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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the execution and terms of a Memorandum of Understanding on Cooperation related to training international Law Enforcement personnel and/or providing assistance for anti-crime efforts oversees between the bureau of International Narcotics and Law Enforcement Affairs of the Department of State, and Miami-Dade County; to authorize the execution of amendments, renewals, and extensions and to exercise the cancellation and termination provisions contained therein; and to apply for, receive, and expend funds to implement this program

Resolution No. R-115-16

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/lmp

Memorandum

MIAMI-DADE COUNTY

DATE: February 2, 2016

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

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of a Memorandum of Understanding on Cooperation between The Bureau of International Narcotics and Law Enforcement Affairs of the Department of State and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Memorandum of Understanding (MOU) on Cooperation between The Bureau of International Narcotics and Law Enforcement Affairs (INL) of the Department of State and Miami-Dade County, through the Miami-Dade Police Department (MDPD). This MOU will become effective when signed by the INL of the Department of State and Miami-Dade County, and will continue until January 31, 2021.

Scope

This MOU will provide the continuation of the cooperative relationship between the Department of State, INL and Miami-Dade County via the MDPD for the purpose of training, advising, and mentoring international law enforcement personnel and/or to provide assistance for anti-crime efforts overseas. The purpose of these activities is to provide assistance to foreign governments relative to international criminal activities. This MOU will supersede the MOU previously executed under the authority of Resolution R-690-12, which expires January 31, 2016.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the MOU on behalf of Miami-Dade County, and to execute amendments identifying countries that will participate in this program and detailing particularized training plans and to exercise termination provisions. The County Mayor or County Mayor's designee is also authorized to receive and expend funds to implement this program in accordance with requirements from the INL to further the purpose described in the MOU.

Fiscal Impact/Funding Source

The INL estimates that approximately $1 million each year for the period of the MOU will be funded in partnership activities. This will allow for reimbursement to the County and the MDPD for allowable program expenses, such as personnel, travel, training course materials, supplies, equipment, and other items necessary to conduct the activities of this program. Training and other services performed by MDPD personnel are conducted on an overtime basis.

Track Record/Monitor

This MOU and the partnership activities will be monitored by Raul Ubieta, Major for the Miami-Dade Police Department's Miami-Dade Public Safety Training Institute, to ensure compliance with MOU requirements.

Background

During the first period of this partnership, which began November 2012, under Resolution R-690-12, the MDPD conducted training, advising, and mentoring activities for police officers from Haiti, Guatemala, and Egypt. The Acting Assistant Secretary of the INL documented that his agency has enjoyed a "robust partnership with the MDPD for the last three years." Based on the quality of the training and expertise provided by the MDPD, it is the desire of the INL to continue this partnership.

The purpose of the partnership is to establish a mutual framework governing the respective responsibilities of the INL and Miami-Dade County for cooperation related to training, advising, and mentoring international law enforcement personnel and/or to provide assistance for anti-crime efforts overseas. The MDPD's responsibilities under the MOU is primarily training which incorporates a framework that serves to enhance the police capacity of foreign law enforcement personnel with properly trained civilian law enforcement to support the INL mission. This mission is to strengthen the administration of justice under the rule of law with respect for human rights and to minimize the impact of transnational crime. Based on the experience of the two (2) agencies during the first MOU, the INL and the MDPD developed an intense professional law enforcement training program with approximately 10 training courses, utilizing a minimum of 18 sworn MDPD personnel. This training is conducted on an overtime basis so as not to interfere with officers' regularly assigned duties. The training courses and curricula have been approved by the INL and are presently in place.

As the INL identifies countries and their respective law enforcement agencies to participate in the program, a training plan is developed, including a scope of work and budget, for that particular country. The INL identifies the established MDPD training courses, which are appropriate for the particular country, and then provides the County with an amendment documenting the training plan for the training and activities necessary for each country. Once the amendment is approved by both the County and INL, the training is arranged and conducted. At the conclusion of the training for each country, the services of the MDPD are reimbursed by the INL, as allowed by the MOU.

