

MEMORANDUM

Agenda Item No. 8(I)(1)

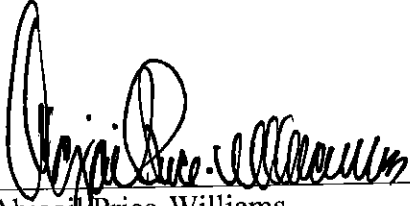
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Memorandum of Understanding for the Gang Strike Force between the Miami-Dade County State Attorney's Office and Miami-Dade County, through the Miami-Dade Police Department, for a period of ten years from the date all parties sign; authorizing the County Mayor to execute the Memorandum of Understanding; and authorizing the County Mayor to exercise termination and other provisions contained therein

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



Abigail Price-Williams
County Attorney

APW/uw

Memorandum



DATE: June 4, 2019

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

SUBJECT: Resolution Approving the Memorandum of Understanding for the Gang Strike Force between the Miami-Dade County State Attorney's Office and Miami-Dade County through the Miami-Dade Police Department

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the Memorandum of Understanding (MOU) for the Gang Strike Force between the Miami-Dade County State Attorney's Office (SAO) and Miami-Dade County, through the Miami-Dade Police Department (MDPD). The agreement will be effective upon signing by all parties and will be in effect for a period of ten years from that date.

Scope

The agreement will support countywide, multi-jurisdiction investigations.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to enter into and execute the Memorandum of Understanding with the Miami-Dade County State Attorney's Office. The County Mayor or County Mayor's designee is also authorized to exercise any termination clauses related to the agreement on behalf of Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

This agreement will be monitored by the MDPD Homicide Bureau Major to ensure compliance with agreement requirements.

Background

The mission of the Gang Strike Force is to identify and target for prosecution criminal enterprises and/or criminal street gangs as defined in Florida Statutes, Chapter 874. The Gang Strike Force is intended to enhance the effectiveness of federal, state, and local law enforcement through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues to convict and incarcerate these offenders. The MOU formalizes the Gang Strike Force relationships between participating agencies, and maximizes inter-agency cooperation to target, infiltrate, and dismantle the most dangerous organized criminal street gangs and/or criminal enterprises in South Florida. The initiative is led by the SAO and other participating agencies include the Florida Department of Law Enforcement and police departments from Coral Gables, Hialeah, Miami, Miami Beach, Miami-Dade Schools, Miami Gardens, and Sweetwater.

A handwritten signature in black ink, appearing to read "Maurice L. Kemp", written over a horizontal line.

Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 4, 2019

FROM: Abigail Price-Williams
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
- 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)
6-4-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE GANG STRIKE FORCE BETWEEN THE MIAMI-DADE COUNTY STATE ATTORNEY'S OFFICE AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR A PERIOD OF TEN YEARS FROM THE DATE ALL PARTIES SIGN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE TERMINATION AND OTHER 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 Memorandum of Understanding for the Gang Strike Force between the Miami-Dade County State Attorney's Office and Miami-Dade County, through the Miami-Dade Police Department, for a term of ten years from the date all parties sign; authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding; and authorizes the County Mayor or the County Mayor's designee to exercise termination and other provisions contained therein, as may be necessary 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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally a. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

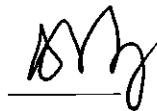
The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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.



Anita Viciano Zapata

GANG STRIKE FORCE

MEMORANDUM OF UNDERSTANDING

PREAMBLE:

This Memorandum of Understanding (MOU) is being executed between the Miami-Dade State Attorney's Office (SAO) and the following agencies: Miami-Dade Police Department (MDPD), Miami-Dade School's Police Department (MDSPD), Miami Police Department (MPD), Hialeah Police Department (HPD), Miami Beach Police Department (MBPD), Coral Gables Police Department (CGPD), Sweetwater Police Department, Miami Gardens Police Department, and the Florida Department of Law Enforcement (FDLE). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the agencies involved. Additionally, although not specifically included in the agreement, this effort is supported by the Federal Bureau of Investigation (FBI), the Drug Enforcement Administration (DEA), Homeland Security Investigations (HSI), and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

PURPOSE:

This MOU establishes and delineates the mission of the GANG STRIKE FORCE as a joint cooperative effort. Additionally, this MOU formalizes the relationship between and among the participating agencies in order to foster an efficient and cohesive unit capable of investigating and eradicating criminal street gangs/criminal enterprises within Miami-Dade County. It is the desire of all the participating agencies to maximize inter-agency cooperation with a combined law enforcement effort aimed at reducing and/or eradicating the most violent gang related criminal activity within Miami-Dade County.

