

MEMORANDUM

Agenda Item No. 8(I)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

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

SUBJECT: Resolution authorizing
execution of an Interagency
Agreement to establish a
community partnership between
the Florida Department of
Corrections and Miami-Dade
County through the Miami-Dade
Police Department
Resolution No. R-429-13

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



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



DATE: June 4, 2013

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

SUBJECT: Resolution Executing an Interagency Agreement to Establish a Community Partnership
between Miami-Dade County and the Florida Department of Corrections

Recommendation

It is recommended that the Board of County Commissioners approve the attached Interagency Agreement between the Florida Department of Corrections (FDOC) and Miami-Dade County through the Miami-Dade Police Department (MDPD). This Interagency Agreement establishes a community partnership to coordinate resources and facilitate the exchange of information to assist with the reentry of offenders into the community. The Interagency Agreement is effective upon execution and will continue for a period of five (5) years from that date. There are no costs associated with this Interagency Agreement.

Scope

The Interagency Agreement will provide a community partnership with the Florida Department of Corrections and is countywide.

Fiscal Impact/Funding Source

Miami-Dade County will not incur any costs with this Interagency Agreement.

Track Record/Monitor

The Interagency Agreement will be monitored by Reinaldo Valdes, Major, of the Miami-Dade Police Department Sheriff Services Bureau.

Background

The purpose of the Interagency Agreement between the FDOC and MDPD is to work together to improve the interaction between both agencies, facilitate the exchange of information collected and maintained by each, and work together in addressing issues facing each agency and the criminal justice system. Each agency will retain responsibility for its personnel and for any fiscal and/or general administrative services utilized in support of this Agreement.

The Florida Department of Corrections and the Miami-Dade Police Department recognize that by working together in this kind of proactive partnership, they will be able to reduce crime and recidivism by offenders under community supervision and protect the public safety of the citizens of Miami-Dade County.

A handwritten signature in black ink, appearing to read "Genaro 'Chip' Iglesias".

Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

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

SUBJECT: Agenda Item No. 8(I)(3)

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)(3)
6-4-13

RESOLUTION NO. R-429-13

RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT TO ESTABLISH A COMMUNITY PARTNERSHIP BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES 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 an Interagency Agreement to establish a community partnership between the Florida Department of Corrections 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 the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals, and extensions of same, and to exercise the cancellation provisions and termination clauses contained in the Agreement.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**

Who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.**

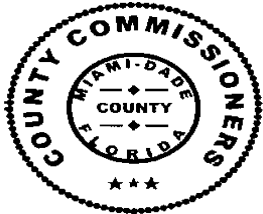
and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of June, 2013. 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



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

**INTERAGENCY AGREEMENT
ESTABLISHING A
COMMUNITY PARTNERSHIP
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
MIAMI-DADE COUNTY POLICE DEPARTMENT**

This Agreement is entered into on the date subscribed below, by and between the Department of Corrections, ("Department"), and Miami-Dade County, by and through its department, the Miami-Dade Police Department ("Agency"), located in Miami-Dade County, Florida, which are the parties hereto.

WITNESSETH

WHEREAS, the Department and the Agency are governmental offices that will comprise a Community Partnership ("Partnership") in Southern Region, Circuit 11, Community Corrections, Miami-Dade County, Florida;

WHEREAS, the diverse responsibilities and services provided by the Department and the Agency are integral to the administration of criminal justice and offender reentry in Miami-Dade County, Florida;

WHEREAS, the Department and the Agency recognize that providing offenders with reentry assistance, as appropriate, is an anti-crime measure which reduces victimization, recidivism and state spending on corrections;

WHEREAS, the Department and the Agency agree that offenders face many challenges to successful reentry, that most offenders have limited skills and community contact and are unable to identify support services available in their community prior to release;

WHEREAS, the Department and the Agency share the common goal of promoting public safety for the citizens of Miami-Dade County, Florida, by reducing crime and recidivism by offenders under community supervision in the county through the efficient administration of policing and correctional services;

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of the Partnership established by this Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

WHEREAS, the Department and the Agency recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources.