The Department of State's Bureau of International Narcotics and Law Enforcement Affairs has invited Miami-Dade County to continue this unique partnership. Miami-Dade County and the MDPD will work with the Department of State to continue to foster a partnership with international law enforcement personnel, and to share best practices concerning anti-crime efforts and other related law enforcement matters.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: February 2, 2016

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 ____, 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)(1)
2-2-16

RESOLUTION NO. R-115-16

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE EXECUTION AND TERMS OF A MEMORANDUM OF UNDERSTANDING ON COOPERATION RELATED TO TRAINING INTERNATIONAL LAW ENFORCEMENT PERSONNEL AND/OR PROVIDING ASSISTANCE FOR ANTI-CRIME EFFORTS OVERSEES BETWEEN THE BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS OF THE DEPARTMENT OF STATE, AND MIAMI-DADE COUNTY; TO AUTHORIZE THE EXECUTION OF AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION AND TERMINATION PROVISIONS CONTAINED THEREIN; AND TO APPLY FOR, RECEIVE, AND EXPEND FUNDS TO IMPLEMENT THIS PROGRAM

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 of and authorizes the execution by the County Mayor or the County Mayor's designee of a Memorandum of Understanding on Cooperation related to training international law enforcement personnel and/or providing assistance for anti-crime efforts oversees between the Bureau of International Narcotics and Law Enforcement Affairs of the Department of State and Miami-Dade County, in substantially the form attached hereto and made a part hereof. This Board further and authorizes the County Mayor or County Mayor's designee to execute amendments identifying countries that will participate in this program and detailing particularized training plans, renewals, and extensions of same, and to exercise the cancellation and termination provisions contained in the Memorandum of Understanding on Cooperation as set forth therein;

and to apply for, receive, and expend funds to implement this program in accordance with the terms of the Memorandum of Understanding on Cooperation and any other requirements from The Bureau of International Narcotics and Law Enforcement Department of State, for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP

Matthew Papkin

6

2015
MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN THE BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS OF THE DEPARTMENT OF STATE AND MIAMI-DADE COUNTY

I. Purpose

This Memorandum of Understanding on Cooperation is entered into by and between the Department of State, Bureau of International Narcotics and Law Enforcement Affairs and Miami-Dade County, by and through its department, the Miami-Dade Police Department, herein referred to as the Participants, for the purpose of establishing a mutual framework governing the respective responsibilities of the Participants for cooperation related to training, advising, and mentoring international law enforcement personnel and/or to provide assistance for anti-crime efforts overseas. The purpose of these activities is to provide assistance to foreign governments relative to international criminal activities. Department of State, Bureau of International Narcotics and Law Enforcement Affairs' participation in these activities is authorized by Section 481 of the Foreign Assistance Act of 1961 (P.L. 87-195), as amended (Foreign Assistance Act) (22 USC 2291 *et seq.)*. This Memorandum of Understanding supersedes the agreement signed between the Bureau of International Narcotics and Law Enforcement and Miami-Dade County on November 19, 2012.

II. Scope

It is the intent of the Department of State, Bureau of International Narcotics and Law Enforcement Affairs that the Miami-Dade County's police department will provide, consistent with this Memorandum of Understanding on Cooperation, training, mentoring, and advising on policing matters to international personnel (referred to as trainees). Achieving this goal will involve familiarizing Department of State, Bureau of International Narcotics and Law Enforcement Affairs personnel with the Miami-Dade Police Department training offered to such trainees (international personnel) and familiarizing the Miami-Dade Police Department personnel with Department of State, Bureau of International Narcotics and Law Enforcement Affairs and

its role in the provision of foreign assistance. The terms and conditions or operational plan(s) for the provision of services by the Miami-Dade Police Department will be specified in attached addenda, as appropriate. It is the intent of the Participants that Department of State, Bureau of International Narcotics and Law Enforcement Affairs will pay for the costs of services provided by Miami-Dade County.

III. Points of Contact

To provide for consistent and effective communication between the Miami-Dade County and the Department of State, Bureau of International Narcotics and Law Enforcement Affairs, each Participant will appoint a Principal Representative to serve as its central point of contact on matters relating to this Memorandum of Understanding on Cooperation.

