NORTH MIAMI
FLORIDA

Council Report

776 N.E. 125 Street, North Miami, Florida 33161

To: The Honorable Mayor and City Council

From: Mark Elias, Jr., Chief of Police

Date: January 10, 2012

Re: Memorandum of Understanding with the Department of State, Bureau of International Narcotics and Law Enforcement Affairs (INL)

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami Police Department to enter into a Memorandum of Understanding (MOU) with the Department of State's INL in a cooperative effort to provide assistance to foreign governments relative to international criminal activities, as authorized by Section 481 of the Foreign Assistance Act of 1961.

BACKGROUND

Florida Statutes, Section 23.1225, authorizes law enforcement agencies to voluntarily cooperate and assist other law enforcement agencies in matters of a law enforcement nature.

It is to the City's advantage for North Miami Police Department and the Department of State's INL to establish a mutual framework governing the respective responsibilities for cooperation relating to training, advising, and mentoring international law enforcement personnel and to provide assistance for anti-crime efforts overseas.

ATTACHMENTS

Proposed Resolution
Proposed MOU

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING ON COOPERATION, IN THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND THE BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS OF THE DEPARTMENT OF STATE TO PROVIDE TRAINING AND ASSISTANCE TO FOREIGN GOVERNMENTS RELATIVE TO INTERNATIONAL CRIMINAL ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami and the Bureau of International Narcotics and Law Enforcement Affairs of the Department of State are desirous of entering into a Memorandum of Understanding on Cooperation with each other 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 to provide assistance for anti-crime efforts overseas; and

WHEREAS, the North Miami Police Department will provide training, mentoring, and advising on policing matters to international personnel; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding on Cooperation for this purpose will benefit the residents of the City and should be entered into with the Bureau of International Narcotics and Law Enforcement Affairs of the Department of State.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA THAT:

Section 1. Approval of Memorandum of Understanding on Cooperation. The Mayor and City Council of the City of North Miami, Florida, hereby approve the Memorandum of Understanding between the City of North Miami and the Bureau of International Narcotics and Law Enforcement Affairs of the Department of State as attached in "Exhibit 1" to provide training and assistance to foreign governments relative to international criminal activities.

Section 2. **Authority of City Manager and Police Chief.** The City Manager and the Chief of Police are hereby authorized to execute the Memorandum of Understanding with the Bureau of International Narcotics and Law Enforcement Affairs of the Department of State.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of January, 2012.

_____
ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
ROLAND C. GALDOS
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINSTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

2012
MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN THE BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT AFFAIRS OF THE DEPARTMENT OF STATE AND THE NORTH MIAMI POLICE DEPARTMENT

I. Purpose

This Memorandum of Understanding on Cooperation (MOU) is entered into by and between the Department of State, Bureau of International Narcotics and Law Enforcement Affairs (INL) and the North Miami Police Department (NMPD), 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. INL's 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 the NMPD will provide, consistent with this MOU, training, mentoring, and advising on policing matters to international personnel (referred to as trainees). Achieving this goal will involve familiarizing INL personnel with the NMPD training offered to such trainees (international personnel) and familiarizing NMPD personnel with INL and its role in the provision of foreign assistance. The terms and conditions or operational plan for the provision of services by NMPD will be specified in attached addendum, as appropriate. It is the intent of the Participants that INL will pay for the costs of the services provided by NMPD.

III. Points of Contact

To provide for consistent and effective communication between the NMPD 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:

Walter Redman, Chief Police Advisor
Office: (202) 736-4910
Fax: (202) 736-4515
Email: RedmanW@state.gov

The NMPD Principal Representative is:

Marc Elias, Chief
North Miami Police Department
Office: (305) 899-2412
Fax: (305) 893-2707
Email: Melias@northmiamipolice.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 Representative or authorized designee, 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 two weeks 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 the North Miami Police Department:

1. The NMPD will provide goods or services in accordance with the purpose, terms, and conditions of this MOU.

2. The NMPD 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. The NMPD will ensure only authorized representatives provide services under this MOU and that all NMPD 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. The NMPD will provide to INL monthly project status reports. NMPD 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. The NMPD will submit all proposed curricula and other training materials to INL for approval. The NMPD will modify proposed training curricula to comply with INL program goals and foreign assistance guidelines. The NMPD 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 US federal government agency, foreign government or non - law enforcement agency.

