

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's action of executing a Memorandum of Understanding ("MOU"), between Miami-Dade County, by and through the Miami-Dade Police Department, and the Miami-Dade State Attorney's Office, in an amount not to exceed \$195,680.00, for the purpose of implementing the Miami-Dade Northside District Gun Violence Reduction Initiative, for a term ending on September 30, 2021, which may be extended on a month-to-month basis until such funding is exhausted; and authorizing the County Mayor to exercise the termination provision contained therein and to execute modifications, provided that such modifications do not alter the purpose of the MOU

Resolution No. R-292-21

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.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: April 20, 2021

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

From: Daniella Levine Cava
Mayor

A handwritten signature in cursive script that reads "Daniella Levine Cava".

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Memorandum of Understanding Between the Miami-Dade State Attorney's Office and Miami-Dade County for the Miami-Dade Northside District Gun Violence Reduction Initiative

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively approving and authorizing the County Mayor's or County Mayor's designee's action of executing a Memorandum of Understanding (MOU), in an amount not to exceed \$195,680.00, between Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD) and the Miami-Dade County State Attorney's Office (SAO), for the formal establishment and implementation of the Miami-Dade Northside District Gun Violence Reduction Initiative, for a term beginning on October 1, 2020, and ending on September 30, 2021. After September 30, 2021, this MOU may be extended on a month-to-month basis until allocated funding is exhausted or the initiative is terminated.

Scope

This MOU provides for a cooperative effort between the County, through the MDPD, and the SAO to reduce gun related violence throughout the County.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute the MOU between the County, by and through the MDPD, and the SAO. The County Mayor or County Mayor's designee is also authorize to exercise the termination provision and to execute modifications, provided that such modifications do not alter the purpose of the MOU, which is to investigate and prosecute gun-related offenses. The County Mayor or the County Mayor's designee is further authorized to extend the term of the MOU until such time that the funding authorized herein is exhausted.

Fiscal Impact/Funding Source

The MDPD shall reimburse the SAO, in an amount not to exceed \$195,680.00 for the term of this MOU or for any extensions thereof until such funding is exhausted, for the salaries, benefits, and expenses related to employing one investigator and one Assistant State Attorney.

Track Record/Monitor

Major Shawn C. Browne, of the MDPD's Northside District, will track and monitor compliance with this MOU.

Background

In 2016, the SAO launched the Miami-Dade Northside District Gun Violence Reduction Initiative (GVI) with the MDPD's Northside District and the Miami Police Department's North District. The GVI's mission of investigating and prosecuting gun violence offenders has been and continues to be supported by embedding prosecutors, SAO investigators, and other SAO staff in affected areas to work closely with law enforcement and County residents. Prosecutors respond to every gun-related homicide and contact shooting in the covered area, and provide immediate support to law enforcement at the earliest possible stage of all investigations. Additionally, SAO victim counselors respond to assist victims with counseling, relocation, and other victim-related services.

The GVI has led to the arrests of 74 defendants for gun-related charges, including possession of a firearm by a convicted felon, attempted murder, and murder. Moreover, the collaboration has resulted in the confiscation of over 40 illegal firearms including handguns, shotguns, and assault rifles and successful prosecutions of over 90 percent of the criminal cases filed by the SAO.

Encouraged by the GVI's success, the SAO and the MDPD would like to continue their partnership and formalize the relationship, through an MOU. Since its launch in 2016, this is the first time that SAO positions assigned to GVI have been funded by MDPD.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
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 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)(1)
4-20-21

RESOLUTION NO. R-292-21

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTION OF EXECUTING A MEMORANDUM OF UNDERSTANDING ("MOU"), BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND THE MIAMI-DADE STATE ATTORNEY'S OFFICE, IN AN AMOUNT NOT TO EXCEED \$195,680.00, FOR THE PURPOSE OF IMPLEMENTING THE MIAMI-DADE NORTHSIDE DISTRICT GUN VIOLENCE REDUCTION INITIATIVE, FOR A TERM ENDING ON SEPTEMBER 30, 2021, WHICH MAY BE EXTENDED ON A MONTH-TO-MONTH BASIS UNTIL SUCH FUNDING IS EXHAUSTED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN AND TO EXECUTE MODIFICATIONS, PROVIDED THAT SUCH MODIFICATIONS DO NOT ALTER THE PURPOSE OF THE MOU

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. Retroactively approves the Memorandum of Understanding ("MOU"), in substantially the form attached hereto as Exhibit A and made a part hereof, between Miami-Dade County, by and through the Miami-Dade Police Department, and the Miami-Dade County State Attorney's Office for the purpose of implementing the Miami-Dade Northside District Gun Violence Reduction Initiative, in an amount not to exceed \$195,680.00, for a term ending on September 30, 2021, which may be extended on a month-to month basis, until such funding is

exhausted, for the formal establishment and implementation of their joint effort to investigate and prosecute perpetrators of gun violence, which is intended to reduce gun violence in affected communities throughout Miami-Dade County.