MISSION:

The mission of the GANG STRIKE FORCE is to identify and target for prosecution criminal enterprises and/or criminal street gangs as defined per Florida State Statutes, Chapter 874. The GANG STRIKE FORCE will enhance the effectiveness of local, state, and federal law enforcement agencies through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate dangerous offenders.

OBJECTIVES:

To target, infiltrate, and dismantle the most dangerous organized criminal street gangs and/or criminal enterprises in Miami-Dade County through the use of long-term proactive racketeering style investigations and prosecutions.

To improve the quality of life in affected communities by substantially reducing drug related crimes and violent crimes committed by these organizations.

To collect and share intelligence about these organizations with local, state and federal agencies in order to develop a coordinated approach to eradicate these traditional and non-traditional criminal organizations.

To work with other local, state and federal agencies to investigate, arrest, and prosecute the target organization's drugs, firearms, and weapons suppliers, in order to provide investigators with legal support and guidance to ensure prosecutable cases.

COMPOSITION:

The GANG STRIKE FORCE is the combined enforcement effort of the agencies participating in this MOU, with all agencies acting as equal partners in the operation. All participating agencies will provide the necessary full-time personnel to ensure the effective investigation and prosecution of GANG STRIKE FORCE cases.

Continued assignment of personnel to the GANG STRIKE FORCE will be based upon performance and will be at the discretion of the SAO and the respective agencies. Each participating agency, upon request, will be provided with an update as to the program, direction and accomplishments of the GANG STRIKE FORCE. The SAO will provide the GANG STRIKE FORCE with the office space needed to house the operation.

POLICY AND DIRECTION:

All participants acknowledge that the GANG STRIKE FORCE is a joint operation in which all agencies act as equal partners in the operation of the GANG STRIKE FORCE. A Steering Committee, comprised of the heads of the participating agencies or their designees, will be responsible for determining both policy and direction for the GANG STRIKE FORCE. In addition, the Steering Committee will select the GANG STRIKE FORCE criminal street gang targets and/or criminal organizations with input from GANG STRIKE FORCE personnel.

SUPERVISION:

Coordination of the GANG STRIKE FORCE will rest with the SAO, working closely with the Steering Committee and law enforcement agencies. This will include the day-to-day operation and administrative control of the strike force. A supervisor will be assigned from one of the participating law enforcement agencies to assist the SAO with this responsibility. Responsibility for the conduct of GANG STRIKE FORCE assigned personnel, both personally and professionally, remains with the respective agencies.

JURISDICTION:

It is the intent and understanding of each signatory to this MOU that the GANG STRIKE FORCE is a joint multi-jurisdictional criminal investigation unit which is operational pursuant to existing mutual aid agreements between participating agencies.

All law enforcement officers assigned to the GANG STRIKE FORCE shall operate pursuant to the lawful authority conferred by each officer's respective employing agency.

Municipal law enforcement officers will be governed and covered by all provisions of the mutual aid agreements only when performing GANG STRIKE FORCE related duties.

PROCEDURES / ADMINISTRATION:

All GANG STRIKE FORCE investigations will be initiated in accordance with state and federal laws. The investigative methods employed will be consistent with the policies and procedures of the members' respective agencies Standard Operating Procedures.

Case assignment will be the dual responsibility of the Steering Committee and the SAO. The Steering Committee will identify the target gangs and/or criminal organizations, with input from GANG STRIKE FORCE assigned personnel. The SAO will oversee prioritization of investigative assignments in order to accomplish the goals and objectives of the Steering Committee and fulfill the stated mission of the GANG STRIKE FORCE.

