

MEMORANDUM

Agenda Item No. 8(I)(2)

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

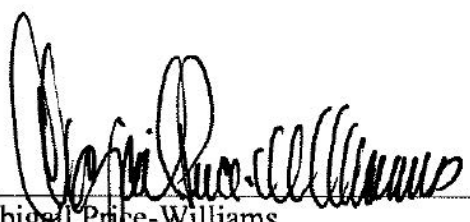
DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of a Memorandum of Understanding between United States Customs and Border Protection and Miami-Dade County, by and through the Miami-Dade Police Department, for participation in the Miami-Dade County Multi-Agency Auto Theft Task Force; authorizing the County Mayor to execute the Memorandum of Understanding for a period of five years, and to exercise any termination and modification provisions contained therein

Resolution No. R-965-20

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

Date: October 6, 2020

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

From: Carlos A. Gimenez
Mayor 

Subject: Memorandum of Understanding Between the U.S. Customs and Border Patrol and
the Miami-Dade Police Department for Participation in the Miami-Dade County
Multi-Agency Auto Theft Task Force

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (Board) approve the attached resolution giving the County Mayor or County Mayor's designee the authority to execute a Memorandum of Understanding (MOU) between the U.S. Customs and Border Protection (CBP) and the Miami-Dade County, by and through the Police Department (MDPD), for participation in the Miami-Dade County Multi-Agency Auto Theft Task Force (MDCMAATTF). It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute the MOU for a period of five years, and to exercise the termination, and modification provisions contained therein. This MOU will be effective upon signature by all parties and shall be reviewed annually. This MOU shall remain in full force and effect for five years until specifically terminated by one of the parties to the MOU.

Scope

This MOU will support countywide services.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to enter into and execute the MOU, in substantially the form attached to the resolution, between the CBP and the County, for participation in the MDCMAATTF for five years. The County Mayor or County Mayor's designee is further authorized to exercise any amendment, termination, extension, and/or renewal provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

To ensure compliance with contract requirements, this MOU will be monitored by Major Jose L. Aragu, of the MDPD's Seaport Operations Bureau.

Background

The CBP and the MDPD have partnered as members of the MDCMAATTf since 1995. The MDCMAATTf is comprised of the CBP, the U.S. Immigration and Customs Enforcement, and the MDPD. Efforts of the MDCMAATTf focus on providing a comprehensive approach to combating the problem of auto theft and auto exportation occurring at PortMiami and the Miami River.

The MDPD's Seaport Operations Bureau is designated to support the law enforcement functions at PortMiami by providing regular police services, such as responding to calls-for-service, traffic control, routine patrol, terminal and facility security, random police checkpoints, general investigation functions, and waterborne patrol. In addition to providing regular police services, the MDCMAATTf falls under the purview of MDPD's Seaport Operations Bureau. On-site MDCMAATTf detectives coordinate with federal, state, and local partners to collect, analyze, and disseminate pertinent data used to prosecute individuals engaged in auto theft activities at PortMiami and the Miami River.

The purpose of the MOU attached to the resolution is to set forth the terms by which CBP and MDPD will exchange information, coordinate efforts, and share assets related to the MDCMAATTf.



Maurice L. Kemp
Deputy Mayor



MEMORANDUM (Revised)

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

DATE: October 6, 2020

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)
10-6-20

RESOLUTION NO. R-965-20

RESOLUTION APPROVING TERMS OF A MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES CUSTOMS AND BORDER PROTECTION AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR PARTICIPATION IN THE MIAMI-DADE COUNTY MULTI-AGENCY AUTO THEFT TASK FORCE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR A PERIOD OF FIVE YEARS, AND TO EXERCISE ANY TERMINATION AND MODIFICATION PROVISIONS CONTAINED THEREIN

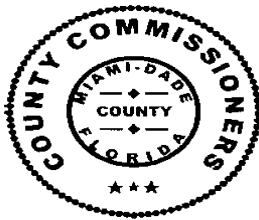
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Memorandum of Understanding between U.S. Customs and Border Protection and Miami-Dade County, by and through the Miami-Dade Police Department, for participation in the Miami-Dade County Multi-Agency Auto Theft Task Force; and authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding for a period of five years, in substantially the form attached hereto and incorporated herein by reference, and to exercise any termination and modification provisions contained therein, as may be necessary on behalf of Miami-Dade County.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata



**U.S. Customs and
Border Protection**

MEMORANDUM OF UNDERSTANDING
Between
U.S. CUSTOMS AND BORDER PROTECTION
And
MIAMI-DADE COUNTY
Regarding
MIAMI-DADE COUNTY MULTI-AGENCY AUTO THEFT TASK FORCE

PARTIES.

The parties to this agreement are U.S. Customs and Border Protection (CBP), whose address is 903 South America Way, Miami, FL 33132, and Miami-Dade County, by and through the Miami-Dade Police Department (MDPD), whose address is 903 South America Way, Miami, FL 33132 (hereinafter, the Parties).