The Department of State, Bureau of International Narcotics and Law Enforcement Affairs Principal Representative is:

J. Andrew Buhler, Team Leader for Training and Partnership
Office: (202) 634-1455
Fax: (202) 634-1449
Email: BuhlerJA@state.gov

The Miami-Dade Police Department Principal Representative is:

Raul M. Ubieta, Major
Office (305) 715-5101
Fax (305)715-5053
Email: rubieta@mdpd.com

IV. Procedures for Cooperation on Particular Projects and Activities

A. Prior to committing or expending any funds in support of projects or activities under this Memorandum of Understanding on Cooperation, the Participants, acting through the Principal Representatives or authorized designees, will review and mutually approve such projects and activities as are proposed to be conducted under this Memorandum of Understanding on Cooperation. Approval of a proposed project or activity will be contingent upon, among other considerations, the availability of appropriated funds to complete the project.

B. Written proposals for particular projects and activities that are identified pursuant to the Memorandum of Understanding on Cooperation must provide sufficient details (e.g., who, what, where, and when) regarding the intended goals, results, activities, performance measurements, and costs of the projects or activities. Such proposals will be sent via electronic email attachment to the Principal Representatives or their designees, with copies to the relevant Department of State, Bureau of International Narcotics and Law Enforcement Affairs program officer and U.S. Embassy Point of Contact.

C. Except when exigent circumstances require more immediate action, proposals for such projects and activities as are proposed to be conducted under this Memorandum of Understanding on Cooperation should be submitted to the other Participant's Principal Representative for consideration and approval at least one month in advance of the proposed project or activity commencement date.

V. Responsibilities of the Participants

In undertaking projects and activities on which the Participants mutually agree as set forth in Section IV of this Memorandum of Understanding on Cooperation, the Participants acknowledge that each has the following responsibilities:

A. **Responsibilities of Miami-Dade Police Department:**

1. The Miami-Dade Police Department will provide goods or services in accordance with the purpose, terms, and conditions of this Memorandum of Understanding on Cooperation.

2. The Miami-Dade Police Department will propose training or other projects based on an assessment of the needs of law enforcement forces in agreed upon key international environments, and will submit its concepts, including proposed curricula and training materials, to Department of State, Bureau of International Narcotics and Law Enforcement Affairs for

approval.

3. The Miami-Dade Police Department will ensure only authorized representatives provide services under this Memorandum of Understanding on Cooperation and that all Miami-Dade Police Department personnel selected to provide services pursuant to this Memorandum of Understanding on Cooperation must first be approved by Department of State, Bureau of International Narcotics and Law Enforcement Affairs no fewer than 30 days prior to the start of work.

4. The Miami-Dade Police Department will provide to Department of State, Bureau of International Narcotics and Law Enforcement Affairs monthly project status reports. The Miami-Dade Police Department will provide to Department of State, Bureau of International Narcotics and Law Enforcement Affairs a final report at the conclusion of the project, whether in Florida or internationally. All reports will be sent via electronic e-mail attachment to the Department of State, Bureau of International Narcotics and Law Enforcement Affairs Principal Representative or his/her designee, with copies to the relevant Department of State, Bureau of International Narcotics and Law Enforcement Affairs program officer and the U.S. Embassy Point of Contact.

5. Except when exigent circumstance require more urgent action, the Miami-Dade Police Department will submit all proposed curricula and other training materials to Department of State, Bureau of International Narcotics and Law Enforcement Affairs for approval three weeks prior to commencing training. The Miami-Dade Police Department agrees to make modifications to proposed training curricula or other project proposals to comply with Department of State, Bureau of International Narcotics and Law Enforcement Affairs program goals and foreign assistance guidelines. The Miami-Dade Police Department agrees that curricula and training materials developed to implement activities under the Memorandum of Understanding on Cooperation will be used for programs outside the context of this Memorandum of Understanding on Cooperation only if consent to such use has

been granted by Department of State, Bureau of International Narcotics and Law Enforcement Affairs. This limitation on delivery does not apply to pre-existing Miami-Dade Police Department training curricula or where the Miami-Dade Police Department seeks to deliver the training material to its own personnel.

6. The Miami-Dade Police Department will coordinate all foreign travel through Department of State, Bureau of International Narcotics and Law Enforcement Affairs. All Miami-Dade County personnel identified to participate in assistance programs under this Memorandum of Understanding on Cooperation must participate in a pre-deployment orientation and training course, which will be provided by Department of State, Bureau of International Narcotics and Law Enforcement Affairs.

