring cases involving domestic violence. Each partner will ensure that the appropriate supervisors also attend the meeting(s) to establish communication procedures and guarantee consistent messaging with all staff involved with the project.

3. Leadership from all partners to this agreement will meet, at minimum, on a quarterly basis to enhance adult and child survivor safety, increase perpetrator accountability, discuss and resolve barriers to collaboration, and develop strategies to resolve emerging issues that arise in the CPI Project. The Leadership Team members will develop the project's mission and vision statements.

4. The Lodge's three domestic violence project advocates and their supervisor as well as representatives from the partnering agencies will participate in ongoing monthly meetings to discuss successes; address barriers to collaboration; and develop strategies to resolve emerging issues throughout the project period.

5. The Lodge and partnering agencies will invite and encourage local representatives from other agencies to attend the monthly meetings to broaden the participation in the effort to address the co-occurrence of domestic violence and child abuse. Upon request, The Lodge will conduct trainings on issues related to addressing the co-occurrence of domestic violence and child abuse, understanding batterer behavior, safety planning, and importance of services for staff members of partnering agencies.

6. DCF will notify The Lodge of staffings involving domestic violence allegations for purpose of consultation when possible. Notification will include date, time and location and will be provided as soon as reasonably possible. The domestic violence advocates will attend case transfer and high risk case staffings. Further, the advocates will provide individual case consultation to partners and make every attempt to attend any other scheduled case staffings such as multi-disciplinary, family team conferencing, reunification, or case plan conferences as requested by partnering agencies or survivors.

7. The project advocates will provide support and referral services for survivors of domestic violence and their children. The Lodge will offer a range of direct services to the survivor and the children upon referral including options such as emergency shelter, outreach counseling, advocacy including with the partners to this agreement, and other types of services as available and determined by the survivor.

8. The Lodge, DCF, and other partnering agencies will work collaboratively with other community agencies to achieve mutual goals, including the enhancement of domestic violence victim and child safety, increasing batterer accountability, reducing number of children being removed from a non-offending parent, and reducing domestic violence homicides.

9. The Lodge will share information regarding survivors of domestic violence as permitted by and in compliance with Florida confidentiality and privilege laws as outlined in Florida Statutes Chapter 39 including but not limited to sections 39.202, 39.908, 90.5035 and 90.5036, and the Federal Violence Against Women Act of 2005. The center agrees to inform the parent whenever the partners to this MOU request information. However, communication between the center and the partners relating to a parent's confidential information is at the discretion of and with the informed, reasonably time-limited written consent of the parent. The Lodge will not utilize Florida Safe Families Network (FSFN) for information sharing purposes.

10. The Lodge and partnering agencies will ensure all information released to community partners adheres to all applicable confidentiality and privilege laws, and any protocols agreed to by the partners addressing information sharing and cooperation in domestic violence prevention and investigation.

11. Partnering agencies will provide referrals to the Lodge for families who have reported domestic violence allegations and for families that are later identified as needing domestic violence services.

12. The Lodge and partnering agencies will provide the FCADV access to, or reports of, aggregate statistical information required for grant reporting in compliance with applicable Florida laws regarding confidentiality and privilege and the federal Violence Against Women Act of 2005. This includes any aggregate information collected in FSFN or other data systems that is relevant to outcome measurement for this project.

13. Miami-Dade Police Department will support the efforts of the child welfare agencies and The Lodge to provide protection to the child[ren] and adult victims of abuse by enforcing all laws pertaining to child abuse and neglect and domestic violence and through the enforcement of

all court orders issued in connection with the injunction process. In addition, Miami-Dade Police Department will assume a leadership role with holding the perpetrator accountable through methods including, but not limited to: arrest; review of domestic violence reports to ensure that correct charges are placed on the suspect; ensure that written statements are documented from all parties; determine if there are any other witnesses who might provide a statement; ensure that evidentiary photos are taken; review the suspect's criminal history, including communication with any current or past probation officer; determine if there is any other evidence that may be collected to support, or enhance, the charges including strangulation; follow-up with the victim to determine if any injuries, or new bruises, are evident and photograph those injuries to update the evidence for prosecution; and inquire if the victim has seen a medical provider since the time of the incident. Miami-Dade Police Department will provide victims with information about The Lodge and connect them with the local 24 hour domestic violence hotline or the Florida Domestic Violence Hotline if the victim would like to speak with a domestic violence advocate.

14. The State Attorney's Office will actively investigate and prosecute all crimes related to child abuse and neglect and domestic violence that meet the criminal standards for prosecution without the participation of the survivor if the survivor chooses not to participate in the case. They will also make initial contact with survivors to ensure that they are aware of the prosecution process and will keep survivors fully informed about their cases regardless of whether they testify in court. The State Attorney's Office will make every effort to ensure that defendants are mandated to attend batterer intervention programs as described in Florida Statute section 741.325 and not anger management classes. Batterer intervention programs are the appropriate program for domestic violence perpetrators.

IV. COMMITMENT

By signing this Memorandum of Understanding, the project partners acknowledge their commitment to achieve the stated purpose of the project. It is further agreed that this MOU can be amended at any time upon consent of all parties and will require renewal one year from the date of signing.

As indicated by my signature, I have read and agree with the Memorandum of Understanding.

State Attorney State Attorney's Office Name	Date 7/2/15
CEO/Executive Director Certified Domestic Violence Center	Date 7/2/15
DCF Regional Director Department of Children and Families	Date
CBC Lead Agency Director CBC Lead Agency Name	Date
CBC Lead Agency Subcontractor Director CBC Subcontractor Name	Date
Sheriff and/or Police Chief Law Enforcement Agency Name	Date

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As indicated by my signature, I have read and agree with the Memorandum of Understanding.

CEO/Executive Director Certified Domestic Violence Center	Date
DCF Regional Director Department of Children and Families	2-8-16 Date
CBC Lead Agency Director CBC Lead Agency Name	3/10/16 Date
State Attorney State Attorney's Office Name	Date
Sheriff and/or Police Chief Law Enforcement Agency Name	Date

IV. COMMITMENT

By signing this Memorandum of Understanding, the project partners acknowledge their commitment to achieve the stated purpose of the project. It is further agreed that this MOU can be amended at any time upon consent of all parties and will require renewal one year from the date of signing.

As indicated by my signature, I have read and agree with the Memorandum of Understanding.

Miami-Dade County

Carlos A. Gimenez, Mayor	Date
Juan J. Perez, Director Miami-Dade Police Department	4.19.2016 Date