

# MEMORANDUM

Agenda Item No. 8(I)(2)

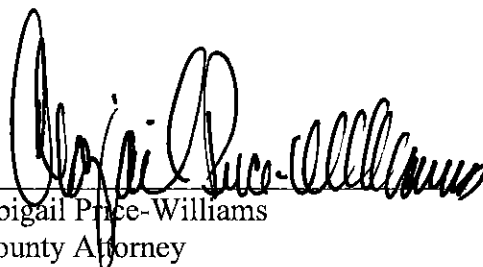
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** December 17, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving a Memorandum of Understanding and Cost Reimbursement Agreement in the amount of \$15,000.00 with the United States Postal Inspection Service for participation in a joint cooperative law enforcement task force to combat the trafficking of narcotics and related violent crimes that have a nexus to the United States mail; authorizing the County Mayor to execute the Memorandum of Understanding and Cost Reimbursement Agreement; and authorizing the County Mayor to exercise the cancellation and termination provisions contained therein and to execute amendments, extensions, renewals, of the Memorandum of Understanding and Cost Reimbursement Agreement for a period of up to ten years

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



Abigail Price-Williams  
County Attorney

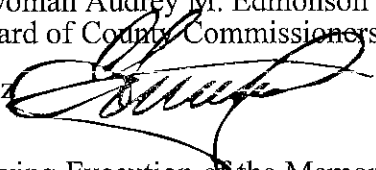
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# Memorandum



**Date:** December 17, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez   
Mayor

**Subject:** Resolution Approving Execution of the Memorandum of Understanding and Cost Reimbursement Agreement Between the United States Postal Inspection Service and Miami-Dade County, by and Through the Miami-Dade Police Department

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's Designee to enter into a Memorandum of Understanding (MOU) and Cost Reimbursement Agreement with the United States Postal Inspection Service (USPIS) in the amount of \$15,000.00 that allows the Miami-Dade Police Department (MDPD) to participate in a joint cooperative law enforcement task force to combat the trafficking of narcotics and related violent crimes. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise termination and cancellation provisions, and to execute any amendments, renewals or extensions up to 10 years. The MOU and Cost Reimbursement Agreement shall become effective upon signature by all parties and shall be in effect for two years.

## **Scope**

Participation in this task force supports investigations that may cross jurisdictional lines within the Southern District of Florida, including Broward and Miami-Dade Counties.

## **Delegation of Authority**

The County Mayor or the County Mayor's designee is authorized to execute the MOU and the Cost Reimbursement Agreement between the USPIS and Miami-Dade County, by and through the MDPD, to exercise termination and cancellation provisions, and to execute amendments, renewals, or extensions of the MOU and the Cost Reimbursement Agreement as may be necessary for up to ten years. Extensions will allow the continued participation of the MDPD in the task force as well as for the reimbursement of overtime costs for MDPD officers, so long as the USPIS has received federal budget authority.

## **Fiscal Impact/Funding Source**

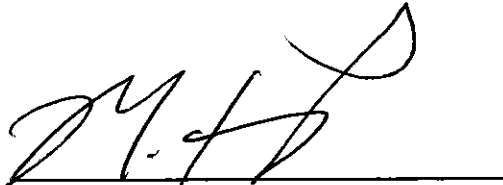
USPIS will reimburse the MDPD for overtime in an amount not to exceed \$15,000.00 for all assigned MDPD investigations per fiscal year. Additionally, the MOU requires all parties to indemnify and hold harmless each other, which may be a fiscal impact should the County have to litigate any claim arising from the MOU.

**Track Record/Monitor**

The MOU and Cost Reimbursement Agreement will be monitored by Major Jesus Ramirez, of MDPD's Narcotics Bureau, and Assistant Director Gustavo Knoepffler, of MDPD's Departmental Services, to ensure compliance with the requirements of the MOU and Cost Reimbursement Agreement.