NOW THEREFORE, subject to controlling law, rules or regulations or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

A. Overview

The parties shall work together in their goal of improving the administration of criminal justice and reentry services in Miami-Dade County, Florida, by:

1. Improving the efficiency of the interaction of their offices;
2. Facilitating the exchange of information and records between the parties collected and maintained by each; and
3. Wherever pertinent, utilizing a team problem-solving approach to address the issues facing their respective offices and the criminal justice system.

Each party will retain responsibility for its personnel, and for any fiscal and/or general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this partnership and its endeavors, objectives, and goals, which are directed only towards offenders under the supervision of the Department.

B. Joint Responsibilities

1. To further enhance public safety, each party agrees to commit its available resources to the Partnership to apprehend probationers, parolees, conditional releasees, and any other offender(s) under the supervision of the Department who have violated supervision terms established by the applicable sentencing authority.
2. Because a successful reentry strategy provides safer Florida communities, each party agrees that its available resources must also be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.

3. Each party recognizes that some of the most urgent issues to address for successful reentry of inmates and offenders are housing (temporary and permanent), employment opportunities/job placement, life skills/lifestyle interest and habits, educational/vocational, counseling (family, anger management, parenting), mentoring, cognitive behavioral classes, transportation, substance abuse treatment, and mental health treatment/co-occurring disorders.
4. Each party agrees to provide a designee to attend and serve as its representative at Partnership meetings and further agrees that such meetings will be regularly held to discuss issues and methods to better achieve the goals of the Partnership.
5. The parties agree to exchange information as to their respective duties, responsibilities, and roles within the criminal justice system and offender reentry, their required interaction with, and reliance on, the other party, and their goals and objectives in order to maximize the use of resources and personnel and further the implementation of a successful offender reentry as a crime reduction strategy with community support.
6. The parties agree to the extent allowable by law, rule, or regulation, to provide immediate exchange of information regarding offenders, including suspected violations of supervision.
7. In order to maximize the use of resources and personnel, the parties agree to identify common, shared, or related duties, responsibilities, and goals and to coordinate the delivery of services to eliminate duplicity of effort and unnecessary cost.
8. The parties agree to discuss and establish Partnership policies and procedures for the sharing or pooling of resources and equipment to assist in improving the delivery and quality of their services.
9. The parties agree to review Partnership procedures for communicating the initiatives and directives of the Partnership to their respective personnel for action and implementation.
10. The parties agree to discuss, formulate, and implement plans to educate the public about the duties and responsibilities of their respective offices.

C. Responsibilities of the Department

1. The Department shall dedicate certain officers and resources for the purposes of identifying dangerous at-risk offenders under supervision.

2. The Department shall exchange with the Agency the following current information on absconders and offenders under the Department's supervision: addresses, offenses, conditions of supervision and criminal histories.
3. The Department shall make initial contact with supervised offenders unless the situation dictates a warrantless arrest where the probation officer needs assistance from the Agency's or other law enforcement agency's officers in transporting the offender to the county jail.
4. The Department shall compile and disseminate to Partnership participants pertinent reports on the status of targeted offenders.
5. The Department shall participate in Ride-Alongs, in order to familiarize the Agency with the whereabouts, descriptions and conditions of supervision of its community control offenders, sexual predators, sexual offenders and high risk offenders, and to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for Ride-Alongs must have received current mandatory use-of-force training in accordance with the "Use-of-Force in Community Corrections", Procedure 302.313. Probation officers with less than six (6) month's experience will be accompanied by a supervisor, senior officer or specialist.
6. The Department shall provide violation warrants or a probable cause affidavit to the Agency to conduct a warrantless arrest or to expedite the arrest process for an active warrant, and assist the Agency as necessary in serving those warrants.
7. The Department shall conduct administrative searches in accordance with Department Procedure 302.311 to ensure that offenders are in compliance with their terms of supervision.
8. The Department shall provide briefing to Agency's officers in accordance with Rule 33-302.108, F.A.C. and with Department Procedure 302.311, on participation in warrantless arrests.
9. The Department shall not participate in law enforcement activities where a non-Department offender is involved.

D. Responsibilities of the Agency

It is mutually understood that the following responsibilities of the Agency are subject to the exercise of its discretion, and that particular circumstances may arise which require the Agency to decline to assist the Department.

