

MEMORANDUM

Agenda Item No. 8(I)(2)

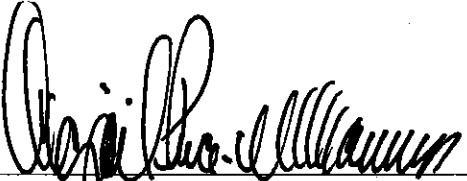
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Mutual Aid Agreement between Miami-Dade County and the City of Miami for the Threat Management Task Force; authorizing the action of the County Mayor in executing the Mutual Aid Agreement with the City of Miami; authorizing the County Mayor to execute future agreements with other governmental bodies and their respective agencies; and authorizing the County Mayor to exercise amendments, renewals, 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

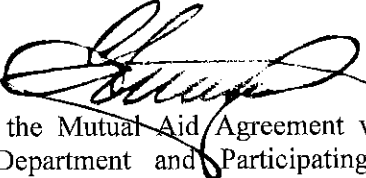
APW/uw

Memorandum



DATE: June 4, 2019

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

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Approving the Mutual Aid Agreement with Miami-Dade County, through the Miami-Dade Police Department and Participating Governing Bodies and their Law Enforcement Agencies for the Threat Management Task Force

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the Mutual Aid Agreement between Miami-Dade County and the City of Miami for the Threat Management Task Force (Agreement), authorize the action of the County Mayor or the County Mayor's designee in executing the Agreement with the City of Miami, and authorize the County Mayor or the County Mayor's designee to execute future agreements, in substantially the form attached to the resolution with other participating governmental bodies and their respective agencies. The Agreement will be effective upon signing by all parties and will be in effect for a period of five years from that date, through June 30, 2024. One five-year renewal period is provided.

Scope

The Agreement will support a countywide, multi-jurisdiction collaboration with participating law enforcement agencies.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to enter into and execute the Agreement with the City of Miami and is further authorized to execute future agreements, in substantially the form attached to the resolution, with other governmental bodies and their respective agencies. The County Mayor or County Mayor's designee is also authorized to execute any amendments, renewals, and 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 Christopher Carothers, Major, of Miami-Dade Police Department's (MDPD) Special Victims Bureau to ensure compliance with agreement requirements.

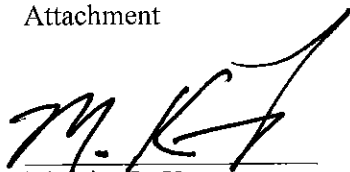
Background

Due to the Board of County Commissioners' scheduling calendar, there was not sufficient time to secure Board approval for the companion resolution authorizing this agreement. The MDPD has established a new task force, the Threat Management Task Force. The Task Force will allow law enforcement agencies to work together with MDPD to provide threat assessment, case management, and information sharing for those individuals identified as persons of concern by the Florida Department of Children and Families.

Honorable Chairwoman Audrey M. Edmonson
And Members, Board of County Commissioners
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The City of Miami Police Department (MPD), the first agency to work on this issue jointly with MDPD, has assigned two police officers to the task force. As a member of the Threat Management Task Force, MPD will work together with MDPD to use resources more effectively and to improve outcomes for identified individuals. It is anticipated that additional law enforcement agencies will participate.

Attachment

A handwritten signature in black ink, appearing to read 'M. 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)(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 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)(2)
6-4-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI FOR THE THREAT MANAGEMENT TASK FORCE; AUTHORIZING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN EXECUTING THE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE AGREEMENTS WITH OTHER GOVERNMENTAL BODIES AND THEIR RESPECTIVE AGENCIES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE AMENDMENTS, RENEWALS, 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 Mutual Aid Agreement between Miami-Dade County and the City of Miami for the Threat Management Task Force; authorizes the action of the County Mayor or the County Mayor's designee in executing the Mutual Aid Agreement; authorizes the County Mayor or the County Mayor's designee to execute future agreements, in substantially the form attached hereto, with other governmental bodies and their respective agencies; and authorizes the County Mayor or the County Mayor's designee to exercise amendments, renewals, 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 the 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

**MUTUAL AID AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF MIAMI
FOR THE
THREAT MANAGEMENT TASK FORCE**

WHEREAS, it is the responsibility of the governments of Miami-Dade County and the participating governing bodies 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 (MDPD) and the participating governing bodies, by and through their law enforcement agencies. 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 participating governing bodies and law enforcement agencies will be referred to as the "Agency", and when referred to collectively will be referred to as the "Parties", and

WHEREAS, the MDPD has created the Special Victim Bureau's Threat Management Section for the primary purpose of conducting threat assessments, case management, and information sharing for those individuals identified as persons of concern; and

WHEREAS, the Florida Department of Children and Families have defined persons of concerns as explained in Section I of this Mutual Aid Agreement; and

WHEREAS, the Parties recognize that persons of concern do not operate with regard to jurisdictional boundaries and often the parties respond to different scenes/incidents concerning the same individual; and

