

MEMORANDUM

Agenda Item No. 8(B)(2)

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

DATE: February 5, 2013

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

SUBJECT: Resolution authorizing the
County Mayor to execute the
Conditional Deed of Gift
between Miami-Dade County
and the United States of America
for the Army Donations Program
Resolution No. R-75-13

The accompanying resolution was prepared by the Corrections & Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: February 5, 2013

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Resolution Authorizing the Execution of the Conditional Deed of Gift between Miami-Dade County and the United States of America for the Army Donations Program

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the accompanying resolution approving and authorizing the execution of the Conditional Deed of Gift between Miami-Dade County and the United States of America, represented by the Department of the Army for their Army Donations Program.

SCOPE

The impact of this Conditional Deed of Gift is countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County as this is a donation of rifles by the Department of the Army to the Miami-Dade Corrections and Rehabilitation Department.

TRACK RECORD/MONITOR

Ms. Janelle Hall, Manager of the Community Affairs Bureau, will be responsible to comply with the contract and its reporting requirements.

BACKGROUND

The use of the Honor Guard is a long standing tradition in military and paramilitary organizations. The Miami-Dade Corrections and Rehabilitation Department's Honor Guard participates in local, state and national events serving as ambassadors to the public, presenting a positive image of their service, and assisting with recruiting efforts. The Honor Guard participates in funeral/memorial services when law enforcement personnel are killed in the line of duty; renders services at funerals/memorials of county and state law enforcement and correctional personnel, upon request. Honor Guard services include serving as pallbearers, conducting firing party and/or bugler demonstrations for funeral/memorial processions. This year, the Miami-Dade Corrections and Rehabilitation Department's Honor Guard has participated in the National Correctional Officers and Employees Week and Miami-Dade County's Law Enforcement Memorial at Tropical Park.

Currently, the Miami-Dade Corrections and Rehabilitations Department does not have ceremonial rifles and must instead utilize shotguns during ceremonial events. The Army Donations Program offers excess rifles to be utilized as ceremonial rifles to local jurisdictions as a donation. The Army Donations Program is offering eight rifles, with a fair market value of \$500 each, to the Miami-Dade Corrections and Rehabilitation Department's Honor Guard. The attached Conditional Deed of Gift outlines the provisions that must be complied with, including the use of rifles for ceremonial purposes only; proper security and storage of the donated rifles, and the triennial inventory to be submitted to the Department of the Army.

A handwritten signature in black ink, appearing to read "Genaro 'Chip' Iglesias".

Genaro "Chip" Iglesias
Deputy 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(B)(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
- 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(B)(2)
2-5-13

RESOLUTION NO. R-75-13

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONDITIONAL DEED OF GIFT BETWEEN MIAMI-DADE COUNTY AND THE UNITED STATES OF AMERICA FOR THE ARMY DONATIONS PROGRAM

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 Conditional Deed of Gift between Miami-Dade County and the United States of America, represented by the Department of the Army in substantially the form attached and hereto and made a part hereof.

Section 2. Authorizes the County Mayor or County Mayor's Designee to execute the Conditional Deed of Gift, after review and approval by the County Attorney's Office, and to exercise any cancellation, termination, and/or funding provisions contained therein.

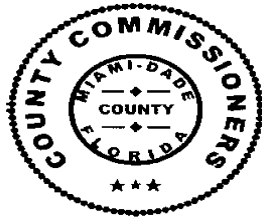
The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson aye
Sally A. Heyman	absent	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez aye
Juan C. Zapata	aye	

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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon



DEPARTMENT OF THE ARMY
US ARMY TACOM LIFE CYCLE MANAGEMENT COMMAND
6501 EAST 11 MILE ROAD
WARREN, MICHIGAN 48397-5000
November 6, 2012

REPLY TO
ATTENTION OF:

Army Donations Program

Mr. Timothy P. Ryan, Director
Miami-Dade Corrections & Rehabilitation Department
2525 NW 62nd Street
Miami, FL 33147

Dear Mr. Ryan:

Congratulations! Your organization has qualified and is authorized to receive United States Army owned rifles for ceremonial use.

Listed below is the final paperwork your organization is required to complete and return concerning these ceremonial rifles. **NOTE:** Each item is due at a different stage for these weapons. You are the only authorized official who can sign these forms. Send the completed documents to:

US Army TACOM Life Cycle Management Command
ATTN: AMSTA-LCL-IWD, M/S: 419D
6501 East 11 Mile Road
Warren, MI 48397-5000

DUE NOW: The Conditional Deed of Gift is a contract, which outlines the responsibilities for your organization concerning the retention, maintenance, and conditions for these weapons. It also authorizes the organization as the custodian for the ceremonial use of these United States Army owned rifles. Please sign deed, have it notarized, and return original to this office. Please make a copy of deed for your file. **Rifles are not shipped unless this legal document is on file. It is imperative that this form be completed and returned as soon as possible.**

After the rifles are shipped via Fed Ex and received by your organization, you are required to complete the Ceremonial Rifle Inventory. Annotate the model, manufacturer, and serial number of each weapon received and/or on hand. **Do not include any of the weapons you are returning.** This allows for the accurate registration of the weapons in your possession. This form is a requirement under paragraph eight of the Conditional Deed of Gift.

