

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and retroactively authorizing the County Mayor to execute a Memorandum of Understanding between the United States Capitol Police ("USCP"), and Miami-Dade County, authorizing the Miami-Dade Police Department ("MDPD") to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the National Republican Committee Convention Winter Meeting; approving the terms of and retroactively authorizing the County Mayor to execute a Memorandum of Understanding with the USCP, authorizing the MDPD to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the Congressional Hispanic Caucus, as well as future Congressional events occurring in the County within one year of execution; further authorizing the County Mayor to execute future Memoranda of Understanding with the USCP for the MDPD to receive reimbursements from the USCP for costs incurred while providing dignitary protection services for future events

Resolution No. R-849-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

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

Subject: Resolution Ratifying the Execution of Memoranda of Understanding Between the United States Capitol Police and Miami-Dade County Providing for the Reimbursement of Costs Incurred While Providing Dignitary Protection Services

Executive Summary

This item seeks to ratify a Memorandum of Understanding (MOU), attached to the resolution and labeled as Exhibit A, between the United States Capitol Police (USCP) and Miami-Dade County (County), authorizing the Miami-Dade Police Department (MDPD) to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the National Republican Committee Convention Winter Meeting that took place in Key Biscayne, Florida, the weekend of February 17, 2023. This item also seeks to ratify a second MOU, attached to the resolution and labeled as Exhibit B, between the County, through the MDPD, and the USCP, authorizing the MDPD to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the Congressional Hispanic Caucus that took place in the County the weekend of March 24, 2023, and future Congressional events, occurring in the County within one year of Exhibit B's execution. Exhibit B will expire on March 21, 2024, unless terminated earlier. Lastly, this item seeks authority to execute future memoranda of understanding with the U.S Capitol Police allowing the MDPD to receive reimbursement for providing dignitary protection services at future events held in the County.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution approving the terms of and retroactively authorizing the execution of the MOU, attached to the resolution and labeled as Exhibit A, between the USCP and the County, authorizing the MDPD to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the National Republican Committee Convention Winter Meeting that took place in Key Biscayne, Florida, the weekend of February 17, 2023. It is further recommended that the Board approve the terms of and retroactively authorize the execution of a second MOU, attached to the resolution and labeled as Exhibit B, with the USCP, authorizing the MDPD to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the Congressional Hispanic Caucus that took place in the County the weekend of March 24, 2023, as well as future Congressional events taking place in the County within one year of Exhibit B's execution. Exhibit B will expire on March 21, 2024, unless terminated earlier. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute, after a review for legal sufficiency by the County Attorney's Office, future MOUs with the USCP for the purpose described herein, and to exercise the provisions contained therein.

Scope

The impact of this item is countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute, after a review for legal sufficiency by the County Attorney's Office, future MOUs and other related documents with the USCP for the purpose described herein, and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

The USCP has agreed to reimburse the County, via the MDPD, for providing dignitary protection services at Congressional events taking place in the County. As such, these MOUs will not create a negative fiscal impact.

Track Record/Monitor

Assistant Director Gustavo Knoepffler of the MDPD's Fiscal & Departmental Services, and the Major or the MDPD's Special Patrol Bureau will track and monitor this MOU.

Background

The USCP's mission is to protect members of Congress, as well as its employees, visitors, and facilities so Congress can fulfill its constitutional and legislative responsibilities in a safe and secure environment. The USCP is also charged with protecting members of Congress, officers of Congress, and their families throughout the entire United States. While performing protective functions, the USCP have jurisdiction throughout the entire United States. To carry-out its duties, the USCP often seek "dignitary protection services" from local law enforcement agencies. The MDPD's Special Patrol Bureau has a specialized unit that provides such services when members of Congress visit the County. Recently, the USCP requested such services from the MDPD, and offered to reimburse the Department for its assistance. The attached resolution seeks to ratify the County Mayor or County Mayor's designee's signature on two MOUs, as well as authority to execute future agreements with the USCP for the purpose described herein.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
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)
10-3-23