**Background**

This MOU establishes the USPIS's policies and procedures that govern the task force whose purpose is to develop a cooperative effort with the MDPD for the investigation and prosecution of criminal offenses relating to the trafficking of controlled and other dangerous substances that utilize or have a nexus to the United States mail, as well as mail suspected of containing proceeds related to narcotics transactions, and related money laundering offenses. The Cost Reimbursement Agreement establishes the policies, procedures, and requirements for reimbursement by the USPIS for MDPD officer overtime costs associated with MDPD's participation in task force operations, including detection, investigation, and prosecution of crimes. These kinds of interagency law enforcement task forces provide a proactive, coordinated response to investigating crimes while maximizing resources and results.



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Maurice L. Kemp  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** December 17, 2019

**FROM:** Abigail Price-Williams  
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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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)  
12-17-19

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

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND COST REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$15,000.00 WITH THE UNITED STATES POSTAL INSPECTION SERVICE FOR PARTICIPATION IN A JOINT COOPERATIVE LAW ENFORCEMENT TASK FORCE TO COMBAT THE TRAFFICKING OF NARCOTICS AND RELATED VIOLENT CRIMES THAT HAVE A NEXUS TO THE UNITED STATES MAIL; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND COST REIMBURSEMENT AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION AND TERMINATION PROVISIONS CONTAINED THEREIN AND TO EXECUTE AMENDMENTS, EXTENSIONS, RENEWALS, OF THE MEMORANDUM OF UNDERSTANDING AND COST REIMBURSEMENT AGREEMENT FOR A PERIOD OF UP TO TEN YEARS

**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:

**Section 1.** Approves the Memorandum of Understanding ("MOU") and Cost Reimbursement Agreement, in the amount of \$15,000.00 with the United States Postal Inspection Service and Miami-Dade County, by and through the Miami-Dade Police Department, for participation in a narcotics related task force, in substantially the form attached hereto and made a part hereof.

**Section 2.** Authorizes the County Mayor or the County Mayor's designee in execute the MOU and Cost Reimbursement Agreement with the United States Postal Inspection Service.

**Section 3.** Authorizes the County Mayor or the County Mayor's designee to exercise the cancellation and termination provisions contained therein, and to execute amendments, extensions, and renewals of the MOU and the Cost Reimbursement Agreement as may be necessary for a period of up to ten years on behalf of Miami-Dade County.

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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 17<sup>th</sup> day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.

MBJ For

Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES POSTAL INSPECTION SERVICE – MIAMI DIVISION  
AND THE MIAMI-DADE POLICE DEPARTMENT**

This document sets forth the Agreement between the United States Postal Inspection Service (hereinafter "Inspection Service" or "USPIS") and Miami-Dade County through the Miami-Dade Police Department (hereinafter "MDPD"), with respect to a joint cooperative law enforcement effort to combat the trafficking of narcotics and related violent crimes, hereinafter referred to as the Miami DHQ PMN Task Force ("MDPTF").

This document is an internal government agreement and is not intended to confer any rights or benefits to any private person or party. The goals of the MDPTF are to protect the public by investigating and prosecuting criminal offenses related to the trafficking of controlled substances utilizing the United States Mail, as well as money laundering violations.

**I. Purpose**

The purpose of this Agreement is to develop a cooperative effort with the MDPD for the investigation and prosecution of criminal offenses relating to the trafficking of controlled and other dangerous substances utilizing or having a nexus to the United States Mail, as well as mail suspected of containing proceeds related to narcotics transactions, and related money laundering offenses.

**II. Mission**

To investigate and where appropriate, prosecute individuals participating in the possession and distribution of narcotics and other illegal substances, with a nexus to the United States Postal Service (USPS) in Miami-Dade County.

**III. Objectives**

To facilitate and maintain effective communications between the USPIS and the MDPD, and maximize the use of intelligence and resources in order to achieve the following:

1. To identify individuals and organizations involved in the offenses listed above affecting Miami-Dade County;
2. To conduct coordinated reviews and referrals on mailings suspected of containing controlled substances;
3. When appropriate, seize and conduct controlled deliveries of U.S. mail containing controlled substances and/or proceeds related to the sale of controlled substances, and identify individuals and/or organizations involved in large scale drug trafficking operations. Focus will be given to high priority cases such as those involving the trafficking of opioids with concentrating on end-to-end disruptions; and,
4. To identify, and where appropriate, prosecute individuals involved in money laundering offenses with a nexus to the Postal Service.

