

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

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

SUBJECT: Resolution authorizing
execution of a Memorandum of
Understanding between the
Florida Department of Children
and Families and Miami-Dade
County through the Miami-Dade
Police Department

Resolution No. R-855-12

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



R. A. Cuevas, Jr.
County Attorney


RAC/smm

Memorandum



DATE: October 23, 2012

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of a Memorandum of Understanding Between The Florida Department of Children and Families and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached Memorandum of Understanding between the Florida Department of Children and Families and Miami-Dade County, through its department, the Miami-Dade Police Department.

Scope

The Memorandum of Understanding is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact with this Memorandum of Understanding.

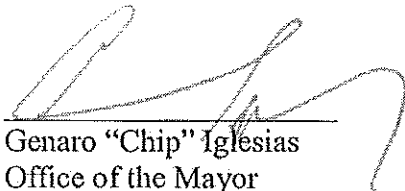
Track Record/Monitor

The Miami-Dade Police Department Communications Bureau Major Saima Plasencia will monitor this Memorandum of Understanding.

Background

The purpose of the Memorandum of Understanding is to further clarify the electronic dissemination requirement from the Florida Abuse Hotline to the Miami-Dade Police Department, as it relates to non-caregiver abuse and child-on-child sexual abuse allegations. The statute changes were created as a direct result of recent (national) child abuse cases which involved non-caregiver abuse allegations. The statute changes were established via HB1355 which was signed into law by Governor Rick Scott effective October 1, 2012. The Florida Department of Children and Families Abuse Hotline will begin to transfer non-caregiver abuse calls to the local Sheriff's Office (Miami-Dade Police Department). The means to implement the statute changes were developed in partnership with the Florida Sheriffs Association, the Florida Department of Children and Families, the Florida Department of Law Enforcement, and the Florida Police Chiefs Association.

The Memorandum of Understanding serves as the central agreement between these entities to alleviate the problem of circular reporting of abuse inadvertently created by Section 39.201(2)(b), Florida Statutes. Through this Agreement, duplication of efforts will be prevented to address the requirements of the statute changes.


Genaro "Chip" Iglesias
Office of the Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

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 Manager'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

Agenda Item No. 8(I)(2)

Veto _____

10-23-12

Override _____

RESOLUTION NO. R-855-12

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION 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 finds it is in the best interest of Miami-Dade County to approve the execution of a Memorandum of Understanding between the Florida Department of Children and Families and Miami-Dade County, through its department, 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 the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**,

who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman**

and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	aye	Lynda Bell absent
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	absent	Dennis C. Moss aye
Rebeca Sosa	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	absent	

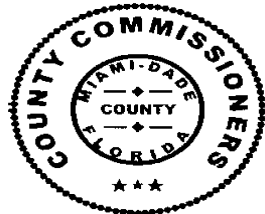
The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of October, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

MEMORANDUM OF UNDERSTANDING
between
The Florida Department of Children and Families
And
Miami-Dade County

A. Purpose and Scope

The purpose of this MOU is to further clarify the electronic dissemination requirement from the Florida Abuse Hotline to the County Sheriff's Office, as it relates to Non-Caregiver abuse and Child-on-Child Sexual abuse allegations. This MOU serves as the central agreement between these entities to alleviate the problem of circular reporting of abuse inadvertently created by Section 39.201(2)(b), Florida Statutes. Therefore, if an allegation of Child-on-Child Sexual Abuse or Non-Caregiver abuse is received by the Florida Abuse Hotline from the Sheriff's Office, the Florida Abuse Hotline will not electronically disseminate the information back to the Sheriff's Office from which it was received.

B. Statement of Authority, Mutual Benefits, and Interest

- 1) The Florida Department of Children and Families is led by the Secretary of the Department, appointed by the Governor. DCF investigates allegations of caregiver child abuse.
- 2) The Mayor, by and through the Director of the Miami-Dade Police Department, is the chief law enforcement officer of the County, hereinafter referred to as the Sheriff's Office. The Miami-Dade Police Department investigates complaints of criminal activity, including allegations of non-caregiver child abuse, or transfers the calls to the appropriate municipality with investigative authority.

C. DCF Responsibilities under this MOU

- 1) Inform the Sheriff's Office about policies related to child abuse reporting requirements and electronic dissemination of child abuse information.
- 2) Electronically disseminate related documentation for all Non-Caregiver child abuse allegations through the use of a Florida Administrative Message (FAM) to the Sheriff's Office of jurisdiction. Child-on-Child Sexual abuse allegations may be sent by FAM and calls transferred to the Sheriff's Office. Abuse allegations received by the Florida Abuse Hotline that originate directly from the County Sheriff's Office which shall provide

a unique identifying number to the Hotline operator will not be sent back to the reporting Sheriff. Incidents received through a FAM or by telephone transfer from the Florida Abuse Hotline to the Sheriff should not be called back to the Hotline upon responding to the scene.

- 3) DCF will electronically disseminate related documentation for all Non-Caregiver child abuse allegations and Child-on-Child Sexual abuse allegations received from local law enforcement agencies to the Sheriff's Office in the county where the incident of abuse occurred.

D. The Sheriff's Office's Responsibilities under this MOU:

- 1) Maintain the confidentiality of the name of the person reporting the child abuse to the Hotline unless the reporter provides written consent for its release, as required by Section 39.202(5), Florida Statutes.
- 2) Work in collaboration with the Florida Sheriffs Association to affect changes in legislation to eliminate the problem of circular reporting created by language in Section 39.201(2)(b), Florida Statutes.
- 3) For each call made to the Florida Abuse Hotline to report an incidence of Non-Caregiver abuse or Child-on-Child Sexual abuse, the Deputy or Law Enforcement Officer reporting will provide the Hotline operator a unique number to be used as an identifier for purposes of tracking the report to the Hotline.

E. The DCF encourages each Sheriff's Office to develop protocol between the Sheriff's Office and all other local law enforcement agencies within its jurisdiction to address circular reporting issues between the local law enforcement agencies and the Sheriff's Office.

F. It is mutually understood and agreed by and between the parties that modification to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

G. Each party assumes any and all risks attributable to the negligent acts or omissions of that party and the deputies, employees, and agents thereof.

H. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

I. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

J. The principal administrative contacts for this MOU are:

Kim Barrett
Director, Florida Abuse Hotline
Department of Children and Families
1317 Winewood Blvd
Tallahassee, FL 32399
Phone: 850/487-6100
Email: Kim_Barrett@dcf.state.fl.us

Naim R. Erched, Acting Director
Miami-Dade Police Department
9105 NW 25th Street
Doral, Florida 33172
Phone: 305/471-3518
Email: nerched@mdpd.com

K. This instrument is executed as of the date of last signature and is effective through June 30, 2017, at which time it will expire unless extended.

The authorized parties hereto have executed this agreement as of the last written date below.

Florida Department of Children and Families (DCF)

Date: _____

By: Kim Barrett
Title: Florida Abuse Hotline Director, DCF

Miami-Dade County

Date: _____

By: Carlos A. Gimenez
Title: Mayor, Miami-Dade County

Miami-Dade Police Department

Date: _____

By: Naim R. Erched
Title: Acting Director, Miami-Dade Police Department