RESOLUTION NO. _____ R-849-23

RESOLUTION APPROVING THE TERMS OF AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES CAPITOL POLICE ("USCP"), AND MIAMI-DADE COUNTY, AUTHORIZING THE MIAMI-DADE POLICE DEPARTMENT ("MDPD") TO RECEIVE REIMBURSEMENT FROM THE USCP FOR SPECIFIED COSTS INCURRED WHILE PROVIDING DIGNITARY PROTECTION SERVICES DURING THE NATIONAL REPUBLICAN COMMITTEE CONVENTION WINTER MEETING; APPROVING THE TERMS OF AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE USCP, AUTHORIZING THE MDPD TO RECEIVE REIMBURSEMENT FROM THE USCP FOR SPECIFIED COSTS INCURRED WHILE PROVIDING DIGNITARY PROTECTION SERVICES DURING THE CONGRESSIONAL HISPANIC CAUCUS, AS WELL AS FUTURE CONGRESSIONAL EVENTS OCCURRING IN THE COUNTY WITHIN ONE YEAR OF EXECUTION; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE MEMORANDA OF UNDERSTANDING WITH THE USCP FOR THE MDPD TO RECEIVE REIMBURSEMENTS FROM THE USCP FOR COSTS INCURRED WHILE PROVIDING DIGNITARY PROTECTION SERVICES FOR FUTURE EVENTS

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 Memorandum of Understanding (MOU), attached hereto as Exhibit A and incorporated herein, between the United States Capitol Police (USCP), and Miami-Dade County (County), authorizing the Miami-Dade Police Department (MDPD) to receive

reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the National Republican Committee Convention Winter Meeting that took place the weekend of February 17, 2023, in Key Biscayne, Florida, and retroactively authorizes the execution of the MOU by the County Mayor or County Mayor's designee.

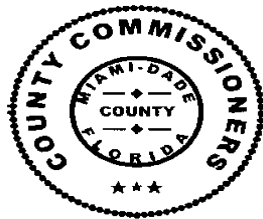
Section 2. Approves the MOU attached hereto as Exhibit B and incorporated herein between the USCP and the County, authorizing the MDPD to receive reimbursement from the USCP for specified costs incurred while providing dignitary protection services during the Congressional Hispanic Caucus that took place the weekend of March 24, 2023, in the County, as well as future Congressional events taking place in the County within one year from the date of Exhibit B's execution, and retroactively authorizes the execution of the MOU by the County Mayor or County Mayor's designee.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute, after a review for legal sufficiency by the County Attorney's Office, future memoranda of understanding with the USCP for the purpose of authorizing the MDPD to receive reimbursement from the USCP for providing dignitary protection services at Congressional events that take place in the County provided that such memoranda of understanding are for no more than one-year and in substantially the form as the memoranda attached hereto as Exhibits A or B.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AVZ", written over a horizontal line.

Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES CAPITOL POLICE
AND
MIAMI-DADE COUNTY**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and Miami-Dade County, by and through the Miami-Dade Police Department (MDPD), collectively referred to as the "Parties," for the purposes of providing mutual aid protection to the USCP during the National Republican Committee Convention (NRCC) Winter Meeting in Key Biscayne, Florida, and reimbursement to MDPD as further described below.

II. BACKGROUND

The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment. The USCP Dignitary Protection Division (DPD) is a subset of the USCP Protective Services Bureau (PSB) and has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, DPD requires augmentation of its capabilities in the form of uniformed law enforcement officers at a Member's residence in his home district.

The MDPD is the law enforcement agency of the unincorporated area of Miami-Dade County, Miami Lakes, Palmetto Bay and Cutler Bay. It is dedicated to the community in striving to build and maintain the greatest level of trust and confidence of its citizens. Through positive partnerships with its citizens and businesses, it serves the community with the highest standards of honor, integrity and professionalism to protect, life, property, and the environment for all who live, work, visit or commute within the MDPD's jurisdiction.

III. PURPOSE

- A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the MDPD for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed.
- B. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or

benefit, substantive or procedural, enforceable at law or otherwise against MDPD, USCP, or any state, locality, or other entity.

