

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 20, 2021

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving the terms of a Memorandum of Understanding on Cooperation, for a period of five years, between the Bureau of International Narcotics and Law Enforcement Affairs of the U.S. Department of State and Miami-Dade County, by and through the Miami-Dade Police Department, for training of international law enforcement personnel and assistance with anti-crime efforts overseas; authorizing the County Mayor to execute the Memorandum of Understanding and exercise all provisions set forth therein, including amendments as to the countries trained, courses offered, and funds received, and termination provision; and authorizing the County Mayor to apply for, receive, and expend available funds to implement this program

Resolution No. R-23-21

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.



Geri Bonzon-Keenan
Successor County Attorney

GBK/smm

Memorandum



Date: January 20, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving the Terms of and Authorizing the 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

Recommendation

It is recommended that the Miami-Dade Board of County Commissioner (Board) approve the attached resolution approving the terms of a Memorandum of Understanding (MOU) on Cooperation between The Bureau of International Narcotics and Law Enforcement Affairs (INL) of the U.S. Department of State and Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD), to train international law enforcement personnel and provide assistance with anti-crime efforts overseas. It is also recommended that this Board authorize the County Mayor or County Mayor’s designee to execute the MOU and exercise all provisions set forth therein. In addition, it is also recommended that the Board authorize the County Mayor or County Mayor’s designee to apply for, receive, and expend available funds to implement this program. This MOU will be effective upon signature by all parties, and will remain in effect until January 31, 2026.

Scope

This MOU provides for the continuation of a cooperative relationship between the U.S. Department of State, INL, and the County via the MDPD.

Fiscal Impact/Funding Source

The INL estimates that approximately \$1 million in funding per year will be allocated for the implementation of this program. Such funding will be used to reimburse the County and MDPD for allowable program expenses, such as personnel, travel, training course materials, supplies, equipment, and other items. Training and other services provided by the MDPD will be conducted on an overtime basis.

Track Record/Monitor

To ensure compliance with requirements of this MOU, all activities and services will be monitored by Major Carlos Gonzalez, of the MDPD’s Miami-Dade Public Safety Training Institute.

Background

The Bureau of International Matters (INM) was created in 1978 to reduce drug trafficking from Latin America into the United States. The INM’s mission expanded beyond combating drugs to fighting corruption and transnational crime around the world. To reflect its expanded mission, the INM was re-established in 1995 as the INL. Today, the INL uses a wide range of tools to counter crime, illegal drugs, and instability abroad, including foreign assistance, bilateral diplomacy, multilateral engagement, and reporting, sanctions, and rewards. The INL has two complementary core competencies: (1) helping partner governments assess, build, reform, and sustain competent and legitimate criminal justice systems, and (2) developing and implementing the architecture necessary for international drug control and cross-border law enforcement cooperation. The INL works with partner nations, international and regional organizations, non-governmental organizations, and U.S. federal, state, and local criminal justice entities to achieve its mission.

The MDPD’s partnership with the INL began in 2012, pursuant to Resolution No. R-690-12, which authorized the MDPD to conduct training, advise, and mentor law enforcement personnel from Columbia, Costa Rica, Ecuador, Egypt, Guatemala, Haiti, Honduras, and Mexico. Based on the quality of training and expertise provided by the MDPD, the INL invited the County, through the MDPD, to continue this innovative partnership for another five year-term. The County, through the MDPD, will continue working with the Department of State in partnership with international law enforcement personnel, and share best practices related to anti-crime efforts.

The MOU establishes a mutual framework governing the respective responsibilities of the INL and the County, through the MDPD, to provide assistance to foreign governments relative to international criminal activities. It is the intent of the INL that the MDPD will, consistent with the terms of the MOU, train, mentor, and advise international law enforcement personnel. Achieving this goal will require familiarizing the INL with MDPD training offered to such personnel and familiarizing the MDPD personnel with INL and its role in the provision of foreign assistance. The terms and conditions or operational plan(s) for the provision of services by the MDPD will be specified in the addendum to the MOU. The INL will pay the County for the costs of the services provided by the MDPD.