It is incumbent upon each GANG STRIKE FORCE investigator to ensure that his/her respective agency is made aware of GANG STRIKE FORCE targets and/or activities within the agency's jurisdiction. No participating agency shall unilaterally take action impacting GANG STRIKE FORCE investigations, unless exigent circumstances demand it. The SAO shall be notified as soon as possible. With the exception of exigent circumstances, all enforcement action will be coordinated between the GANG STRIKE FORCE and the respective agency wherein jurisdiction lies.

In accordance with the Steering Committee recommendation, all investigative reports will be prepared utilizing FDLE report forms and in compliance with FDLE policy. Additional individual agency reports will be prepared by assigned GANG STRIKE FORCE investigators if mandated by their respective agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by members of the task force will be made available for inclusion in the respective agency's investigative files as appropriate. All reports generated by GANG STRIKE FORCE investigators will be maintained at the GANG STRIKE FORCE office.

All evidence acquired during the course of GANG STRIKE FORCE investigations will be maintained by the SAO; if feasible. Otherwise, it will be stored by one of the participating agencies. The SAO will make this determination and either the SAO's or agency's rules governing submission, retrieval, and chain of custody will be adhered to by GANG STRIKE FORCE investigators.

GANG STRIKE FORCE investigators shall document confidential informants in accordance with their respective agency's Standard Operating Procedures. A GANG STRIKE FORCE informant/cooperating witness file will be opened wherein all information furnished by the informant/cooperating witness will be kept.

CIVIL FORFEITURE:

Proceeds from any civil forfeiture actions related to GANG STRIKE FORCE investigations shall be distributed among each of the GANG STRIKE FORCE participating agencies, including the SAO. The distribution will be based upon the numerical percentage of participation in the GANG STRIKE FORCE.

MEDIA:

All news releases pertaining to GANG STRIKE FORCE investigations and/or arrests will be coordinated between and made by all the participating agencies of this MOU. No unilateral press releases will be made by any participating agency without the prior approval of the other participating agencies. No information pertaining to the GANG STRIKE FORCE will be released to the media without the mutual approval of all the participants.

USE OF FORCE:

GANG STRIKE FORCE personnel will strictly adhere to their respective agency's use of force policies and procedures. In addition to the required agency notifications, if force is utilized, the SAO must also be notified immediately. The SAO will notify the Steering Committee members as soon as possible.

EQUIPMENT:

Each agency will be responsible for providing vehicles and communications equipment to their respective GANG STRIKE FORCE participants.

FUNDING:

Each participating agency agrees to provide the full-time services of its assigned respective personnel for the duration of this initiative. Participating agencies agree to assume all personnel costs for their respective task force representatives; including salaries, overtime payments, and fringe benefits. Subject to funding availability through grants, the SAO will reimburse overtime expenses for GANG STRIKE FORCE members to the participating agencies provided the overtime expenses were incurred as a result of GANG STRIKE FORCE related duties.

Each participating agency agrees to assist the GANG STRIKE FORCE in securing all necessary funding for operating expenses (e.g. Grants through South Florida HIDTA, VCC, OCEDEFT/LECC, LETF)

Each participating agency agrees to comply with all overtime expense reporting requirements imposed by local, state and/or federal grant administrating agencies.

DURATION:

This MOU shall take effect upon the signing by all parties to this agreement and shall remain in effect until terminated: (1) by a written consensus of the participating parties, or

(2) due to lack of funding as determined by the SAO, or (3) for any other appropriate reason. Participating agencies may individually withdraw from the GANG STRIKE FORCE at any time for any reason by providing a 30 day written notice of such intent to the Steering Committee. All equipment will be returned to the supplying agencies upon an individual agency's withdrawal from the GANG STRIKE FORCE or the termination of this MOU.

By: [Signature]

Katherine Fernandez Rundle
State Attorney
Eleventh Judicial Circuit

Date: 3/27/19

By: [Signature]

[Signature]
Carlos A. Gimenez
Mayor
Miami-Dade County

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Date: 4/5/19

By: [Signature]

Juan J. Perez
Director
Miami-Dade Police Department

Date: 4/4/19

Attested by: [Signature]
Deputy Clerk

