OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(I)(6)

DATE: May 5, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Ratifying Execution of Agreements between Miami-Dade County and the United States Department of Justice for the Organized Crime and Drug Enforcement Task Force Program

Resolution No. R-403-15

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the County Mayor or County Mayor's designee action to execute the Fiscal Year 2015 Agreement for the use of the State and Local Overtime and Authorized Expense/Strategic Initiative Program (Agreement) in the amount of $25,000.00 between the United States Department of Justice Organized Crime and Drug Enforcement Task Force (OCDETF) Program and Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD). The time period for the Agreement began January 6, 2015 and ends September 30, 2015. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute additional agreements that allow the continuation of investigations, strategic initiatives, prosecutions performed by the OCDETF established pursuant to the Agreement for and on behalf of the County.

Scope

The Agreement, and subsequent agreements as authorized herein, will provide reimbursement to MDPD for the costs of sworn personnel assigned to the investigations under this federal initiative. The investigations are conducted throughout the County, and when necessary, outside the County and the State of Florida.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

The Agreement, and subsequent agreements, will be monitored by Gustavo Knoepffler, Chief Financial Officer of the MDPD.

Delegation of Authority

The United States Department of Justice and the County Mayor or County Mayor's designee are authorized to exercise the termination provisions at any time by providing a ten (10) day written notice. The County Mayor or County Mayor's designee is authorized to execute modifications to the Agreement to increase maximum amount reimbursed for a maximum of six monetary (6) modifications. As an administrative policy, the U.S. Department of Justice allows these modifications for the purpose of increasing funding for a specific Task Force investigation, strategic initiative, or prosecutions. Also, the County Mayor or County Mayor's designee is authorized to execute additional agreements that allow the continuation of investigations, strategic initiatives, and prosecutions performed by OCDETF established pursuant to the Agreement. These agreement modifications allow funding increases which may be necessary to allow these task force activities to continue to the appropriate conclusion, fulfilling the mission of the OCDETF Program.

Background

The OCDETF operates under by the U.S. Department of Justice. The OCDETF Program was established to conduct comprehensive, multi-level initiatives on major drug trafficking and money laundering organizations. The OCDETF Program combines the resources and expertise of its member federal agencies which include: (1) the Drug Enforcement Administration, (2) the Federal Bureau of Investigation, (3) the Bureau of Immigration and Customs Enforcement, (4) the Bureau of Alcohol, Tobacco, Firearms, and Explosives, (5) the U.S. Marshals Services, (6) the Internal Revenue Service, and (7) the U.S. Coast Guard, in cooperation with state and local law enforcement. The principal mission of the OCDETF Program is to identify, disrupt, and dismantle the most serious drug trafficking and money laundering organizations, and those primarily responsible for the nation's drug supply.

The task force is authorized to reimburse state and local law enforcement agencies for the overtime costs of sworn law enforcement officers which are incurred while assisting in these investigations and also strategic initiatives approved by the U.S. Department of Justice. Reimbursements are authorized specifically and solely for the sworn personnel assigned to these investigations. These funds may not be used for any operational expenses such as equipment and/or confidential informant payments. The task force is strictly governed by policies and procedures, and is administered by the U.S. Attorney. In addition, these agreements may include other documents, such as memoranda of understanding, which detail operational procedures for the conduct of the task force and the related inter-agency partnerships.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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

SUBJECT: Agenda Item No. 8(I)(6)

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)(6)
5-5-15

RESOLUTION NO. R-403-15

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE THE AGREEMENT IN THE AMOUNT OF $25,000.00 BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE ORGANIZED CRIME AND DRUG ENFORCEMENT TASK FORCE PROGRAM AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, RELATING TO REIMBURSEMENT OF MIAMI-DADE COUNTY'S EXPENSES INCURRED DURING JOINT TASK FORCE INVESTIGATIONS, STRATEGIC INITIATIVES, PROSECUTIONS, AND OTHER TASK FORCE OPERATIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUBSEQUENT AGREEMENTS REGARDING THIS TASK FORCE PROGRAM, TO APPROVE MODIFICATIONS TO INCREASE FUNDING AMOUNT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, the 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 hereby ratifies the County Mayor's or County Mayor's designee action to execute the Agreement in the amount of $25,000.00 between the United States Department of Justice Organized Crime and Drug Enforcement Task Force Program and Miami-Dade County, by and through the Miami-Dade Police Department, relating to reimbursement of Miami-Dade County's expenses incurred during joint task force investigations, strategic initiatives, prosecutions, and other task force operations, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute additional agreements that allow the continuation of investigations, strategic initiatives, prosecutions performed by the Organized