As the INL identifies countries and their respective law enforcement agencies to participate in this program, a training plan is developed, including a scope of work and budget, for each participating country. The INL also identifies which MDPD training courses are appropriate for each country, and then provides the County with an amendment to the MOU documenting a required training plan for each participating country. Once the amendment is approved by the County and INL, training activities are planned and conducted. At the conclusion of training for each participating country, services provided by the MDPD are reimbursed by the INL, as permitted by the MOU.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 20, 2021

FROM: 
Gen Bonzon-Keenan
Successor 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)
1-20-21

RESOLUTION NO. R-23-21

RESOLUTION APPROVING THE TERMS OF A MEMORANDUM OF UNDERSTANDING ON COOPERATION, FOR A PERIOD OF FIVE YEARS, BETWEEN THE BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS OF THE U.S. DEPARTMENT OF STATE AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR TRAINING OF INTERNATIONAL LAW ENFORCEMENT PERSONNEL AND ASSISTANCE WITH ANTI-CRIME EFFORTS OVERSEAS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND EXERCISE ALL PROVISIONS SET FORTH THEREIN, INCLUDING AMENDMENTS AS TO THE COUNTRIES TRAINED, COURSES OFFERED, AND FUNDS RECEIVED, AND TERMINATION PROVISION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND AVAILABLE 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:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Approves the terms of a Memorandum of Understanding on Cooperation, for a period of five years, between the Bureau of International Narcotics and Law Enforcement Affairs of the U.S. Department of State and Miami-Dade County, by and through the Miami-Dade Police Department, for training of international law enforcement personnel and assistance with anti-crime efforts overseas, in substantially the form attached hereto and made a part hereof.

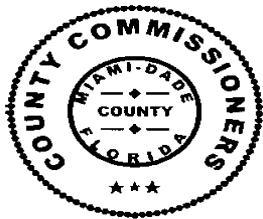
Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the Memorandum of Understanding on Cooperation and exercise all provisions set forth therein, including amendments as to the countries trained, courses offered, and funds received, and termination provision.

Section 4. Authorizes the County Mayor or County Mayor’s designee to apply for, receive, and expend available 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 of the U. S. Department of State, for and 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 **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2021. 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.

APP

Shanika A. Graves
Altanese Phenelus

2021
**MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
BUREAU OF INTERNATIONAL NARCOTICS
AND LAW ENFORCEMENT AFFAIRS OF THE
U.S. DEPARTMENT OF STATE
AND
MIAMI-DADE COUNTY**

I. Purpose

This Memorandum of Understanding on Cooperation (MOU) is entered into by and between the U.S. Department of State's Bureau of International Narcotics and Law Enforcement Affairs (INL) and Miami-Dade County, by and through its department, the Miami-Dade Police Department (MDPD), 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 (FAA) (22 USC 2291 *et seq.*).

II. Scope

It is the intent of INL that MDPD will provide, consistent with this MOU, training, mentoring, and advising on policing matters to foreign personnel (referred to as trainees). Achieving this goal will involve familiarizing INL personnel with the MDPD training offered to such trainees and familiarizing MDPD with INL and its role in the provision of foreign assistance. The terms and conditions or operational plan for the provision of services by MDPD will be specified in attached addenda, as appropriate. It is the intent of the Participants that INL will pay for the costs of the services provided by MDPD.

III. Points of Contact

To provide for consistent and effective communication between MDPD and INL, each Participant will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOU.

The INL Principal Representative is:

Cathy Marchese,
State and Local Partner Training Coordinator
INL Office of Knowledge Management
U.S. Department of State
2401 E Street NW
Suite L 700
Washington, DC 20037

Office (202) 634-1175
Fax (202)-634-1449
Email: MarcheseCE@state.gov

The MDPD Principal Representative is: Carlos D. Gonzalez, Major
Office (305) 715-5101
Fax (305)715-5053
Email: carlosgonzalez@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 MOU, the Participants, acting through the Principal Representatives or authorized designees, will review and mutually approve such projects and activities proposed to be conducted under this MOU. 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 MOU must provide sufficient details (who, what, where, and when) on their intended goals, results, activities, performance measurements, and cost. Such projects and proposals will be sent via electronic email attachment to the Principal Representative(s) or his/her designee, with copies to the relevant INL program officer and the Embassy Point of Contact.
- C. Except when exigent circumstances require more immediate action, such proposals for projects and activities to be undertaken under this MOU should be submitted to the other Participant's Principal Representative for consideration and approval at least 45 days in advance of the proposed activity or project 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 MOU, the Participants acknowledge that each has the following responsibilities:

A. Responsibilities of MDPD:

- 1. MDPD will provide goods or services in accordance with the purpose, terms, and conditions of this MOU.
- 2. MDPD 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 INL for approval.