IV. RESPONSIBILITIES OF MDPD UNDER THIS MOU

A. MDPD shall provide support and enhancements to the USCP DPD protective mission during the NRCC on February 17th through 20th, 2023, in Key Biscayne, Florida. Specifically, the following services will be provided and may involve the expenditure of overtime by MDPD:

Conduct all sweeps at the Ritz Carlton, 455 Grand Bay Dr., Miami, Florida.

- Friday, Feb. 17th @ 1500 hours through Sunday, Feb. 19th @ 1830 hours.
- Sweeps conducted by Canine units and Bomb Techs will be at various times with the last sweep of each day completed at 1630 hours.
- Recall capability through normal call out procedures through MDPD.

Provide dedicated escort/motorcade assistance for U.S. Representative Kevin McCarthy.

- From wheels down Friday, Feb. 17th through wheels up on Saturday, Feb. 18th.
- Operational hours only, released once in for the night at the Ritz Carlton by the McCarthy USCP Lead agent.

MDPD Harbor Patrol Unit to support the scheduled Catamaran Excursion out of the Bayside Marina, Miami, Florida.

- Sunday, Feb. 18th from 0930 hours until the boat returns to the dock.
- The USCP understands the Harbor Unit may need to divert for any call for service or a vessel in distress.

Command Post representation during all scheduled events.

- Friday, Feb. 17th @ 1500 hours through the end of the last event.
- Saturday Feb. 18th @ 0800 hours through the end of the last event.
- Sunday, Feb. 19th @ 0800 hours through the end of the last event.

Provide 2 marked units 24/7 to stand up USCP evacuation buses and transportation support if they are activated.

- Friday, Feb 17th @ 1500 hours through Monday, Feb. 20th @ 0700 hours.

The MDPD shall maintain routine communications with DPD leadership as necessary.

B. MDPD agrees to provide the USCP with a summary of expenses incurred in connection with MDPD's provision of services, to include law enforcement services, equipment, and resources utilized on behalf of the USCP. This summary will be consistent with the format for record keeping provided by the USCP.

V. RESPONSIBILITIES OF USCP UNDER THIS MOU

A. The USCP agrees to provide the necessary funds due to MDPD as part of this MOU between both parties. The USCP shall promptly pay all vouchers submitted by the MDPD regarding services provided pursuant to this MOU.

B. The USCP agrees to bear its own costs in relation to this MOU.

VI. DURATION OF THIS MOU

This MOU will terminate on February 16, 2024, unless terminated sooner by either party, who may give notice of termination in the usual course of business, including via email correspondence, provided at least 72-hour advance notice is given of the intended termination.

VII. FUNDING

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.

VIII. SEVERABILITY

Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.

IX. NOTICE

The following individuals are the contact points for each Party under this MOU:

Jeanita Mitchell
Acting Deputy Chief
Protective Services Bureau
United States Capitol Police
119 D Street, NE
Washington, DC 20510
(C) 202-384-8720

Lyssa B. Fordin
MDPD Gov. Affairs Legal Research Analyst & Paralegal
Police Legal Bureau
Compliance and Standards Division
Miami-Dade Police Department
9105 NW 25th Street, Suite 3042
Doral, FL 33172
Office (305) 471-2503
Work Cell: (305) 790-1541
LBFordin@mdpd.com

The Parties will provide notification of any changes to the contact points.

X. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

UNITED STATES CAPITOL POLICE:


J. THOMAS MANGER
CHIEF OF POLICE, UNITED STATES CAPITOL POLICE

Date: 2/17/23

MIAMI-DADE COUNTY:

 Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response

Date: 02/17/2023

for
DANIELLA LEVINE CAVA
MAYOR, MIAMI-DADE COUNTY

MAIMI-DADE POLICE DEPARTMENT:


ALFREDO "FREDDY" RAMIREZ III
DIRECTOR, MIAMI-DADE POLICE DEPARTMENT

Date: 2/17/23

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES CAPITOL POLICE
AND
MAIMI-DADE COUNTY**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and Miami-Dade County, by and through the Miami-Dade Police Department (MDPD), collectively referred to as the "Parties," for the purposes of providing mutual aid protection to the USCP with reimbursement to MDPD during the Congressional Hispanic Caucus (CHC) in Miami, Florida, and future Congressional events in the Miami-Dade County jurisdiction through the one-year term, as further described below.