7. Weapons are not necessary to carry out any projects under this Memorandum of Understanding on Cooperation. Miami-Dade County will ensure that Miami-Dade Police Department personnel are instructed not to take or carry any firearms while traveling to foreign countries in connection with activities under this Memorandum of Understanding on Cooperation unless agreements have been reached authorizing such carry. No weapons may be brought into country without the advance written approval of Department of State, Bureau of International Narcotics and Law Enforcement Affairs and Diplomatic Security. Miami-Dade County will ensure that Miami-Dade Police Department personnel are made aware they have no privileges or immunities from civil or criminal liability under foreign local law when in a foreign country in connection with activities undertaken in connection with this Memorandum of Understanding on Cooperation unless such privileges and immunities are confirmed by the U.S. Embassy in the host country.

8. The Miami-Dade Police Department is to provide the following under the terms of this Memorandum of Understanding on Cooperation:

a) Personnel;
b) Equipment, supplies, uniforms, and gear for all Miami-Dade Police Department personnel;
c) Training supplies and equipment needed to administer Department of State, Bureau of International Narcotics and Law Enforcement Affairs-sponsored training; and
d) Ground transportation to/from airport in Florida.

9. Prior to the commencement of each Department of State, Bureau of International Narcotics and Law Enforcement Affairs sponsored project, the Miami-Dade Police Department will submit to the Department of State, Bureau of International Narcotics and Law Enforcement Affairs Principal Representative, or his/her designee, a comprehensive budget that reflects a per-day rate for the Miami-Dade Police Department personnel and the costs of supplies and equipment, so that Department of State, Bureau of International Narcotics and Law Enforcement Affairs can determine if sufficient funds have been appropriated to cover these costs under the terms of Section V (B) (1) (a)-(f).

10. The Miami-Dade Police Department will participate with Department of State, Bureau of International Narcotics and Law Enforcement Affairs and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this Memorandum of Understanding on Cooperation.

11. The Miami-Dade Police Department will allow all cleared Department of State, Bureau of International Narcotics and Law Enforcement Affairs personnel and representatives unrestricted access to all training venues.

B. Responsibilities of the Bureau of International Narcotics and Law Enforcement Affairs:

1. Department of State, Bureau of International Narcotics and Law Enforcement Affairs or the relevant U.S. Embassy will pay all costs and fees associated with:

a) Travel, lodging, ground transportation, and per diem

costs for Miami-Dade Police Department personnel deployed to provide training, mentoring, and advisory services on Department of State, Bureau of International Narcotics and Law Enforcement Affairs police training programs;

b) Travel, lodging, ground transportation and per diem for any Department of State, Bureau of International Narcotics and Law Enforcement Affairs personnel visiting the Miami-Dade Police Department in connection with this Memorandum of Understanding on Cooperation;

c) Training supplies and equipment needed to administer Department of State, Bureau of International Narcotics and Law Enforcement Affairs sponsored training;

d) The costs associated with Section V(A)(8)(a)-(d) and costs included in the approved budget provided by the Miami-Dade Police Department to Department of State, Bureau of International Narcotics and Law Enforcement Affairs under Section V(A)(9);

e) Travel immunizations, antimalarials, or other travel related medicine; and

f) Personnel salary costs as outlined according to V (A) (9) above (including overtime and holiday pay), benefits (including travel and medical insurance while abroad) of all Miami-Dade Police Department personnel.

2. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will request country clearances for any Miami-Dade Police Department personnel being considered for travel to a foreign country in connection with activities under this Memorandum of Understanding on Cooperation.

3. INLwill train Miami-Dade Police Department personnel on international and local police standards as applicable, Department of State, Bureau of International Narcotics and Law Enforcement Affairs programs, country profiles, and foreign assistance goals. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will assist the Miami-Dade Police Department with modifying its deliverables to meet the particular needs of an identified country.

