

# MEMORANDUM

Agenda Item No. 8(I)(3)

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

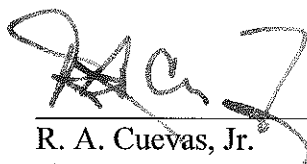
**DATE:** May 7, 2013

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

**SUBJECT:** Resolution authorizing Execution of Agreements and Memoranda of Understanding between the Drug Enforcement Administration and Miami-Dade County relating to reimbursement of Miami-Dade County's expenses incurred during joint task force work with the Drug Enforcement Administration

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The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm

# Memorandum



**DATE:** May 7, 2013

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

**FROM:** Carlos A. Gimenez  
Mayor

**SUBJECT:** Resolution Authorizing Execution of Agreements and Memoranda of Understanding Between the Drug Enforcement Administration and Miami-Dade County Relating to Reimbursement of Miami-Dade County's Expenses Incurred During Joint Taskforce Work with the Drug Enforcement Administration

## Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's Designee to execute agreements between the Drug Enforcement Administration of the U.S. Department of Justice and Miami-Dade County through the Miami-Dade Police Department. These agreements provide authority to the Drug Enforcement Administration to pay for the police officer(s) assigned to the Drug Enforcement Administration for expenses necessary for detection, investigation, and prosecution of crimes against the United States. The specific agreement is effective upon signature and will remain in effect for the duration of the Miami-Dade Police Department's participation in the task force and pursuant to Congressional appropriations.

## Scope

The agreements will provide reimbursement to the Miami-Dade Police Department for the costs of sworn personnel assigned to these investigations in partnership with the Drug Enforcement Administration. The investigations are conducted throughout Miami-Dade County, and when necessary, outside the County and also the State.

## Fiscal Impact/Funding Source

There is no fiscal impact to the County.

## Track Record/Monitor

The entity involved is the Miami-Dade Police Department's Narcotics Bureau Raul Ubieta, Major, Narcotics Bureau, will track and monitor the agreement. As other task forces are established with the Drug Enforcement Administration, which may be assigned to other entities, the respective Majors, or Command Staff, will track and monitor those agreements.

## Background

In the conduct of day-to-day operations, the Miami-Dade Police Department works together with the Drug Enforcement Administration to detect, investigate, and prosecute crimes against the United States. These agreements provide a mechanism to reimburse Miami-Dade County the costs of assigned personnel. In addition, the agreements may include other documents, such as operational procedures, or memoranda of understanding, which are implemented to govern the partnership. Through these partnerships, the Miami-Dade Police Department is able to enhance the public safety of this community for the benefit of our citizens and visitors.

Genaro "Chip" Iglesias  
Deputy Mayor



**MEMORANDUM**  
(Revised)

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

**DATE:** May 7, 2013

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

**SUBJECT:** Agenda Item No. 8(I)(3)

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)(3)  
5-7-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS AND MEMORANDA OF UNDERSTANDING BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION AND MIAMI-DADE COUNTY RELATING TO REIMBURSEMENT OF MIAMI-DADE COUNTY'S EXPENSES INCURRED DURING JOINT TASKFORCE WORK WITH THE DRUG ENFORCEMENT ADMINISTRATION; 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; and

**WHEREAS**, in the conduct of day to day operations, the Miami-Dade Police Department works together with the Drug Enforcement Administration to implement operational procedures to govern their partnership; and

**WHEREAS**, this work requires interagency joint operations and/or task forces to further the purposes of investigations and other issues related to said crimes,

**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 agreements and memoranda of understanding between the Drug Enforcement Administration and Miami-Dade County through the Miami-Dade Police Department, relating to reimbursement of Miami-Dade County's expenses incurred during joint task force work with the Drug Enforcement Administration, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor

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 7<sup>th</sup> day of May, 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

# Appendix C

## PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 narcotics and dangerous drugs 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, the parties hereto agree to the following:

1. The DEA Enforcement Group 2 will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the 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 Enforcement Group 2, the MDPD agrees to detail one (1) experienced officer to the Enforcement Group 2 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 DEA Enforcement Group 2 shall adhere to 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 DEA Enforcement Group 2 shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the DEA Enforcement Group 2, DEA will assign ten (10) Special Agents to the Task Force. DEA 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 officers 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. The MDPD 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.

7. The term of this agreement shall be effective from the date in paragraph number one until \_\_\_\_\_ 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 MDPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Mark R. Trouville  
Special Agent in Charge

Date: \_\_\_\_\_

For Miami-Dade County

\_\_\_\_\_  
Carlos A. Gimenez, Mayor

Date: \_\_\_\_\_

For the Miami Dade Police Department

\_\_\_\_\_  
J.D. Patterson, Director

Date: \_\_\_\_\_