1. The Agency shall exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department.
2. The Agency shall assist probation officers on field visits to offender residences and places of employment as necessary to execute a warrant or warrantless arrest.
3. The Agency shall assist probation officers in serving Violation of Supervision and absconder warrants.
4. The Agency shall provide safety for probation officers while they conduct administrative searches to ensure the offender's compliance with the terms of supervision, by controlling the offender, family members or others present during the search, and shall transport the offender to the county jail, if warranted.
5. The Agency shall provide assistance in identifying, receipting and securing of any property seized during a search conducted by the Department.
6. The Agency shall advise the Department of any violations of supervision that an offender commits in the presence of the Agency's officer(s), and shall conduct a warrantless arrest upon confirmation with the Department that a violation has occurred.
7. The Agency shall assist the Department in transporting and/or arresting absconders or offenders within the jurisdiction of Miami-Dade County, Florida or as otherwise permitted by law, if the offender is found to be in violation of supervision, when operationally feasible.
8. The Agency shall conduct surveillance on high-risk offenders as permitted by law for the purpose of locating an offender to conduct an arrest, when operationally feasible.
9. The Agency shall provide the opportunity for participating in Ride-Alongs, in order to become familiar with the whereabouts, descriptions and specified conditions of supervision of community control offenders, sexual predators, sexual offenders and high risk offenders, and to ensure that all violations are communicated to the assigned supervising officer(s) for notification to the appropriate sentencing authority.
10. The Agency's officers may assist Department officers with monitoring offender's compliance with supervision sanctions, by conducting a warrantless arrest if an offender is observed violating the terms or conditions of supervision in the community.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Partnership is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs incurred.

IV. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining an Agreement file, processing all amendments for changes to the agreement, processing termination of the Agreement, and maintaining records of all formal correspondence between the Department and Agency regarding administration of this Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Chief, Bureau of Procurement and Supply
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3700 (telephone)
(850) 488-7189 (facsimile)

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

FOR THE DEPARTMENT

Maria DiBernardo
Circuit Administrator
401 NW 2nd Avenue, Suite S607
Miami, Florida 33128
(305) 377-7040 (telephone)
(305) 349-1238 (facsimile)
dibernardo.maria@mail.dc.state.fl.us (e-mail)

FOR THE MIAMI-DADE COUNTY POLICE DEPARTMENT

J.D. Patterson
Director
9105 NW 25th Street
Doral, Florida 33172
(305) 471-3518 (telephone)
(305) 471-2163 (facsimile)
fmremy@mdpd.com (secretary's e-mail)

V. AGREEMENT MODIFICATION

Modifications to the provisions of this Agreement, with the exception of Section IV., Agreement Management, shall be valid only through execution of a formal Agreement amendment.

VI. TERMINATION

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

In addition, this Agreement may be terminated with 24 hours notice by either Party for any failure to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Records

1. Public Records Law

The Parties agree to allow each other and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received in conjunction with this Agreement. Refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

2. The parties agree to exchange information and records as permitted by law, policy and procedure. (For example, Department staff is prohibited from disclosing confidential medical information about offenders under supervision.)

B. Waiver and Assumption of Risk

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

C. Appropriation

In the event that funds are to be expended by the Department in performing any of its obligations under this Agreement, such funds are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Agreement or from any other source are not eligible for reimbursement under this Agreement.

In the event that funds are to be expended by the Agency in performing any of its obligations under this Agreement, such funds are contingent upon budgetary approval by the Agency or its governing body and shall be lawfully expended for the purposes of this Agreement for the current and future periods.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

MIAMI-DADE COUNTY MAYOR

FOR THE MIAMI-DADE COUNTY POLICE DEPARTMENT

SIGNED BY: _____

SIGNED BY: _____

NAME: Carlos A. Gimenez

NAME: J.D. Patterson

TITLE: Mayor

TITLE: Director

DATE: _____

DATE: _____

FOR THE DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: _____

SIGNED BY: _____

NAME: Michael D. Crews

NAME: Jennifer A. Parker

TITLE: Secretary
Department of Corrections

TITLE: General Counsel
Department of Corrections

DATE: _____

DATE: _____