II. BACKGROUND

The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment. The USCP Dignitary Protection Division (DPD) is a subset of the USCP Protective Services Bureau (PSB) and has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, DPD requires augmentation of its capabilities in the form of uniformed law enforcement officers at a Member's residence in his home district.

The MDPD is the law enforcement agency of the unincorporated area of Miami-Dade County, Miami Lakes, Palmetto Bay and Cutler Bay. It is dedicated to the community in striving to build and maintain the greatest level of trust and confidence of its citizens. Through positive partnerships with its citizens and businesses, it serves the community with the highest standards of honor, integrity and professionalism to protect, life, property, and the environment for all who live, work, visit or commute within the MDPD's jurisdiction.

III. PURPOSE

- A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the MDPD for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed.
- B. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or

benefit, substantive or procedural, enforceable at law or otherwise against MDPD, USCP, or any state, locality, or other entity.

IV. RESPONSIBILITIES OF MDPD UNDER THIS MOU

- A. MDPD shall provide support and enhancements to the USCP DPD protective mission during the CHC on March 24th through 27th, 2023, in Miami, Florida as well as other Congressional events and/or USCP protective operations occurring in Miami-Dade County through the one-year term defined in Section VI of this MOU. Services may include but are not limited to, K9/Explosive Ordinance Detection sweeps, and uniformed or plainclothes law enforcement support, and may involve the expenditure of overtime by MDPD. During the events, the MDPD shall maintain routine communications with DPD leadership as necessary.
- B. MDPD agrees to provide the USCP with a summary of expenses incurred in connection with MDPD's provision of services, to include law enforcement services, equipment, and resources utilized on behalf of the USCP. This summary will be consistent with the format for record keeping provided by the USCP.

V. RESPONSIBILITIES OF USCP UNDER THIS MOU

- A. The USCP agrees to provide the necessary funds due to MDPD as part of this MOU between both parties. The USCP shall promptly pay all vouchers submitted by the MDPD regarding services provided pursuant to this MOU.
- B. The USCP agrees to bear its own costs in relation to this MOU.

VI. DURATION OF THIS MOU

This MOU will terminate one year from the date of execution by all parties, unless terminated sooner by either party, who may give notice of termination in the usual course of business, including via email correspondence, provided at least 72-hour advance notice is given of the intended termination.

VII. FUNDING

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.

VIII. SEVERABILITY

Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.

IX. NOTICE

The following individuals are the contact points for each Party under this MOU:

Jeanita Mitchell
Acting Deputy Chief
Protective Services Bureau
United States Capitol Police
119 D Street, NE
Washington, DC 20510
(C) 202-384-8720

Lyssa B. Fordin
MDPD Gov. Affairs Legal Research Analyst & Paralegal
Police Legal Bureau
Compliance and Standards Division
Miami-Dade Police Department
9105 NW 25th Street, Suite 3042
Doral, FL 33172
Office (305) 471-2503
Work Cell: (305) 790-1541
LBFordin@mdpd.com

The Parties will provide notification of any changes to the contact points.

X. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations.

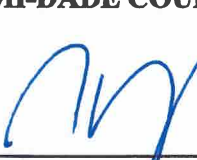
IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

UNITED STATES CAPITOL POLICE:


J. THOMAS MANGER
CHIEF OF POLICE, UNITED STATES CAPITOL POLICE

Date: 3/22/2023

MIAMI-DADE COUNTY:


ALFREDO "FREDDY" RAMIREZ III
CHIEF OF SAFETY AND EMERGENCY RESPONSE
MIAMI-DADE COUNTY, FL

Date:

3/21/2023

for
DANIELLA LEVINE CAVA
MAYOR, MIAMI-DADE COUNTY

MAIMI-DADE POLICE DEPARTMENT:


ALFREDO "FREDDY" RAMIREZ III
DIRECTOR, MIAMI-DADE POLICE DEPARTMENT

Date:

3/21/23