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

MEMORANDUM

Agenda Item No. 14(A)(1)

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

DATE: June 18, 2013

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

SUBJECT: Resolution authorizing execution of memoranda of understanding and agreements between Immigration and Customs Enforcement of the U.S. Department of Homeland Security and Miami-Dade County
Resolution No. R-483-13

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: June 18, 2013

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

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Memoranda of Understanding and Agreements between the U.S. Department of Homeland Security Immigration and Customs Enforcement and Miami-Dade County Relating to Reimbursement of Expenses Incurred by 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 Immigration and Customs Enforcement of the U.S. Department of Homeland Security and Miami-Dade County through the Miami-Dade Police Department. These memoranda of understanding and agreements provide authority to Immigration and Customs Enforcement to pay overtime for the police officer(s) assigned full-time to the Immigration and Customs Enforcement and other law enforcement expenses related to joint operations and task forces. The specific memorandum of understanding herein is effective upon signature and will remain in effect until terminated in writing by either agency.

Scope

The memoranda of understanding and agreements will provide reimbursement to the Miami-Dade Police Department for the overtime costs of sworn personnel assigned to work on joint operations or task forces with Immigration and Customs Enforcement and also for other law enforcement expenses.

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 Police Services, South Operations Division. Hernan Organvidez, Chief, South Operations Division, will track and monitor the agreement. As other task forces are established with Immigration and Customs Enforcement, which may be assigned to other entities, the respective 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 Immigration and Customs Enforcement 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 and other law enforcement expenses related to the task force operations. In addition, memoranda of understanding and 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: June 18, 2013

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

SUBJECT: Agenda Item No.14(A)(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. 14(A)(1)
6-18-13

RESOLUTION NO. R-483-13

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDA OF UNDERSTANDING AND AGREEMENTS BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT OF THE U.S. DEPARTMENT OF HOMELAND SECURITY AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT; RELATING TO REIMBURSEMENT OF EXPENSES INCURRED BY MIAMI-DADE COUNTY DURING JOINT OPERATIONS AND TASK FORCES; 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 Immigration and Customs Enforcement to implement operational procedures to govern the partnership; and

WHEREAS, this work requires interagency joint operations and/or task forces to further the purposes of investigation 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 memoranda of understanding and agreements between Immigration and Customs Enforcement and Miami-Dade County through the Miami-Dade Police Department relating to reimbursement of expenses incurred by Miami-Dade County during joint operations and task forces, 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 agreements, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, 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	**absent**		
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	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Miami-Dade County by and through its department, the Miami Dade Police Department (NCIC CODE # FL01300) and Immigration and Customs Enforcement (ICE), SAC Miami Office for the purpose of the reimbursement of costs incurred by the Miami-Dade County in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC Miami Office, with the participation of the Miami-Dade Police Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Miami-Dade Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Miami-Dade County shall provide the ICE SAC Miami Office with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Miami-Dade Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Miami Office, performed by its officer(s) assigned to this joint operation. In addition, the Miami-Dade County may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Miami Office.

   The Miami-Dade Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Miami-Dade Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Miami-Dade Police Department must submit to ICE SAC Miami Office the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Miami-Dade County remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The Miami-Dade Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Miami Office, at the following address: 11226 NW 20th Street Miami, FL 33172, Attn. Didiana Tavarez, Ph. 305-597-2872.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Miami-Dade County agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

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.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC Miami office and the Miami-Dade County, and is not intended to confer any right or benefit to any private person or party.

Signatures:

_____

Alysa D. Erichs
Immigration & Customs Enforcement
SAC Miami

Date:_____

_____

Carlos A. Gimenez
Miami-Dade County
Mayor

Date:_____

_____

J.D. Patterson
Miami Dade Police Department
Director

Date:_____