**IV. Participants**

Any MDPD employees assigned to the MDPTF in accordance with this Agreement are not considered Federal employees, are not employed by the USPS or the USPIS. They do not take on the benefits of Federal employment, USPS employment, or USPIS employment by virtue of this assignment.



## **V. Personnel Commitment**

The MDPD intends to provide sworn law enforcement officers to the MDPTF for participation on designated investigations. By assigning personnel to this Task Force, MDPD represents these personnel are not the subject of any current or pending disciplinary action. Additions or deletions of personnel will be at the discretion of the MDPD Director or authorized designee.

## **VI. Vehicles**

A law enforcement vehicle is required for use by the MDPD Law Enforcement Officer assigned to the Task Force. The MDPD understands and represents it will provide, at its own cost, a suitable law enforcement vehicle for each of its personnel assigned to the Task Force. All costs associated with the operation and maintenance of the vehicle shall be borne by the MDPD.

## **VII. Incidents Involving the Use of Force**

The Postal Inspection Service will investigate any incidents involving the use of force, including the intentional and unintentional discharge of a firearm by MDPD personnel participating in an investigation or operation under the terms of this Agreement. The MDPD via the Florida Department of Law Enforcement may conduct its own investigation, as required. It is understood the USPS Office of Inspector General (OIG) may also participate in such investigations.

Nothing in this Agreement is intended to interfere or conflict with the MDPD's obligations under State of Florida law to report such incidents, or of their ability to conduct internal affairs investigations or to impose administrative or disciplinary action with respect to their personnel involved in use of force incidents while participating in investigations pursuant to the terms of this Agreement.

## **VIII. Principles**

The following principles will help guide relationships among the law enforcement participants in this initiative regarding policy, planning, training, supervision and public relations. It is agreed these principles will serve as a basis to mediate any disputes which may arise during its operation.

### **A. Recognition of Authority**

The Miami-Dade Police Department recognizes the Postal Inspection Service is the principle Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal law regarding the U.S. Mail, use of the mails, and property in the custody of the USPS, as well as other Postal offenses.

The MDPD understands United States mail entering or leaving the State of Florida is sealed against inspection and cannot be opened except under the authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender and/or addressee of the mail piece. MDPD may not, in any manner, detain or otherwise interfere with U.S. Mail, or record information from mail matter unless specifically authorized to do so by a U.S. Postal Inspector.

## **B. Administration**

Because this Memorandum of Understanding outlines a cooperative endeavor on the part of the participants, the policy, program involvement, and direction of this Initiative should be joint responsibilities of the enforcement supervisors of the participants. Therefore, the cases will be jointly investigated and no particular participating agency will prevail over another or will act unilaterally. The participants (or designated representatives) will meet regularly as agreed upon to discuss Investigations related to the above mentioned offenses.

## **C. Jurisdiction**

The determination as to whether a case will be prosecuted federally or by the appropriate county or State authority will be made by the respective Federal, State, or county attorneys. The decision as to whether a case should be prosecuted Federally or by the State or county authorities will be based upon which level of prosecution will best serve the interest of justice consistent with the overall mission objectives of the Initiative.

## **D. Supervision**

In order to promote efficient field operations, operational supervision of the personnel assigned to this task force, while working on initiatives or investigations directly related to this task force, will be the responsibility of the Task Force Manager (TFM). The TFM will be a supervisory Postal Inspector ("Team Leader") or other designated Postal Inspector. At the time of the execution of this MOU, Postal Inspector/Team Leader Otto Fernandez is designated as the Task Force Manager. On matters not related to the Task Force, assigned personnel will continue to be subject to the established lines of supervision of their respective agencies.