Crime and Drug Enforcement Task Force, to execute modifications to increase funding amount, and to exercise the termination provisions contained in the agreements on behalf of Miami-Dade County, Florida.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP

Matthew Papkin

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2015 AGREEMENT
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 59-6000573
CFDA #: 16.111

DC #: P-32-

Amount Requested:

$ 25,000.00

Number of Officers Listed: 15

OCDETF Investigation / Strategic Initiative Number: FC/ FLS/2025

Federal Agency Investigation Number: 245D-MM-3488096

From: 1/6/2015
Beginning Date of Agreement

To: 09/30/2015
Ending Date of Agreement

State or Local Agency Homicide Supervisor: Sgt. Benny Solis

Telephone Number: 786-256-2204

E-mail Address: bcsolis@mdpd.com

Fax # (if applicable): 305-471-2311

State or Local Agency Name and Address:

Miami-Dade Police Department

Fiscal Administration Bureau

9105 NW 25 Street, Rm. 3049, Doral, Fl 33172

Attn: Joy Stewart, Exec. Sr. Bureau Commander

Sponsoring Federal Agency:
Federal Bureau of Investigation

OCDETF Operation Name:
Conch Salad

Sponsoring Federal Agency Group/Squad Supervisor: Special Agent David Solis

Telephone Number: 954-654-0924

E-mail Address: David.Solis@ic.fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:

Name: Benny Solis

Telephone Number *(with area code)*: 786-256-2204

E-mail Address: bcsolis@mdpd.com

Fax # (if applicable): 305-471-2311

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

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 the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: Russell Benford, Deputy Mayor 3/20/15
for *Carlos A. Gimenez, Mayor, Miami-Dade County* *Title* *Date*

Approved By: _____
DEA Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Jiries J. Salameh, DEA Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Mary V. (Jena) King, AUSA Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense / Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

Approved By: _____ 3/19/15

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

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: Miami-Dade Police Department

OCDETF Investigation / Strategic Initiative Number: FC/FLS/2025

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	[redacted]	[redacted]	[redacted]
2.	[redacted]	[redacted]	[redacted]
3.	[redacted]	[redacted]	[redacted]
4.	[redacted]	[redacted]	[redacted]
5.	[redacted]	[redacted]	[redacted]
6.	[redacted]	[redacted]	[redacted]
7.	[redacted]	[redacted]	[redacted]
8.	[redacted]	[redacted]	[redacted]
9.	[redacted]	[redacted]	[redacted]
10.	[redacted]	[redacted]	[redacted]
11.	[redacted]	[redacted]	[redacted]
12.	[redacted]	[redacted]	[redacted]
13.	[redacted]	[redacted]	[redacted]
14.	[redacted]	[redacted]	[redacted]
15.	[redacted]	[redacted]	[redacted]

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FLORIDA/CARIBBEAN REGION

FY 2015 ADDENDUM A

Definition of "Full-Time Participation" - See paragraph 11.

Any Exceptions or Justifications - must be submitted in writing.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FLORIDA/CARIBBEAN REGION

FY 2015 ADDENDUM B

In regard to the FY 2015 State and Local Agreement, the Florida/Caribbean OCDETF Financial Committee has approved modifications to the below numbered paragraphs as follows:

6. The maximum number of officers assigned to an agreement ***cannot exceed fifteen (15)*** without written justification.

11. All assets seized in the investigation will be processed federally by the sponsoring OCDETF federal agency unless otherwise specified in the OCDETF Investigation Initiation Form (IIF) or in a subsequent addendum to the IIF or other OCDETF reports. Equitable sharing of forfeited assets remains available to all the participating federal, state and local agencies. Equitable sharing requests will be governed by the rules and regulations of the Department of Justice Asset Forfeiture Fund or Treasury Executive Officer for Asset Forfeiture and Treasury Forfeiture Fund Program as applicable.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in modification of the obligation of funds contained within this agreement as well as the time period covered. The department affected by any such modification will receive a screen printout of the agreement funding change.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Miami-Dade Police Department	
Address: 9105 NW 25 Street, Rm. 3049	
Doral, Florida 33172	
Taxpayer ID Number: 59-6000573	
Contact Person Name: Nicholas Santos	Telephone Number: 305-471-2520 EXT:

Name: Miami-Dade Police Department	
Address: 9105 NW 25 Street, Rm. 3049	
Doral, Florida 33172	
Taxpayer ID Number: 59-6000573	
Contact Person Name: Nicholas Santos	Telephone Number: 305-471-2520

FINANCIAL INSTITUTION INFORMATION

Bank Name: Wells Fargo Bank NA
[redacted]
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any questions on the completion of this form, please contact the OCDETF State and Local EFT Coordinator, 202-514-1860.

To inquire about a bill contact: http://www.ipp.gov/