

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: February 5, 2013

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

SUBJECT: Resolution retroactively authorizing the execution of a "State and Local High Intensity Drug Trafficking Area 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

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: February 5, 2013

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

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Retroactively Authorizing An Agreement Between The Drug Enforcement Agency
Of The U.S. Department Of Justice and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution retroactively authorizing the County Mayor or County Mayor's Designee to execute the State and Local High Intensity Drug Trafficking Area 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 the police officer assigned to the High Intensity Drug Trafficking Area Task Force for expenses necessary to conduct investigations concerning illicit drug traffic in Miami-Dade County. This Agreement is effective October 1, 2012, and will remain in effect through September 30, 2013, subject to the availability of funds.

Scope

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

Fiscal Impact/Funding Source

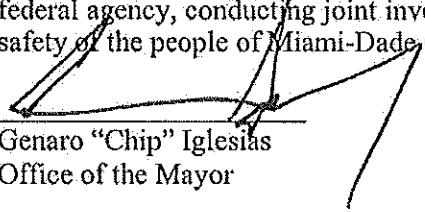
The Agreement specifies that reimbursements will be paid by the Drug Enforcement Administration. Also, reimbursement limits will be established by the Drug Enforcement Administration. The Drug Enforcement Administration agrees to provide vehicles, equipment, and necessary funds to support the activities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

Track Record/Monitor

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

Background

Retroactive authorization is necessary as the Agreement was not provided with enough time to submit the Resolution to the Board of County Commissioners to begin October 1, 2012. The purpose of this Agreement is to provide for the participation of the Miami-Dade Police Department officer as a member of the State and Local High Intensity Drug Traffic Area Task Force of the Drug Enforcement Administration, and also the reimbursement of overtime costs for the police officer assigned full-time to this Task Force. Overtime costs support activities necessary for investigations concerning illicit drug traffic in Miami-Dade County. 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 addressing illicit drug traffic which affects the health, welfare, and safety of the people of Miami-Dade County.


Genaro "Chip" Iglesias
Office of the Mayor



MEMORANDUM
(Revised)

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

DATE: February 5, 2013

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 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)(1)
2-5-13

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE EXECUTION OF A "STATE AND LOCAL HIGH INTENSITY DRUG TRAFFICKING AREA 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 retroactively approve the execution of a State and Local High Intensity Drug Trafficking Area 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 reimburses Miami-Dade County for certain costs associated with the County's performance under the agreement; 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:

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 5th day of February, 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

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
Between the
Drug Enforcement Agency and
Miami-Dade County

This agreement is made this 1st day of October, 2012, 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 "the County" and "the 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 narcotics and dangerous drugs exists in the Miami-Dade County, Florida area, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Florida, the parties hereto agree to the following:

1. The HIDTA Enforcement Group 45 (11) Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Miami-Dade County, Florida area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; 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 DEA, Miami-Dade County agrees to detail one (1) experienced officer to the HIDTA Enforcement Group 45 (11) 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 DEA supervisory personnel assigned to the task force.
3. The MDPD officer assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The MDPD officer assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Enforcement Group 45 (11) Task Force, DEA will assign eleven (11) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide

necessary funds and equipment to support the activities of the DEA Special Agents and the MDPD officer assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the HIDTA Enforcement Group 45 (11) Task Force, Miami-Dade County will remain responsible for establishing the salaries and benefits, including overtime, of the MDPD officer assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse Miami-Dade County for overtime payments made by it to the MDPD officer assigned to the HIDTA Enforcement Group 45 (11) 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 Officer's 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, claim, 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 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. Miami-Dade County acknowledges that this agreement will not take effect and no federal funds will be awarded 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 part with federal money, the MDPD shall clearly state: (1) 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 program or project.

13. Miami-Dade County understands and agrees that HIDTA will provide the HIDTA Group 45 (11) Task Force Officer with a vehicle suitable for surveillance under a reimbursable agreement between HIDTA and MDPD up to \$800.00 per month. DEA will furnish the MDPD Task Force Officer with a mobile radio. Miami-Dade County will be financially responsible for the purchase of fuel for the leased vehicle. MDPD, via the lease agreement, will be responsible for providing routine maintenance, i.e. oil changes, lubes and minor tune-ups, for the leased vehicle. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the MDPD personnel, in addition to whatever accident reporting requirements the MDPD may have.

14. While on duty and acting on task force business, the MDPD officer assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations, and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2013. This agreement may be terminated by either party on 30 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. HIDTA will be responsible only for obligations incurred by the MDPD during the term of this agreement.

For the Drug Enforcement Administration:

Mark R. Trouville
Special Agent in Charge
Miami Field Division

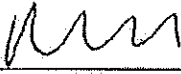
Date: _____

For Miami-Dade County

Carlos A. Gimenez
Mayor

Date: _____

For Miami-Dade Police Department

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Naim R. Erched
Acting Director

Date: 10/16/12