In the event of a conflict with respect to supervisory authority, no action will be taken by the involved personnel until the conflict is resolved at the agency head level. Each member of the MDPTF is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each MDPTF member will continue to report to their respective agency supervisor for non-investigative matters not detailed in this MOU.

## **E. Standard Operating Procedures**

The TFM, in consultation with the Federal and/or State or local attorneys, will be primarily responsible for directing and monitoring investigations related to this Task Force, subject to the participants' respective agency rules, regulations, and policies. In cases which have been designated for Federal prosecution, all investigative procedures shall conform to the current Inspection Service and Department of Justice regulations and guidelines on criminal investigations and undercover operations.

## **F. Location**

The MDPTF will be housed and operated from the following Inspection Service domicile:

U.S. Postal Inspection Service  
Miami Division Headquarters  
3400 Lakeside Drive, 6<sup>th</sup> FL  
Miramar, FL 33027

## **IX. Administrative Support**

Routine administrative support will be provided by the USPIS.

## **X. Financial Responsibility**

The MDPD remains responsible for the salary and benefits of their employees participating on the Task Force. The Inspection Service will, as described in Section XII below, provide funding as available for overtime for MDPD law enforcement officers participating on the Task Force pursuant to the terms of this Agreement. Payments for Confidential Informants and other sources of information, buy-money, and other related investigative expenses will be provided for by the Inspection Service, depending on available funding, and if approved in advance by the designated Inspection Service TFM or authorized Inspection Service supervisor/manager.

## **XI. Overtime Payments**

MDPD may request reimbursement of overtime salary expenses in connection with work performed on behalf of, and in furtherance of designated Task Force investigations performed by its officer(s) assigned to this joint operation. MDPD officers are required to provide the TFM documentation of approved investigative activity for certification including referencing case number in order to facilitate reimbursement in this regard.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is **\$15,000** per year, for the assigned Task Force officer.

The procedures for submitting requests for reimbursement are outlined in Attachment A, *Cost Reimbursement Agreement*.

## **XII. Program Audit**

- A. This Agreement and its provisions are subject to audit by the USPIS, USPS Office of Inspector General, and other designated government auditors. The MDPD agrees to permit such audits and to maintain all records relating to these transactions for a period of not less than three years, and in the event of an ongoing audit, until the audit is completed.
- B. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this Agreement, as well as interviews of any and all personnel involved in these transactions.

## **XIII. Forfeiture**

The Inspection Service shall process assets seized pursuant to Task Force operations for Federal forfeiture proceedings when it is deemed appropriate to do so. In the event the forfeiture actions are perfected, the MDPD is entitled to Equitable Sharing for investigations they participated in pursuant to the terms of this Agreement. Equitable Sharing shall be conducted in accordance with Inspection Service policy and procedures, as well as the *Department of Justice – U.S. Attorney General Guidelines for Equitable Sharing*.

For assets forfeited administratively, the Inspection Service has the authority to decide the amount of the equitable sharing. For assets forfeited through Federal civil or criminal actions, the Department of Justice determines the equitable share for each participating agency.

#### **XIV. Evidence**

Evidence collected during investigations related to the joint initiative shall be retained by the USPIS. It is anticipated that as a general practice, the Inspection Service protocols for processing and retaining evidence will be followed.

#### **XV. Media Relations and Press Releases**

Media relations and press releases will be coordinated between the USPIS and MDPD. MDPTF participants agree information will only be disseminated to the media in accordance with the terms of this MOU.

#### **XVI. Disclosure of Grand Jury Proceedings**

All personnel assigned to the Task Force shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedures regarding Grand Jury secrecy as set forth in the notice attached hereto. Further, any disclosure of such Grand Jury information to PPD personnel shall be made only after authorization has been obtained from the appropriate United States Attorney's Office.

#### **XVII. Compliance with Civil Rights Act of 1964**

All personnel assigned to this initiative will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

#### **XVIII. Liability**

Each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, agents, and employees against any loss, cost damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from, or related to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this Agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

Any third party claims, cause of action and liabilities asserted will be handled in accordance with the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680.