AUTHORITY.

This agreement is authorized under the provisions of 19 U.S.C. § 1627a.

PURPOSE.

The purpose of this agreement is to set forth terms by which CBP and MDPD will exchange information and coordinate efforts and assets in support of the Miami-Dade County Multi-Agency Auto Theft Task Force (MDCMAATTf).

The MDCMAATTf was established in 1995 with the Miami-Dade Police Department assuming the role for investigation, prosecution, and administrative support. The MDCMAATTf is comprised of U.S. Customs and Border Protection, U.S. Immigration and Customs Enforcement, and the Miami-Dade Police Department. It focuses on comprehensive efforts to address the problem of auto theft. Efforts are concentrated on increased investigative endeavors and the collection, analysis, and dissemination of pertinent data.

RESPONSIBILITIES.

CBP agrees to share vehicle export documents submitted for export validation with the MDCMAATTf for case investigation purposes. Vehicle export documents include original

vehicle titles, bills of sale, lien release statements, carrier proof of custody documents, and dock receipts.

MDPD agrees to share information contained in state and local databases pertaining to vehicles presented to CBP for export.

Both Parties agree to conduct joint operations focused on stolen vehicle interdiction. Both Parties will be responsible for their own acts or the acts of their agents or representative(s) and the results thereof to the extent authorized by law. The liability of the Parties shall be governed by applicable state and Federal laws.

There are no reporting requirements as part of this agreement.

POINTS OF CONTACT.

The CBP point of contact regarding the provisions of this MOU is:

Christopher Dow
Assistant Port Director
U.S. Customs and Border Protection
903 South America Way
Miami, FL 33132
Telephone: 305-536-5007

The MDPD point of contact regarding the provisions of this MOU is:

Jose L. Aragu
Police Bureau Major
Seaport Operations Bureau
Miami-Dade Police Department
903 South America Way
Miami, FL 33132
Telephone: 305-329-4059

OTHER PROVISIONS.

Any additional records, other than the vehicle export documents presented to CBP and referenced above, must be requested from CBP in writing and shall only be released with the consent and written authorization of the Privacy and Diversity Office, U.S. Customs & Border Protection, Department of Homeland Security (DHS).

CBP and the MDPD acknowledge that this MOU does not constitute the obligation of monetary funds or promise of indemnification by either Party. Nothing in this MOU authorizes, or is intended to obligate, the agencies to expend, exchange, or reimburse funds, services, or transfer,

or receive anything of value. Furthermore, no provisions of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. § 1341, The Anti-Deficiency Act.

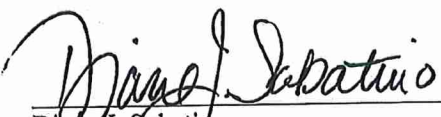
MODIFICATION.

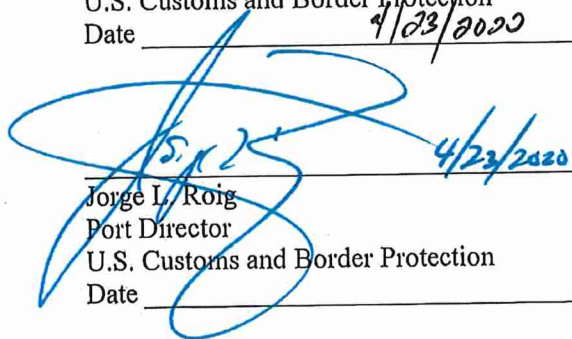
This agreement may be modified upon the mutual consent of the Parties. Requests should be submitted orally or in writing to the designated point of contact. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.

EFFECTIVE DATE AND TERMINATION.

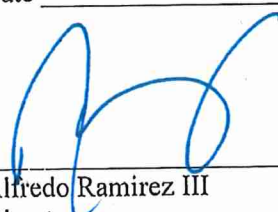
The undersigned representatives have the authority to execute this MOU on behalf of their respective agencies/departments for purposes as stated herein. In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. This MOU shall be reviewed annually and shall remain in force and effect until specifically abrogated by one of the Parties to this agreement with a thirty (30) day notice to the other Party.

Nothing in this MOU is intended to conflict with current applicable laws or regulations, or the directives of DHS, CBP, or the MDPD. If a term in this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full effect. This MOU represents the entire agreement between the Parties and supersedes all agreements, whether written or oral.


Diane J. Sabatino
Director, Field Operations
Miami/Tampa Field Office
U.S. Customs and Border Protection
Date 4/23/2020


Jorge L. Roig
Port Director
U.S. Customs and Border Protection
Date 4/23/2020

Carlos A. Gimenez
Mayor
Miami-Dade County
Date _____


Alfredo Ramirez III
Director
Miami-Dade Police Department
Date 7/31/20