Note: the organization is required to report the loss of any weapon to local authorities and to this office (donor) within twenty four hours of discovery.

DUE IN THE FUTURE: The Triennial Certification of Ceremonial Rifles form is due every three years from the date of issue for the rifles. Make copies of the blank form for your use in the future. Specifically, for this organization, this document is **due in** November 2015, November 2018, November 2021, etc. This certificate confirms that you have the weapons, you wish to retain them, and you are properly caring for them. If at any time you wish to return your rifles, you can use this form for that purpose. Please list only the rifles the Post will retain for ceremonial use.

For your convenience, enclosed is ammunition and accoutrement information. We hope this information will assist you in performing routine maintenance to ensure trouble free use of these weapons.

We would like to express our appreciation to you and the members of your organization for performing the ceremonial duties that honor the men and women of our military services who so courageously served our country.

If you have any questions, please contact the undersigned at (586) 467-6304. The donations specialist for the state of Missouri is Ms. Katie Navalta. She can be reached at (586) 467-6299.

Sincerely,



Beverly Karjala
Lead Donations Officer

Enclosures

Ceremonial Rifle Inventory

ONCE YOU RECEIVED RIFLES,
THEN COMPLETE AND
RETURN.

_____, the undersigned,
Name of Certifying Official)

(Name and address of Organization)

were inventoried on _____
(Date)

Manufacturer

Serial Number

Winchester

123456789

Remington

325989876

(If the organization is requesting replacement for any of the rifles annotate an asterisk (*) next to the listed rifle.)

- | | | | |
|-----|--|--|--|
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| 15. | | | |
| 16. | | | |
| 17. | | | |

SEE REVERSE SIDE

Ceremonial Rifle Inventory (Cont.)

18. _____

19. _____

20. _____

If you have additional weapons, please list them on plain paper and attach to this form.

I hereby certify that to the best of my knowledge and belief that a 100% inventory of all Ceremonial Rifles in our possession was performed and that the rifles listed above (and on attachments) are the only rifles in the possession of this organization at this time and that all of my statements are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC§1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment. Furthermore, if any additional rifles are located we will notify the US Army within 30 days of their discovery.

SIGNATURE: _____

NAME: _____
(Typed or Printed)

TITLE: _____

Notary Public Endorsement

COUNTY OF _____ STATE OF _____

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named individual, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Ceremonial Rifle Inventory and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ Day of _____, 20____.

Notary Public My Commission expires: _____

Triennial Certification of Ceremonial Rifles

DUE: October 2015, October 2018, October 2021, etc.

(Mail to: USATACOM LCMC, ATTN: AMSTA-LCL-IWD, MS: 419D, 6501 E. 11 Mile Road, Warren, MI 48397-5000)

1. I, the undersigned, hereby certify that the following se
Conditionally Donated for ceremonial use on hand are:

Ex:	<u>Model</u> <u>M1903A3</u>	<u>Manufacturer</u> <u>Winchester</u>	KEEP. NOT DUE FOR 3 YEARS.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____

2. In accordance with the Conditional Deed of Gift(s), AR 700-131 and Title 10 USC § 4683, I certify that the aforementioned U.S. Army ceremonial rifles are:

- a. _____ still required and used in the manner agreed upon in the original statement.
- b. _____ are unserviceable. **Notarized statement by a licensed arms repair facility** is attached.
- c. _____ no longer required. Request the ceremonial rifle team provide disposition instructions to return ceremonial rifles.

Triennial Certification of Ceremonial Rifles (Cont.)

3. I hereby further certify that:

a. Our veterans organization is still in good standing with our respective National Headquarters and our current membership strength is _____.

or

b. Our police department still maintains an active honor guard with a membership strength of _____.

and

These weapons are properly safeguarded, are properly maintained, and are used solely for their intended purpose of performing funeral details and other ceremonies. I hereby certify that to the best of my knowledge and belief that a 100% inventory of all ceremonial rifles in our possession was performed and that the rifles listed above are the only rifles in this organization at this time and that all of my statements are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC §1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

SIGNATURE: _____

NAME: _____
(Typed or Printed)

TITLE: _____

ORGANIZATION: _____
(Name)

(Address)

(City, State)

Notary Public Endorsement

COUNTY OF _____ STATE OF _____

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named individual, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Triennial Certification of Ceremonial Rifles and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ Day of _____, 20_____.