3. MDPD will ensure only authorized representatives provide services under this MOU and that all MDPD personnel selected to provide services pursuant to this MOU must first be approved by INL no less than 30 days prior to the start of work.
4. MDPD will provide to INL monthly project status reports. MDPD will provide to INL a final report at the conclusion of the project, whether in Florida or internationally. All reports will be sent via electronic email attachment to the INL Principal Representative or his/her designee, with copies to the relevant INL program officer and the Embassy Point of Contact.
5. MDPD will submit all proposed curricula and other training materials to INL for approval. MDPD will modify proposed training curricula to comply with INL program goals and foreign assistance guidelines. MDPD is to notify INL of its intention to share any of its INL-specific curricula or training materials with other state or local U.S. law enforcement agencies prior to sharing this information and is to secure INL approval prior to sharing any curriculum or training materials with a U.S. federal agency, foreign government, or non-law enforcement agency. MDPD will grant the USG unrestricted licenses to any training curricula funded by and developed specifically for INL programs.
6. MDPD will coordinate all foreign travel through INL. All MDPD personnel identified to participate under this MOU must participate in a pre-deployment orientation and training course, which will be provided by INL.
7. Weapons are not necessary to carry out any projects under this MOU. MDPD will ensure that MDPD personnel are instructed not to take or carry any firearms while traveling to foreign countries in connection with activities under this MOU unless agreements have been reached authorizing such carry. No weapons may be brought into any country without the advance written approval of INL and Diplomatic Security. MDPD will ensure that MDPD 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 MOU.
8. MDPD is to provide the following under the terms of this MOU:
 - a) Salaries (including overtime and holiday pay), benefits, and insurance (including travel and medical insurance while abroad) of all MDPD personnel;
 - b) Personnel;
 - c) Equipment, supplies, uniforms, and gear for all MDPD personnel;
 - d) Training supplies and equipment needed to administer INL sponsored training; and
 - e) Travel immunizations, anti-malarials or other travel related medicines; and

f) Ground transportation to/from airport in Florida.

9. Prior to the commencement of each INL sponsored project, MDPD will submit to the INL Principal Representative, or his/her designee, a comprehensive budget that reflects a per day rate for MDPD personnel, supplies and equipment costs, so that INL can determine if sufficient funds have been appropriated to cover these costs under the terms of Section V (B) (1)(a)-(f).
10. MDPD will participate with INL and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this MOU.
11. MDPD will allow all cleared INL personnel and representatives unrestricted access to all training venues.

B. Responsibilities of INL:

1. INL or the relevant U.S. Embassy will pay all costs and fees associated with:
 - a) Travel, lodging, ground transportation, and per diem costs for MDPD deployed to provide training, mentoring, and advisory services for INL police training programs;
 - b) Travel, lodging, ground transportation and per diem for any INL personnel visiting the MDPD training in connection with this MOU;
 - c) Training supplies and equipment needed to administer INL sponsored training;
 - d) The costs associated with Section V(A)(8)(a)-(d) and costs included in the approved budget provided by MDPD to INL under Section V(A)(9);
 - e) Ground transportation to/from airport in Florida; and
 - f) INL will provide MDPD with contact information for INL personnel who will be responsible for reimbursement.
2. INL will request country clearances for any MDPD personnel being considered for travel to a foreign country in connection with activities under this MOU.
3. INL will train MDPD personnel on international and local police standards as applicable, INL programs, country profiles, and foreign assistance goals. INL will assist MDPD with modifying its deliverables to meet the particular needs of an identified country.
4. When available and appropriate, INL will allow MDPD personnel to share office space at facility locations where INL police program contractors and personnel are stationed. When available and appropriate, INL will allow MDPD personnel to utilize police program ground transportation and force protection while deployed overseas in a manner negotiated beforehand.

