

# MEMORANDUM

Agenda Item No. 8(I)(1)

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

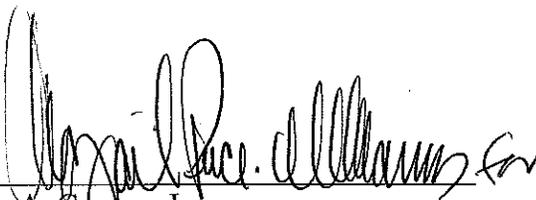
**DATE:** June 4, 2013

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

**SUBJECT:** Resolution authorizing execution of memoranda of understanding and agreements between the United States Marshals Service and Miami-Dade County relating to reimbursement of Miami-Dade County's expenses incurred during joint task force work with the United States Marshals Service

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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.

  
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R. A. Cuevas, Jr.  
County Attorney

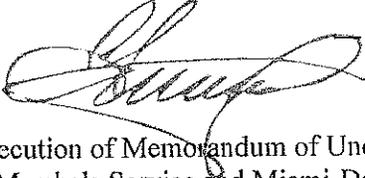
RAC/smm

# Memorandum



**DATE:** June 4, 2013

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

**FROM:** Carlos A. Gimenez  
Mayor 

**SUBJECT:** Resolution Authorizing Execution of Memorandum of Understanding and Agreements  
between the United States Marshals Service and Miami-Dade County

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## 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 memoranda of understanding and agreements between the United States Marshals Service of the United States Justice Department and Miami-Dade County, through the Miami-Dade Police Department. These agreements provide authority to the United States Marshals Service to pay for the police officer(s) assigned to the United States Marshals Service for expenses necessary for the purpose of locating and apprehending local, state, and federal fugitives. The specific agreement is effective upon signature by Miami-Dade County and will remain in effect for the duration of the Miami-Dade Police Department's participation in the task force and contingent upon the availability of funds.

## Scope

The memoranda of understanding will provide reimbursement to the Miami-Dade Police Department for the costs of sworn personnel assigned to these investigations in partnership with the United States Marshals Service and also the vehicles assigned to the identified personnel. The investigations are conducted throughout Miami-Dade County, and when necessary, outside the County and also the State.

## Fiscal Impact/Funding Source

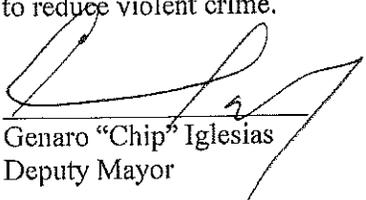
There is no fiscal impact to the County.

## Track Record/Monitor

The entity involved is the Miami-Dade Police Department's Sheriff Services Bureau/Warrants Section. Reinaldo Valdes, Major, Sheriff Services Bureau, will track and monitor the agreement. As other task forces are established with the United States Marshals Services, the respective Majors or Command Staff, will track and monitor those memoranda of understanding.

## Background

In the conduct of day-to-day operations, the Miami-Dade Police Department works together with the United States Marshals Service to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives. This memorandum of understanding provides a mechanism to reimburse Miami-Dade County the costs of assigned personnel, and related equipment, especially vehicles. In addition, the memoranda of understanding may include other documents, such as operational procedures, and agreements 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 and to reduce violent crime.

  
Genaro "Chip" Iglesias  
Deputy Mayor



# MEMORANDUM

(Revised)

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

**DATE:** June 4, 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)

6-4-13

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

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDA OF UNDERSTANDING AND AGREEMENTS BETWEEN THE UNITED STATES MARSHALS SERVICE AND MIAMI-DADE COUNTY RELATING TO REIMBURSEMENT OF MIAMI-DADE COUNTY'S EXPENSES INCURRED DURING JOINT TASK FORCE WORK WITH THE UNITED STATES MARSHALS SERVICE; 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 United States Marshals Service 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 investigations,

**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 memoranda of understanding and agreements between the United States Marshals Service 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 United States Marshals

Service, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's Designee to execute memoranda of understanding and 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 memoranda of understanding, 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

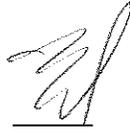
The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

**United States Marshals Service**  
**Regional Fugitive Task Force – Memorandum of Understanding**

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**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by Miami-Dade County, by and through its department, the Miami-Dade Police Department and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

**MISSION:**

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

**SUPERVISION:**

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

**PERSONNEL:**

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers travelling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

**REIMBURSEMENT:**

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

**VEHICLES AND EQUIPMENT:**

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the RFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

**RECORDS AND REPORTS:**

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

**INFORMANTS:**

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

**USE OF FORCE:**

All members of the RFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Chief Inspector and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

**NEWS MEDIA**

Media inquiries will be referred to the RFTF Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

**RELEASE OF LIABILITY:**

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

**EFFECTIVE DATE AND TERMINATION:**

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Chief Inspector.

**RFTF: Florida Regional Fugitive Task Force**

**United States Marshal or RFTF Commander:**

**Frank Chimento**

Print Name

Signature

Date

**Participant Agency:**

Name: \_\_\_\_\_

Location (City & State): \_\_\_\_\_

Phone: \_\_\_\_\_

**Participant Agency Representative:**

Print Name & Title

Signature

Date

**Assistant Director, Investigative Operations Division:**

Print Name

Signature

Date

Miami-Dade County

Carlos A. Gimenez, Mayor  
Print Name and Title

*for*

*[Handwritten Signature]*  
Signature

*4/26/13*  
Date