#### **XIX. Duration**


The MDPTF will be initiated following the full execution of this MOU. This Memorandum is in effect upon signing by authorized representatives of Miami-Dade County, the Miami-Dade Police Department and the USPIS. It shall continue in full force and effect for a period of two years.

This Memorandum may be terminated or canceled by either party at any time on written notice provided thirty (30) days in advance of the effective date of termination. Any modification or amendment to this Agreement shall become effective when reduced to writing and signed by the authorized officials of the respective agencies.

**XX. Authorization and Signatories**

This Memorandum of Understanding is hereby accepted as setting forth the agreement and understanding of the undersigned.

For the U.S. Postal Inspection Service:

  
\_\_\_\_\_  
Lesley C. Allison  
Acting Inspector In Charge

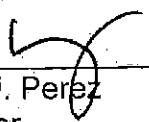
9-19-19  
Date

For Miami-Dade County:

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

\_\_\_\_\_  
Date

For the Miami-Dade Police Department:

  
\_\_\_\_\_  
Juan J. Perez  
Director

Date: 10/8/19

## ATTACHMENT A

### Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service ("Inspection Service") and the Miami-Dade Police Department, 9105 NW 25<sup>th</sup> St., Miami, FL 33372, Federal Taxpayer Identification Number (TIN) 59-600573, that:

Subject to the availability of funds, the Inspection Service will reimburse the MDPD for overtime payments for the law enforcement officer(s) assigned to the USPIS Miami DHQ PMN Task Force (MDPTF) as set forth below for expenses necessary for detection, investigation, and prosecution of certain crimes against the United States.

Overtime reimbursements for officers on an as-needed basis assigned to the Task Force will be calculated at the usual rate for which the individual investigator's time would be compensated. The overtime reimbursement allocation for the MDPD investigator assigned to the Task Force will not exceed the maximum monthly sum of \$1,250. The maximum overtime for all assigned MDPD investigators per fiscal year (October through September) will not exceed \$15,000.

Overtime reimbursement will be made directly to the MDPD by the Inspection Service. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH vendor/miscellaneous payment enrollment form must be on file with Inspection Service Miami Division Headquarters to facilitate payments.

MDPD agrees to provide a monthly overtime invoice to include a breakdown, by investigator, of the date(s) and the number of hours worked overtime along with the referencing case numbers. Overtime invoices requesting reimbursement should be submitted on a monthly basis as soon as practical after the first of the month following the month for which reimbursement is requested to the following:

Otto Fernandez  
Postal Inspector Team Leader  
US Postal Inspection Service – Miami Division  
3400 Lakeside Dr., 6<sup>th</sup> FL  
Miramar, FL 33027-3242

At the commencement of each Inspection Service fiscal year, prior to submission of any overtime reimbursement requests, the MDPD will provide the salary and hourly overtime rate for each investigator assigned to the Task Force.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the MDPD that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned Joint Initiative casework.

Each request for reimbursement will include: an invoice number, invoice date, taxpayer identification number (TIN) and the correct banking information to complete the electronic fund transfer. The necessary banking information is the depositor account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, a new ACH vendor/miscellaneous payment enrollment form must be submitted to the Inspection Service.

*Lesley C. Allison*

Lesley C. Allison  
Acting Inspector in Charge  
US Postal Inspection Service

*9-19-19*

Date

For Miami-Dade County:

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

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

For the Miami-Dade Police Department:

*Juan J. Perez*  
\_\_\_\_\_  
Juan J. Perez  
Director

Date: *11/8/19*

ATTACHMENT A-1

Miami-Dade Police Department

Notification has been received by the Postal Inspection Service that the following investigator(s) is(are) assigned to the U.S. Postal Inspection Service Miami DHQ PMN Task Force for operations conducted throughout FY 2019, and are authorized to receive overtime:



\_\_\_\_\_  
Otto Fernández  
Postal Inspector Team Leader



\_\_\_\_\_  
Date