5. INL will be responsible for trainee candidate vetting required pursuant to U.S. law, including section 620M of the Foreign Assistance Act of 1961, as amended. No trainee candidate is eligible to receive training, advice, or mentoring from MDPD until successfully vetted by INL.
6. INL will obtain from each trainee candidate, prior to his/her training with MDPD, 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, INL 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 MDPD.
8. INL will provide MDPD with a copy of unclassified assessments, reports, or other unclassified information necessary to provide an effective program.
9. INL 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 MOU 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)(1) or as outlined in other parts of this MOU. Prior to each project or activity, as outlined in this MOU, INL will provide written authorization for INL's reimbursement of costs. INL payments under Section V (A)(9) will occur periodically and/or at the conclusion of each project and upon submission of invoices by MDPD to INL. MDPD will supply INL with the necessary account information to verify the accuracy of the invoices and to affect the transfer of funds from INL or the relevant U.S. Embassy to MDPD 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)(1) of this MOU 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 MOU.

VIII. Applicable Laws

This MOU 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 MDPD in connection with this MOU will be consistent with

MDPD and INL policies and procedures. At all times, MDPD personnel will respect host nation law.

IX. Dispute Resolution

In the event of a dispute between the Participants, INL and MDPD 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 INL nor the United States Government (USG) bears any responsibility or liability for claims brought against the State of Florida, MDPD or its employees in connection with work performed or goods supplied by MDPD or its employees in connection with this MOU.

XI. Public Information

- A. In general, INL is responsible for all information released to the public about this MOU and projects and activities undertaken in connection with this MOU. MDPD will seek and obtain approval from INL before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOU, except that MDPD may make public announcements and respond to all inquiries relating to MDPD's ordinary procurement and contract award and administration process without obtaining such prior approval.
- B. Justification and explanation of INL's programs before Congress, and agencies, departments, and offices of the Federal Executive Branch will be the sole responsibility of INL. MDPD is to provide, upon INL's request, any information necessary to support INL's justifications or explanations of INL programs conducted under this MOU.

XII. Other Terms and Conditions

- A. An original of this MOU is to be returned to INL by MDPD with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for MDPD; the other for INL.
- B. MDPD will comply with all INL procurement policies and procedures, to include End Use Monitoring Reporting, when providing equipment to host governments. Information on these policies is available from INL's Principle Representative. MDPD understands that before providing equipment or commodities to any host government, it is to obtain approval from INL.
- C. MDPD agrees that it will expeditiously initiate and complete the activities under this MOU.

- D. This MOU 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 MOU is terminated, the termination will be effective upon the sixtieth calendar day following notice.
- E. When arranging air travel, INL will use travel guidelines set forth in 14 FAM. INL will pay direct for travel accommodations and routing by the most direct and economical means.
- F. MDPD will work with INL and with U.S. Embassies in the host and regional participating countries to ensure compliance with the prohibition on assistance to drug traffickers contained in Section 487 of the FAA. In particular, MDPD must ensure that individuals receiving training financed under this MOU sign the participant certification on narcotics offenses and drug trafficking provided to MDPD by INL.
- G. Limitations on assistance to security forces contained in Section 620M of the FAA apply to projects and activities undertaken in connection with this MOU. Section 620M requires that no U.S. 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 MDPD of units or individuals may not proceed until an appropriate vetting clearance is received from the Department of State.
- H. INL will have the right to conduct inspections of each project.
- I. This MOU will not affect any pre-existing or independent relationships or obligations between INL and MDPD.
- J. Survival: The provisions of this MOU that require performance after the expiration or termination of this MOU will remain in force notwithstanding the expiration or termination of this MOU.

XIII. Effective Date and Term

This MOU will become effective when signed by INL and Miami-Dade County and will continue into effect until January 31, 2026.

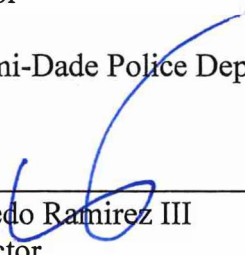
Department of State,
Bureau of International Narcotics
and Law Enforcement Affairs

Miami-Dade County:

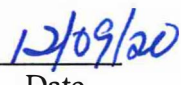
Kirsten D. Madison Date
Assistant Secretary
Bureau of International Narcotics
and Law Enforcement Affairs

Daniella Levine Cava Date
Mayor

Miami-Dade Police Department:



Alfredo Ramirez III
Director



Date