6. The NMPD will coordinate all foreign travel through INL. All NMPD 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. The NMPD will ensure that NMPD 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. The NMPD will ensure that NMPD 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. The NMPD 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 NMPD personnel;
    b) Personnel;
    c) Equipment, supplies, uniforms, and gear for all NMPD personnel;
    d) Training supplies and equipment needed to administer INL sponsored training;
    e) Travel immunizations, antimalarials or other travel related medicine; and
    f) Ground transportation to/from airport in Florida;

9. Prior to the commencement of each INL sponsored project, the NMPD will submit to the INL principal representative, or his or her designee, a comprehensive budget that reflects a per day rate for NMPD 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. The NMPD will participate with INL and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this MOU.

11. The NMPD will allow all cleared INL personnel and representatives unrestricted access to all training venues.

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

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 NMPD personnel deployed to provide training, mentoring, and advisory services on INL police training programs;
   b) Travel, lodging, ground transportation and per diem for any INL personnel visiting the NMPD 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)-(f) and included in the approved budget provided by the NMPD to INL under Section V(A)(9).
   e) Travel immunizations, antimalarials or other travel related medicine; and
   f) Ground transportation to/from airport;

2. INL will request country clearances for any NMPD personnel being considered for travel to a foreign country in connection with activities under this MOU.

3. INL will train NMPD personnel on international and local police standards as applicable, INL programs, country profiles, and foreign assistance goals. INL will assist the NMPD with modifying its deliverables to meet the particular needs of an identified country.

4. When available and appropriate, INL will allow NMPD personnel to share office space at facility locations where INL police program contractors and personnel are stationed. When available and appropriate, INL will allow the NMPD 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 620J of the Foreign Assistance Act of 1961, as amended. No trainee candidate is eligible to receive training, advice, or mentoring from the NMPD until successfully vetted by INL.

6. INL will obtain from each trainee candidate, prior to his/her training with the NMPD, 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 their government agency assuming responsibility for any medical expenses incurred when traveling to or participating in training at/with the NMPD.

8. INL will provide the NMPD 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) or as outlined in other parts of this MOU. INL will authorize reimbursement of costs, as outlined in this MOU, before each training course or activity in written form. INL payments under Section V(A)(9) will occur periodically and/or at the conclusion of each project

and upon submission of invoices by the NMPD to INL. The NMPD 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 NMPD 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 the NMPD in connection with this MOU will be consistent with NMPD and INL policies and procedures. At all times, NMPD personnel will respect host nation law.

IX. Dispute Resolution

In the event of a dispute between the Participants, INL and the NMPD 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, the NMPD or its employees in connection with work performed or goods supplied by NMPD 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. The NMPD will seek and obtain approval from INL before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOU, except that the NMPD may make public announcements and respond to all inquiries relating to NMPD'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. The NMPD 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 the NMPD with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for the NMPD; the other for INL.

B. The NMPD 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 at http://inl-pa.state.gov . The NMPD understands that before providing equipment or commodities to any host government, it is to obtain approval from INL.

C. The NMPD will expeditiously initiate and complete the activities under this MOU.

D. This MOU may be amended if both participants consent, in writing, or 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 Sections 584.4, 584.5, 566, 567.2-1, and 567.2-2 through 567.2-5.

INL will pay direct for travel accommodations and routing by the most direct and economical means.

F. The NMPD 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, the NMPD must ensure that individuals receiving training financed under this MOU sign the participant certification on narcotics offenses and drug trafficking provided to the NMPD by INL.

G. Limitations on assistance to security forces contained in Section 620J of the FAA apply to projects and activities undertaken in connection with this MOU. Section 620J requires that no USG 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 the NMPD 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 the NMPD.

J. Survival: The provisions of this MOU which 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 both INL and the NMPD and will continue into effect until January 31, 2016.

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

North Miami Police Department
700 NE 124th St.
North Miami, Florida 33161

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William R. Brownfield Date
Assistant Secretary

Bureau of International Narcotics
and Law Enforcement Affairs

_____

Marc Elias Date
Chief

North Miami Police Department