WHEREAS, identifying and interacting with these individuals or persons of concern has the potential to reduce the number of mental health crisis calls-for-service and also prevent and/or intervene with regard to or otherwise mitigate a targeted act of violence within Miami-Dade County; and

WHEREAS, by law enforcement agencies working together, including sharing important information, law enforcement resources will be used more effectively toward improving outcomes for the individuals of concern; and

WHEREAS, the MDPD has established the Threat Management Task Force, whereby participating governing bodies and respective law enforcement agencies desire to work in partnership with the County and the MDPD to serve the best interests of public safety; and

NOW, THEREFORE, BE IT KNOWN that the COUNTY and the AGENCY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Director of the Miami-Dade Police Department and the Agency Chief of Police 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

Pursuant to Section 394.9082(3)(c) Florida Statutes, the Department of Children and Families (the Department) has defined priority populations, persons of concern, as follows:

1. Adults with a serious mental illness, substance use disorder, or co-occurring disorders who demonstrate high utilization of acute care services, including crisis stabilization, inpatient, and inpatient detoxification services. For purposes of the TMTF, the Department defines high utilization as:

- a. Adults with three (3) or more acute care admissions within 180 days; or
 - b. Adults with acute care admissions that last 16 days or longer.
2. For referrals of persons of concern from Law Enforcement Agencies, individuals must meet the following criteria:
 - a. Individuals must be receiving South Florida Behavioral Health Network (SFBHN) substance abuse and mental health services or be willing to accept Care Coordination services from an SFBHN Network Provider.
 - b. Individuals must have a confirmed serious and persistent mental illness and/or co-occurring diagnosis. Note that diagnosis of post-traumatic stress disorder, PTSD, alone is not eligible.
 - c. Individual currently is in or has the potential to experience a state of crisis, substance abuse or dependence, and history of suicidal/homicidal ideation.
3. Individuals must also meet at least one of the following:
 - a. Have a history of violence/aggression towards others, themselves or animals and/or bullying.
 - b. Have negative family dynamics, lack of support system, isolation, instability and/or recent traumatic event.

SECTION II. TERMS AND PROCEDURES

1. Operations:
 - a. The AGENCY 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 criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY 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 AGENCY, 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 this agreement, 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 AGENCY 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: Each PARTY participating in the Threat Management Task Force pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. 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 AGENCY 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 AGENCY 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 employee(s) 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 AGENCY, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the AGENCY 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 AGENCY, it is hereby declared that COUNTY is requesting assistance from the AGENCY to participate in the Threat Management Task Force wherein some duties may be outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the COUNTY or the AGENCY 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 AGENCY agrees to provide personnel to the COUNTY to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in the TMTF governed by this MAA after receiving approval from the COUNTY through the Miami-Dade Police Department.

4. The COUNTY and the AGENCY 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 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. 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 TMTF 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 MDPD Supervisors to assure that the integrity of the case will not be jeopardized. In most, if not all cases, 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. TERM

This Agreement shall become effective on the date of execution by all parties, and unless

terminated or cancelled on an earlier date, will expire on June 30, 2024, a period of five years. This Agreement may be continued for one renewal period consisting of five years upon written agreement of the parties.

SECTION VI. AMENDMENTS

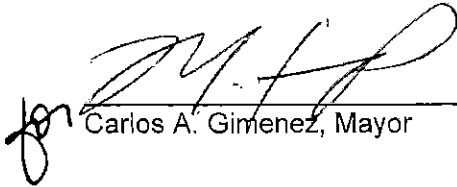
This MAA may be amended as necessary. All such amendments shall be made in writing and signed by the parties.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of the County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written below.

FOR MIAMI-DADE COUNTY:



Carlos A. Gimenez, Mayor

4/16/2019

Date

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

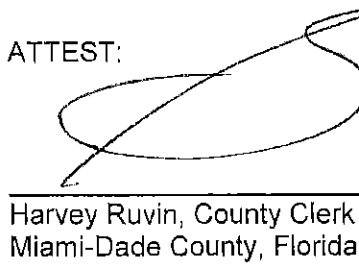


Juan J. Perez, Director
Miami-Dade Police Department

4/19/2019

Date

ATTEST:

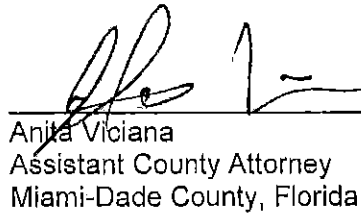


Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

4/17/19

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Anjita Viciano
Assistant County Attorney
Miami-Dade County, Florida

4/16/19

Date



CITY OF MIAMI

Emilio T. Gonzalez, Ph.D., City Manager Date

Jorge Colina, Chief Date

ATTEST:

Todd B. Hannon, City Clerk Date

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Ann-Marie Sharpe
Risk Management Director