

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing execution
of the Tactical Diversion Task
Force Agreement between the
Drug Enforcement Agency of the
U.S. Department of Justice and
Miami-Dade County through the
Miami-Dade Police Department

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney


RAC/smm

Memorandum



DATE: October 23, 2012

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

FROM: Carlos A. Giménez
Mayor 

SUBJECT: Resolution Authorizing Execution of the Tactical Diversion Task Force Agreement Between
the U.S. Department of Justice and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached Tactical Diversion Task Force Agreement between the Drug Enforcement Administration and Miami-Dade County through the Miami-Dade Police Department. This Agreement provides authority to the Drug Enforcement Administration to pay overtime for police officers assigned to the Tactical Diversion Task Force for expenses necessary for investigations concerning trafficking in controlled substance pharmaceuticals and/or listed chemicals and effective prosecutions, federal and state. This Agreement is effective upon signature and will remain in effect through September 30, 2013, subject to the availability of funds from the Diversion Fee Account of the Drug Enforcement Administration.

Scope

The Agreement will provide reimbursement to the Miami-Dade Police Department for the overtime costs of police officers assigned full-time to the Tactical Diversion Task Force.

Fiscal Impact/Funding Source

The Agreement specifies that reimbursements will be paid by the Drug Enforcement Administration. Reimbursement limits will be established by the Drug Enforcement Administration. The Drug Enforcement Administration agrees to provide vehicles, equipment, and necessary funds to support the activities of the Miami-Dade Police Department officers assigned to the Task Force.


Track Record/Monitor

The Miami-Dade Police Department Narcotics Major, Raul Ubieta, will monitor this Agreement.

Background

The purpose of this Agreement is to provide for the participation of the Miami-Dade Police Department officers as members of the Tactical Diversion Task Force of the Drug Enforcement Administration, and also the reimbursement of overtime costs for police officers assigned full-time to this Task Force. Overtime costs support activities necessary for investigations concerning trafficking in controlled substance pharmaceuticals and/or listed chemicals. Reimbursements will be submitted monthly and will be paid via electronic fund transfer directly to the Miami-Dade Police Department.

This Agreement will benefit Miami-Dade County and the Miami-Dade Police Department as it will facilitate inter-agency, multi-jurisdiction investigations where subjects will be arrested on federal charges with the potential for serious sentencing, including lengthy jail sentences. This is an important partnership opportunity with a key federal agency conducting joint investigations and addressing the trafficking in controlled substance pharmaceuticals and/or listed chemicals which affect the health, welfare, and safety of the people of Miami-Dade County.


Genaro "Chip" Iglesias
Office of the Mayor

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

FROM: R. A. Cuevas, Jr.
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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(I)(1)

Veto _____

10-23-12

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE TACTICAL DIVERSION TASK FORCE AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION OF THE U.S. DEPARTMENT OF JUSTICE AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of a Tactical Diversion Task Force Agreement between the Drug Enforcement Administration of the U.S. Department of Justice and Miami-Dade County through the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's Designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro

Esteban L. Bovo, Jr.

Sally A. Heyman

Jean Monestime

Rebeca Sosa

Xavier L. Suarez

Lynda Bell

Jose "Pepe" Diaz

Barbara J. Jordan

Dennis C. Moss

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of October, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Ben Simon

**TACTICAL DIVERSION TASK FORCE AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
AND
MIAMI-DADE COUNTY**

This agreement is made this _____ day of _____, 20___, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Miami-Dade County by and through its department, the Miami Dade Police Department (hereinafter "MDPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the South Florida area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Broward, Miami-Dade and Palm Beach Counties, Florida, the parties hereto agree to the following:

1. The Tactical Diversion Squad Task Force will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Broward, Miami-Dade and Palm Beach Counties, Florida area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Florida.
2. To accomplish the objectives of the Tactical Diversion Squad Task Force, Miami-Dade County agrees to detail one (1) experienced MDPD officer to the Tactical Diversion Squad Task Force for a period of not less than two years. During this period of assignment, the MDPD officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The MDPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force. Officers assigned to the Task Force shall also remain subject to the policies, procedures, and regulations of their parent agency. Any conflict between DEA policies and procedures and those of the parent agency shall be resolved by the DEA Special Agent in Charge or his designee, and the chief law enforcement officials of the participating agencies.

4. The MDPD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878. **DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers duly sworn pursuant to 21 U.S.C. Section 878, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.**

5. To accomplish the objectives of the Tactical Diversion Squad Task Force, DEA will assign at least one (1) Group Supervisor, two (2) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and MDPD officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Tactical Diversion Squad Task Force, Miami-Dade County will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to the MDPD officer assigned to the Tactical Diversion Squad Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25), per officer. Note: Task Force Officers overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will Miami-Dade County charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The MDPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The MDPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MDPD shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. Miami-Dade County shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. Miami-Dade County agrees that an authorized MDPD officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The MDPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the MDPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the MDPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2013. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Miami-Dade County during the term of this agreement.

For the Drug Enforcement Administration:

Mark R. Trouville, Special Agent in Charge
Miami Field Division

Date: _____

For Miami-Dade County:

Carlos A. Gimenez, Mayor

Date: _____

For the Miami-Dade Police Department:

James K. Loftus, Director

Date: _____