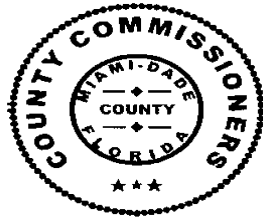
Section 2. Retroactively authorizes County Mayor or County Mayor’s designee to execute the Memorandum of Understanding with the Miami-Dade County State Attorney’s Office.

Section 3. Authorizes the County Mayor or County Mayor’s designee to exercise the termination provision contained therein and to execute modifications, provided that such modifications are consistent with the term or purpose of the MOU as provided in section 1 above.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** 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 April, 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.

A handwritten signature in black ink, appearing to be "SG" followed by a horizontal line.

Shanika A. Graves

MEMORANDUM OF UNDERSTANDING
FOR
MIAMI-DADE NORTHSIDE DISTRICT GUN VIOLENCE
REDUCTION INITIATIVE

PREAMBLE:

This Memorandum of Understanding (MOU) is being executed between the Miami-Dade County State Attorney's Office (SAO) and the Miami-Dade County, by and through the Miami-Dade Police Department (MDPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the agencies involved.

PURPOSE:

This MOU establishes and delineates the mission of the Miami-Dade Northside District Gun Violence Reduction Initiative as a joint effort. Additionally, this MOU formalizes the relationship between and among the participating agencies in order to foster an efficient and cohesive initiative capable of investigating and eradicating gun violence with the Miami-Dade Police Department.

MISSION:

The mission of the Miami-Dade Northside District Gun Violence Reduction Initiative is to investigate and prosecute perpetrators of gun violence.

OBJECTIVES:

To investigate and prosecute perpetrators of gun violence.

To improve the quality of life in affected communities by substantially reducing gun related crimes.

To collect and share intelligence about felons in possession of firearms in order to investigate and prosecute those offenders.

To provide MDPD with legal support, guidance and training to ensure prosecutable cases.

SCOPE OF SERVICES BY THE PARTIES:

The SAO will designate an Assistant State Attorney experienced in investigating violent crimes involving firearms to provide legal support to MDPD. Specifically, the Assistant State Attorney (ASA) will be responsible for performing the following duties:

1. Reporting to homicide and contact shooting scenes to provide MDPD with legal support to ensure prosecutable cases;

2. Working with community members to conduct outreach to address and break the 'anti-snitch' mentality by making him/herself available and approachable to community members; and
3. Assisting MDPD in proactively identifying chronic firearm offenders.

The SAO will also designate an investigator experienced in homicide investigations or comparable investigative experience, who will be responsible for assisting in criminal investigations and providing logistical support to Assistant State Attorneys in their preparation and prosecution of criminal cases associated with the Miami-Dade Northside District Gun Violence Reduction Initiative. Specifically, the SAO investigator will be responsible for performing the following duties:

1. Assisting detectives employed by MDPD assigned to homicides and contact shooting investigations;
2. Assisting MDPD in conducting surveillance operations of suspects of gun related crimes;
3. Locating reluctant and uncooperative witnesses and monitoring their whereabouts throughout the court proceedings.

METHOD OF PAYMENT:

Subject to the terms of this MOU, MDPD shall provide funding to the SAO to be used as a reimbursement for the salaries, benefits, and related operating expenses of employing one (1) investigator and one (1) Assistant State Attorney but said funding shall not exceed a total dollar amount of \$195,680.00, during the term of this MOU, and in accordance with budget itemized in Attachment 1 affixed to this MOU and is incorporated by reference herein.

The SAO's request for reimbursement shall be submitted to MDPD monthly and reimbursement by MDPD shall be made on the basis of an itemized report of disbursements, in a format agreed to between the parties. The SAO will provide MDPD with an invoice indicating the monthly compensation, benefits, and expenses paid to the investigator and the ASA. Compensation, benefits, and expenses include all expenditures on the part of the SAO associated with employing the investigator and the ASA.