4. When available and appropriate, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will allow Miami-Dade Police Department personnel to share office space at facility locations where Department of State, Bureau of International Narcotics and Law Enforcement Affairs police program contractors and personnel are stationed. When available and appropriate, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will allow Miami-Dade Police Department personnel to utilize police program ground transportation and force protection while deployed overseas in a manner negotiated beforehand. When available and appropriate, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will allow Miami-Dade Police Department personnel access to and use of Department of State facilities in the country of deployment.

5. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will be responsible for trainee candidate vetting required pursuant to U.S. law, including section 620J of the Foreign Assistance Act of 1961, as amended. No trainee candidate is eligible to receive training, advice, or mentoring from the Miami-Dade Police Department until successfully vetted by Department of State, Bureau of International Narcotics and Law Enforcement Affairs.

6. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will obtain from each trainee candidate, prior to his/her training with the Miami-Dade Police Department, a certification that he/she is in good health and able to participate in all training sessions.

7. Prior to obtaining a travel visa for a trainee candidate, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will require the trainee to provide proof of medical insurance or traveler's medical insurance, or a signed statement by the trainee's government agency assuming responsibility for any medical expenses incurred when traveling to or participating in training at/with Miami-

Dade County.

8. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will provide the Miami-Dade County with a copy of unclassified assessments, reports, or other unclassified information necessary to provide an effective program.

9. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will be responsible for the overall development and management of the training, mentoring, and advising programs for each country in the region.

VI. Fiscal Terms

This Memorandum of Understanding on Cooperation does not obligate any funds. The Participants will cover their own costs, except as provided for in Section V(A)(8) and Section V(B)(l) or as outlined in other parts of this Memorandum of Understanding on Cooperation. Prior to each project or activity, as outlined in this Memorandum of Understanding on Cooperation, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will provide written authorization for Department of State, Bureau of International Narcotics and Law Enforcement Affairs' reimbursement of costs. Department of State, Bureau of International Narcotics and Law Enforcement Affairs payments under Section V (A) (9) will occur periodically and/or at the conclusion of each project and upon submission of invoices by Miami-Dade Police Department to Department of State, Bureau of International Narcotics and Law Enforcement Affairs. The Miami-Dade Police Department will supply Department of State, Bureau of International Narcotics and Law Enforcement Affairs with the necessary account information to verify the accuracy of the invoices and to affect the transfer of funds from Department of State, Bureau of International Narcotics and Law Enforcement Affairs or the relevant U.S. Embassy to Miami-Dade County accounts.

All expenses are to be paid directly to the traveler by the Participant responsible for covering such costs as agreed to under Sections V(A)(8) and V(B)(l) of this Memorandum of Understanding on Cooperation for each project or activity agreed under the procedures set forth in Section IV(A).

VII Financial Accounting

The Participants will maintain separate billing and accounting systems to track internal costs associated with activities undertaken under this Memorandum of Understanding on Cooperation.

VIII. Applicable Laws

This Memorandum of Understanding on Cooperation and all documents and actions pursuant to it will be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all work undertaken by the Miami-Dade County in connection with this Memorandum of Understanding on Cooperation will be consistent with Miami-Dade County and Department of State, Bureau of International Narcotics and Law Enforcement Affairs policies and procedures. At all times, Miami-Dade County personnel will respect host nation law.

IX. Dispute Resolution

In the event of a dispute between the Participants, Department of State, Bureau of International Narcotics and Law Enforcement Affairs and the Miami-Dade County will resolve that dispute in an informal fashion through consultation and communication. In the event such measures fail to resolve the dispute, they will refer it for resolution to the appropriate officials, as agreed to by both Participants.

X. Liability

The Participants understand that neither Department of State, Bureau of International Narcotics and Law Enforcement Affairs nor the United States Government bears any responsibility or liability for claims brought against the State of Florida, Miami-Dade County or its employees in connection with work performed or goods supplied by Miami-Dade Police Department or its employee's in connection with this Memorandum of Understanding on Cooperation.

