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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: March 5, 2013

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

SUBJECT: Resolution authorizing execution of agreements and memoranda of understanding between the Federal Bureau of Investigation and Miami-Dade County
Resolution No. R-164-13

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

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Memorandum

MIAMI-DADE COUNTY

DATE: March 5, 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 Federal Bureau of Investigation 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 Federal Bureau of Investigation of the U.S. Department of Justice and Miami-Dade County through the Miami-Dade Police Department. These agreements provide authority to the Federal Bureau of Investigation to pay overtime for the police officer(s) assigned full-time to the Federal Bureau of Investigation 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 overtime costs of sworn personnel assigned full-time to these investigations in partnership with the Federal Bureau of Investigation. The investigations are conducted throughout the Southern District of 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's Professional Compliance Bureau. Glenn Stolzenberg, Major, Professional Compliance Bureau, will track and monitor the agreement. As other task forces are established with the Federal Bureau of Investigation, 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 Federal Bureau of Investigation 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.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: March 5, 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)
3-5-13

RESOLUTION NO. R-164-13

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS AND MEMORANDA OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND MIAMI-DADE COUNTY RELATING TO REIMBURSEMENT OF MIAMI-DADE COUNTY'S OVERTIME EXPENSES INCURRED DURING JOINT TASKFORCE WORK WITH THE FEDERAL BUREAU OF INVESTIGATION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR DESIGNEE'S 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 Federal Bureau of Investigation 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 Federal Bureau of Investigation and Miami-Dade County through the Miami-Dade Police Department relating to reimbursement of Miami-Dade County's overtime expenses incurred during joint taskforce work with the Federal Bureau of Investigation,

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 **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** 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	**absent**	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 March, 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

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
MIAMI-DADE COUNTY

TASK FORCE FILE # 194A-MM-A113881

This Cost Reimbursement Agreement is entered into by and between the Federal Bureau of Investigation (FBI) and Miami-Dade County, by and through its department, the Miami-Dade Police Department.

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized MIAMI AREA CORRUPTION TASK FORCE as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Miami-Dade County with its police department, located at 9105 NW 25th Street, Doral, Florida 33172; Taxpayer Identification Number: 59-6000573; Phone Number: (305) 627-7100 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse Miami-Dade County for overtime payments made to the Miami-Dade Police Department officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the Miami-Dade Police Department to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the Miami-Dade Police Department by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on

fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request 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. The request must be accompanied by a certification, signed by an appropriate Supervisor of the Miami-Dade Police Department that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) 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 FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2009, must be received by the FBI by December 31, 2009. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the Miami-Dade Police Department's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR MIAMI-DADE COUNTY:

Carlos A. Gimenez Date
Mayor

1/16/13
J.D. Patterson Date
Acting Director, Miami-Dade Police Department

FOR THE FEDERAL BUREAU OF INVESTIGATION:

Special Agent in Charge Date
Miami Division

Contracting Officer Date
Federal Bureau of Investigation
Headquarters