TERM:

The term of this agreement commences October 1, 2020 and expires on September 30, 2021. With the concurrence of the SAO and the MDPD, the contract may be extended on a month-to-month basis after September 30, 2021 and shall remain on a month-to-month basis until the funding allocated for the MOU has been depleted or terminated pursuant to the Special Provisions of the MOU.

SPECIAL PROVISIONS:

Termination: This MOU may be terminated by either party at any time with or without cause upon thirty

(30) days written notification, or a lesser period agreed to by both parties. Such notice shall be delivered by Certified Mail with Return Receipt Requested to the Parties' representative and addresses specified in the 'Notices and Contacts' section of this MOU.

Management and Evaluation: The SAO shall be responsible for management and evaluation of the Assistant State Attorney and the investigator hired pursuant to the terms of this MOU.

Funding: This MOU is contingent upon all MDPD funding provided not being subject to any State of Florida service charges or administrative assessments.

Notices and Contact: The following individuals shall represent the parties in the performance of this agreement:

Annette Perez
Executive Director
State Attorney's
Office 1350 NW 12
Avenue Miami, FL
33196

Alfredo Ramirez, III
Director
Miami-Dade Police
Department 9105 NW 25
Street
Doral, FL 33172

Construction of Laws: The agreement between the parties shall consist of the terms contained in this MOU and any subsequent written addendum, if any, must be agreed upon and executed by both parties pursuant to the laws of Florida.

Severability: If any provision of this MOU or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this MOU, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Modification of this MOU: This MOU may be modified upon mutual consent of both parties. The Executive Director of the SAO may negotiate and enter into additional binding terms or modification of terms to this MOU. Any modification shall be in writing and executed by the Miami-Dade Police Department and the Executive Director of the SAO.

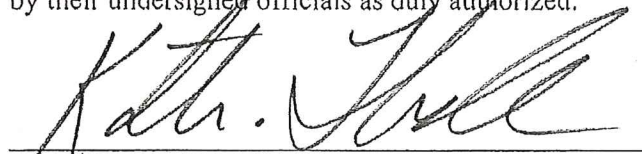
Binding Authority: Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.

Public Records: The SAO understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MDPD records, subject to exemptions of disclosure under applicable law (e.g., Social Security Number, Driver's License Number, etc.), and the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the MDPD and the public to all documents subject to disclosure under applicable law. SAO's failure or refusal to comply with the provisions of this section may result in the immediate cancellation of this MOU by the MDPD.

No Third-Party Beneficiaries: There are no express or implied third-party beneficiaries to this memorandum of agreement.

Employment: The Parties understand that the SAO will employ and is the sole employer of the investigator and Assistant State Attorney contemplated under this MOU. The SAO understands that it will employ the investigator and Assistant State Attorney as a regular payroll staff member of the SAO and afford them with any eligible State employee benefits. As such, the SAO understands it will assume any and all responsibility for first party workers compensation claims, as well as all third party liability losses of any kind and nature in connection with any claims against the investigator contemplated under this MOU.

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



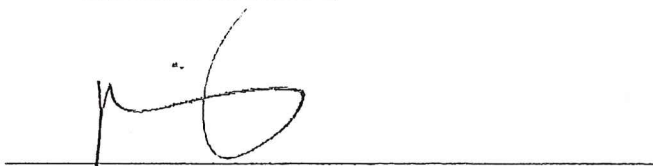
KATHERINE FERNANDEZ RUNDLE
State Attorney

State Attorney's Office, 11th Judicial Circuit of Florida

Date: 2/10/21

DANIELLA LEVINE CAVA
Mayor
Miami-Dade County

Date: _____



ALFREDO RAMIREZ, III
Director
Miami-Dade Police Department

Date: 1/29/21

MIAMI-DADE POLICE DEPARTMENT NORTHSIDE DISTRICT GUN
VIOLENCE REDUCTION INITIATIVE

Budget period 10/1/2020 - 9/30/2021

Personnel

Assistant State Attorney	\$	68,547.00	
Investigator III	\$	49,440.00	
Fringe Benefits	\$	77,693.00	
Total Salaries & Benefits			\$ 195,680.00

Funding Requested		\$ 195,680.00
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