Notary Public My Commission expires: _____

Ammunition & Accoutrement Information

Blank ammunition is authorized for use in United States Army issued ceremonial rifles ONLY. Ammo is not authorized to organizations who receive rifles through any other source.

The use of ammunition obtained from sources other than the Joint Munitions Command is prohibited as it may result in damage to the rifle. More importantly, it could cause harm or serious injury to the user.

Send requests for ammunition and clips to:

Commander
US Army Joint Munitions Command
ATTN: AMSJM-CDS (Dawn Folland)
One Rock Island Arsenal
Rock Island, IL 61299-6000

Telephone: (309) 782-4608
Toll Free: (877) 233-2515
Fax: (309) 782-7292
E-mail: dawn.l.folland.civ@mail.mil

Slings, cleaning kits, replacement M1 Garand blank adapters, firing pins, repair parts, cartridge belts are not provided through the Army Donations Program. The American Legion magazine provides **Amherst Arms** as a source for this equipment. The address is: PO Box 1457, Englewood, FL 34295. Their telephone number is (941) 475-2020. Their website is: www.amherst-depot.com

Another source is **Fulton Armory**. The address is: 8725 Bollman Place #1, Savage, MD 20763. Their telephone number is (301) 490-9485. Their website is: www.fulton-armory.com

The US Army does not endorse any specific commercial source for rifle accoutrements.

CONDITIONAL DEED OF GIFT
CEREMONIAL RIFLES

DUE NOW

THIS AGREEMENT made as of October 31, 2012 between the AMERICA (hereinafter called "the Government" or the "Donor" the US Army TACOM Life Cycle Management Command, Warren, Mi Miami-Dade Corrections and Rehabilitation (hereinafter called "the Donee") operating under the laws of the State of Florida and located in the City/Township/Village of Miami

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §4683 to conditionally lend or donate excess M-1 Rifles (not more than 15) for ceremonial use, under terms prescribed by the Secretary, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the qualification checklist and is hereby deemed eligible and authorized to receive rifles for ceremonial use.
3. The Donee agrees to use the rifle(s) for ceremonial purposes only. Any other use of these rifle(s) will void this deed, the organization will be disqualified from program participation and the rifle(s) will revert to the Government. The Donee shall bear all expenses of the return and repossession to include any and all storage costs and legal fees.
4. The Donee agrees not to use the rifle(s) as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the rifles shall not be transferred, loaned to another organization, or otherwise disposed of without the written consent of the Donor. If disposition by any method (including redonation) without consent of the Donor is attempted, this agreement will be terminated and the ceremonial rifles shall be repossessed by the Donor.
5. The Donee is responsible for the proper security and storage of donated weapons in accordance with all applicable local and State laws. The Donee agrees to report the loss of any weapon to local authorities and the Donor within 24 hours of discovery. The Donee is further responsible for the cleaning, maintenance, and upkeep of the weapons to insure they are safe for use at all times.
6. The Donee agrees to comply with all applicable provisions of the Gun Control Act of 1968, as amended, Title 18 USC §922(d) and all applicable State laws governing the possession and use of firearms. Noncompliance with all State and Federal firearm laws and regulations will void this Deed.
7. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of donated weapons.
8. The Donee agrees to provide the Donor an original signed Conditional Deed of Gift and a Ceremonial Rifle Inventory for all of the rifles issued for ceremonial use to the organization. The Ceremonial Rifle Inventory encompasses all weapons covered by this Deed and it, along with any Donor-approved changes, becomes a permanent part of this Deed.
9. The Donee agrees to submit a triennial inventory which identifies the model, manufacturer and serial number of assigned weapons. The Donee further agrees to allow authorized representatives of the Government access to the Donee's records, facilities and storage location(s) to validate the inventory as deemed necessary by the donor.

10. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift, the agreement is null and void and rifles shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor. The Donee shall bear all expenses, including legal and other costs, incurred by the Donor in execution of this repossession to include any related storage costs.

11. If at any time rifles are no longer used for ceremonial purposes, if the Donee no longer wishes to keep the donated property, or the custodial organization ceases to exist, written notice shall be given to the Donor, who shall provide disposition instructions. The Donee will be responsible for all arrangements including the cost to accomplish the return of donated weapons.

EXECUTED

On behalf of the Donor this 6th day of November, 2012 at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: Audrey J. Clarke

AUDREY J. CLARKE
Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

Name (Printed or Typed)

Title

Signature

Notary Public Endorsement

COUNTY OF _____

STATE OF _____

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named individual, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed of Gift and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ Day of _____, 20____.

Notary Public

My Commission expires: _____