MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	October 7, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing execution of agreements and memoranda of understanding between the United States Food and Drug Administration 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 Sally A. Heyman.

FOR

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

DATE: October 7, 2014

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 United States Food and Drug Administration 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 agreements between the United States Food and Drug Administration and Miami-Dade County through the Miami-Dade Police Department.

Scope
The agreements will provide necessary funding to support the activities of criminal investigations, which may include reimbursement for the overtime costs of sworn personnel assigned full-time to these investigations in partnership with the United States Food and Drug Administration. These investigations are conducted throughout South Florida.

Fiscal Impact/Funding Source
There is no fiscal impact to the County.

Track Record/Monitor
The entity involved is the Miami-Dade Police Department, and specifically, Major Ariel Artime of the Economic Crimes Bureau. Major Artime will track and monitor the agreements.

Background
In the conduct of day-to-day operations, the Miami-Dade Police Department works together with the United States Food and Drug Administration to detect, investigate, and prosecute crimes against the United States. These agreements provide a mechanism to reimburse Miami-Dade County the overtime costs of assigned personnel. In addition, the agreements may include other documents, such as operational procedures, 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.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: October 7, 2014

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)
10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS AND MEMORANDA OF UNDERSTANDING BETWEEN THE UNITED STATES FOOD AND DRUG ADMINISTRATION AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, RELATING TO REIMBURSEMENT OF MIAMI-DADE COUNTY'S OVERTIME EXPENSES INCURRED DURING JOINT TASK FORCE WORK WITH THE UNITED STATES FOOD AND DRUG 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 United States Food and Drug 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 United States Food and Drug Administration and Miami-Dade County through the Miami-Dade Police Department relating to reimbursement of Miami-Dade County's overtime expenses incurred during joint task force work with the United States Food

and Drug 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 and memoranda of understanding 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 agreements, 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	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. 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

FOOD AND DRUG ADMINISTRATION

Office of Criminal Investigations
Headquarters Field Office
7500 Standish Place, Room 250 N
Rockville, MD 20855

LETTER OF AGREEMENT FOR THE PAYMENT OF STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSES

Date of Request: **July 28, 2014**
Tax Identification Number (TIN): **596000573**

Amount Requested Overtime $ **110,000.00** Authorized Expenses Total $ **110,000.00**	State or Local Investigation numbers will be assigned as required by the Miami Field Office FDA/OCI Investigation numbers will be assigned as required by the Miami Field Office
From: **October 1, 2014** Beginning Date of Agreement To: **December 31, 2015** State or Local Law Enforcement Agency Contact Person: **Lt. Luis Almaguer** lalmaguer@mdpd.com Telephone Number: **(786-367-1082)**	State or Local Law Enforcement Agency Name and Address: **Miami-Dade Police Department** **9105 Northwest 25th Street** **Doral, Florida 33172** **(305-994-1000)**

PURPOSE:

This Letter of Agreement is between the Miami-Dade County, through its department, the Miami-Dade Police Department and the United States Food and Drug Administration's Office of Criminal Investigations (FDA/OCI). This Agreement shall be effective when signed by the authorized officials from both agencies.

ARTICLES OF AGREEMENT:

1. The primary mission of this task force is to investigate and to assist the United States Attorney in prosecuting violations of the Federal Food, Drug, and Cosmetic Act, and related criminal statues. It

is agreed that the Miami-Dade Police Department law enforcement personnel will assist FDA/OCI in investigations and prosecutions as set forth in the Federal Food, Drug, and Cosmetic Act, which includes all amendments, and all related Title 18 and Title 21, United States Code violations. To accomplish the objectives of the task force, FDA/OCI agrees to assign at least one Supervisory Special Agent to the Task Force. The Supervisory Special Agent will direct task force investigations that are designed to disrupt illegal activities including illegal drug smuggling and distribution, to gather intelligence related to illegal drug trafficking and activities, to effectuate seizures of illegal drugs, and other illegally held FDA regulated products and the proceeds generated by such illegal conduct. FDA/OCI task force will engage in traditional methods of law enforcement while conducting investigations.