XI. Public Information

A. To ensure sensitive or security-related information is protected, Miami-Dade County will make all efforts to coordinate with Department of State, Bureau of International Narcotics and Law Enforcement Affairs prior to the release of any public statements regarding projects or programs funded under this Memorandum of Understanding on Cooperation. Justification and explanation of Department of State, Bureau of International Narcotics and Law Enforcement Affairs' programs before Congress, and agencies, departments, and offices of the Federal Executive Branch will be the sole responsibility of Department of State, Bureau of International Narcotics and Law Enforcement Affairs. Miami-Dade County is to provide, upon Department of State, Bureau of International Narcotics and Law Enforcement Affairs' request, any information necessary to support Department of State, Bureau of International Narcotics and Law Enforcement Affairs' justifications or explanations of Department of State, Bureau of International Narcotics and Law Enforcement Affairs programs conducted under this Memorandum of Understanding on Cooperation.

XII. Other Terms and Conditions

A. Two originals of this Memorandum of Understanding on Cooperation are to be returned to Department of State, Bureau of International Narcotics and Law Enforcement Affairs by the Miami-Dade Police Department with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for the Miami-Dade Police Department; the other for Department of State, Bureau of International Narcotics and Law Enforcement Affairs.

B. Miami-Dade County will comply with all Department of State, Bureau of International Narcotics and Law Enforcement Affairs procurement policies and procedures, to include End Use Monitoring Reporting, when providing equipment to host governments. Information on these policies is available at http://inl-pa.state.gov. The Miami-Dade County understands that before providing equipment or commodities to any host government, it is to obtain approval from

Department of State, Bureau of International Narcotics and Law Enforcement Affairs.

C. The Miami-Dade County agrees that it will expeditiously initiate and complete the activities under this Memorandum of Understanding on Cooperation.

D. This Memorandum of Understanding on Cooperation may be amended if both Participants consent, in writing, or may be terminated by either Participant upon serving written notice to the other Participant. If the Memorandum of Understanding on Cooperation is terminated, the termination will be effective upon the sixtieth calendar day following notice.

E. When arranging air travel, Department of State, Bureau of International Narcotics and Law Enforcement Affairs will use travel guidelines set forth in 14 Foreign Affairs Manual (FAM) Sections 584.4, 584.5, 566, 567.2-1, and 567.2-2 through 567.2-5. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will pay for travel accommodations and routing by the most direct and economical means.

F. The Miami-Dade County will work with Department of State, Bureau of International Narcotics and Law Enforcement Affairs and with U.S. Embassies in the host and regional participating countries to ensure compliance with the prohibition on assistant to drug traffickers contained in Section 487 of the FAA. In particular, the Miami-Dade County must ensure that individuals receiving training financed under the Memorandum of Understanding on Cooperation sign the participant certification on narcotics offenses and drug trafficking provided to the Miami-Dade County by Department of State, Bureau of International Narcotics and Law Enforcement Affairs.

G. Limitations on assistance to security forces contained in Section 620J of the Foreign Assistance Act apply to projects and activities undertaken in connection with this Memorandum of Understanding on Cooperation. Section 620J requires that no United States Government foreign assistance be furnished to any unit of the security forces of a foreign country if the Secretary of State has credible evidence that such unit has committed gross violations of

human rights. Training by Miami-Dade County of units or individuals may not proceed until an appropriate vetting clearance is received from the Department of State.

H. Department of State, Bureau of International Narcotics and Law Enforcement Affairs will have the right to conduct inspections of each project.

I. This Memorandum of Understanding on Cooperation will not affect any pre-existing or independent relationships or obligations between Department of State, Bureau of International Narcotics and Law Enforcement Affairs and the Miami-Dade County.

J. Survival: The provisions of this Memorandum of Understanding on Cooperation that require performance after the expiration or termination of this Memorandum of Understanding on Cooperation will remain in force notwithstanding the expiration or termination of this Memorandum of Understanding on Cooperation.

XIII. Effective Date and Term

This Memorandum of Understanding on Cooperation will become effective when signed by Department of State, Bureau of International Narcotics and Law Enforcement Affairs and the Miami-Dade County and will continue into effect until January 31, 2021.

For the
Department of State,
Bureau of International Narcotics
and Law Enforcement Affairs

_____

Luis E. Arreaga Date
Acting Assistant Secretary
Bureau of International Narcotics
and Law Enforcement Affairs

For the
Miami-Dade Police Department

_____

Carlos A. Gimenez Date
Mayor

_____

J.D. Patterson Date
Director
Miami-Dade Police Department