

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

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

SUBJECT: Resolution authorizing the execution of an agreement between the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives 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: January 23, 2013

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing The Execution Of An Agreement Between The U.S. Department Of
Justice Bureau Of Alcohol, Tobacco, Firearms and Explosives and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached Memorandum of Agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives and Miami-Dade County through the Miami-Dade Police Department. The Memorandum of Agreement establishes the terms of reimbursement to the Miami-Dade Police Department for the joint operation/task force known as "ATF TASK FORCE." This Agreement is effective with the signature of all parties and terminates September 30, 2017.

Scope

The Memorandum of Agreement provides for the reimbursement to the Miami-Dade Police Department for the overtime costs of police officer(s) assigned to and participating in this Task Force and other approved costs.

Fiscal Impact/Funding Source

The Memorandum of Agreement establishes the procedures and responsibilities of Miami-Dade County and the Bureau of Alcohol, Tobacco, Firearms and Explosives for the reimbursement of certain overtime and other approved costs.

Track Record/Monitor

The Miami-Dade Police Department, Robbery Bureau Lieutenant Danny Villanueva, will monitor this Agreement.

Background

The purpose of this Memorandum of Agreement is to establish the procedures and responsibilities of Miami-Dade County and the Bureau of Alcohol, Tobacco, Firearms and Explosives for the reimbursement of certain overtime and other approved costs incurred for participation in this Task Force. These other costs include, but are not limited to, travel, fuel, training, and equipment, directly related to work performed by officer(s) assigned as members of this Task Force with the Bureau of Alcohol, Tobacco, Firearms and Explosives to conduct an official investigation. Reimbursements are contingent upon annual federal appropriation laws. This Agreement will benefit Miami-Dade County and the Miami-Dade Police Department as it will facilitate an inter-agency joint operation/task force 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 which target known violent criminals, and addressing other related law enforcement matters.



Genaro "Chip" Iglesias
Office of the Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

FROM: 
R. A. Cuevas, Jr.
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
- 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 ____, 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
Veto _____
Override _____

Agenda Item No. 8(I)(2)
1-23-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES 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 the Memorandum of Agreement between the U. S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives 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 and/or County Mayor's Designee to execute Agreements for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals and extensions of same, to exercise the cancellation provisions contained in the Agreement, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

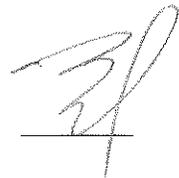
The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of January, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

MEMORANDUM OF AGREEMENT

Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Miami-Dade County
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Miami-Dade County, by and through its department, the Miami-Dade Police Department, for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by Miami-Dade County in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2017, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.
2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2013, 2014, 2015, 2016 and 2017 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both Miami-Dade County and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. Miami-Dade County shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. Miami-Dade County shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. Miami-Dade County shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. Miami-Dade County shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.
- C. Miami-Dade County shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address: ATF, ATTN: S/A John Devito, 11410 NW 20th Street, Suite #300, Miami, Florida 33172.
- D. Miami-Dade County may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of Miami-Dade County and submitted to ATF field office for signature and verification of the invoice.
- F. Miami-Dade County will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2) No waivers or extensions will be granted or honored. Miami-Dade County will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: S/A John Devito, 11410 NW 20th Street, Suite #300, Miami, Florida 33172.
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by Miami-Dade County for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.
- H. Miami-Dade County acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- K. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. **PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. Miami-Dade County agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going

audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and Miami-Dade County and is not intended to confer any right or benefit to any private person or party.

Carlos A. Gimenez
Mayor
Miami-Dade County

Date: _____

Naim R. Erched
Acting Director
Miami-Dade Police Department

Date: _____

Hugo Barrera
Special Agent in Charge
Miami Field Division
ATF

Date: _____

Zebedee T. Graham
Deputy Assistant Director (Eastern)
Field Operations
ATF

Date: _____

David C. Horn
(Acting) Deputy Chief Financial Officer
Office of Management
ATF

Date: _____