2. FDA/OCI will, subject to the availability of funds, provide the necessary funding and equipment to support the activities of the task force. This support shall include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items. All equipment purchased for the task force shall become the property of the state/local agency when the task force is disbanded.

3. This LOA shall be valid continuously for 15 months, commencing on October 1, 2014 and ending on December 31, 2015. FDA/OCI agrees to maintain a task force with the Miami-Dade Police Department for five (5) years with an annual renewal after the first initial fifteen (15) month period. Each annual renewal is contingent upon the agreement and approval of both parties (FDA/OCI and Miami-Dade Police Department). Each party has the authority to decline renewal of the LOA for just cause.

4. The Miami-Dade Police Department agrees to provide at least five (5) experienced law enforcement investigators to work with FDA/OCI. Any member of the task force may be reassigned by mutual agreement and written notification by either agency.

5. Investigators assigned to FDA/OCI shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of parent agency. All task force investigators shall be deputized as Special Deputy United States Marshals. FDA/OCI will be responsible for securing the required deputation authorization.

6. Any State or local employees assigned to FDA/OCI in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of this agreement.

7. FDA/OCI will reimburse the State or local law enforcement agency for approved overtime costs and premium pay for personnel assigned to FDA/OCI. The state or local law enforcement agency is responsible for paying its employees for their salary and overtime or premium pay. To ensure proper and complete utilization of FDA/OCI overtime or premium pay and expenses allocations, reimbursement claims must be submitted monthly on the FDA/OCI Reimbursement Request Form. Forms must be submitted by the **fifth (5th) working day of the following month.** Analysis of reimbursement claims by FDA/OCI may result in a modification of the obligation of funds contained within this Agreement as well as the time period concerned. The state and local law enforcement agency affected by any such modification will be advised in writing. Premium

payments or overtime payments may not exceed 25% of the current GS-12/Step-1 RUS pay. FDA/OCI field offices will monitor these payments to insure compliance.

8. State or local law enforcement agency may not bill FDA/OCI for any indirect cost associated with the administration or implementation of this Agreement.

9. The state or local law enforcement agency shall maintain and have readily available for examination and auditing by representatives of the FDA/OCI, and/or any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. In addition, the State or local law enforcement agency will maintain such records for a period of six (6) years after termination of this Agreement.

10. FDA/OCI shall be responsible for the processing of assets seized for federal forfeiture in conjunctions with the task force investigations. The sharing percentage of all assets forfeited as a result of seizures made by task force investigations will be determined by the amount of participation in the investigation by the state/local investigators. The final decision will be made by the Department of Justice for all seizures administrated by DOJ or by the Treasury Department for all seizures administrated by U.S. Treasury agencies. The proceeds will be shared equitably as required in the Attorney General's Guidelines on Seized and Forfeited Property.

11. Press releases will confirm to FDA guidelines. No release will be issued without FDA/OCI final approval.

12. This Agreement may be modified at any time by written consent of all involved parties. Modifications to this LOA shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency. This Agreement may be terminated by any of the parties by written notice to the other parties. Billing for outstanding obligations shall be submitted by the State or local law enforcement agency within thirty (30) days of the termination.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between FDA/OCI and the State or local law enforcement agency. They are, therefore, subject to modification by the FDA/OCI based upon the progress and needs of the FDA/OCI investigation. Additionally, resources are contingent on the availability of funds.

Miami-Dade County

Approved By: _____

Carlos A. Gimenez, Mayor — Date
Miami-Dade Police Department

Approved By: _____

J.D. Patterson, Director — Date
Miami-Dade Police Department

United States Food and Drug Administration

Approved By: _____

Russell Hermann — Date
Assistant Special Agent in Charge
Investigative Operations Division