

RESOLUTION No. 2009-86-1031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES MARSHALS SERVICE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens Police Department has been offered an opportunity to partner with the United States Marshals Service in a task force to target fugitives in Miami-Dade County, and

WHEREAS, the task force will research and attempt to locate current fugitives that reside in, or travel through, the City of Miami Gardens, and

WHEREAS, the United States Marshals Service would like to enter into a Memorandum of Understanding with the City of Miami Gardens Police Department whereby the Police Department will offer the services of one officer on a part time basis for an indefinite period of time, and

WHEREAS, all overtime expenses for the officer will be reimbursed by the Federal Government for the duration of the program, if funds are available; if not, overtime will be paid from the Police Department overtime budget, and

WHEREAS, the City Council would like to authorize the City Manager to execute a Memorandum of Understanding with the United States Marshals Service for this purpose,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Clerk to execute and attest, respectively, that certain Memorandum of Understanding with the United States Marshals Service, a copy of which is attached hereto as Exhibit A.

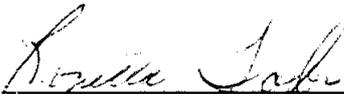
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the United States Marshals Service; and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 13, 2009.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

Resolution No. 2009-86-1031

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert

SECOND BY: Councilwoman Pritchett

**VOTE: 7-0**

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

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1515 NW 167 Street, Building 5 Suite 200  
Miami Gardens, Florida 33169

## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<i>May 13, 2009</i>		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<small>(Enter X in box)</small>	<b>X</b>			
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	Yes	No	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>		<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
		<b>X</b>	<b>Public Hearing:</b> <small>(Enter X in box)</small>		<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	<b>N/A</b>		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>		<b>Yes</b>		<b>No</b>
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	Yes	No	<b>RFP/RFQ/Bid #:</b>				
		<b>X</b>					
<b>Sponsor Name</b>	<b>Dr. Danny O. Crew</b>		<b>Department:</b>		<b>Police Department</b>		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES MARSHALS SERVICE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

As a continuing effort to impact crime and increase the level of security for our residents, the Miami Gardens Police Department is engaging in partnerships with other law enforcement agencies to reduce crime in our community. The Department has been approached by the United States Marshals Service and asked to partner with them in a task force targeting fugitives in Miami-Dade County. This group will research and attempt to locate hundreds of current fugitives involved in a multitude of crimes including homicides and sexual crimes. Many of these fugitives reside or travel through the City of Miami Gardens (CMG) on a daily basis.

The Department will detach one officer on a part time basis (20 hours per week) for an indefinite period. All overtime expenses for the officer will be reimbursed by the Federal Government for the duration of the program. It is expected that when an operation is conducted in the City of Miami Gardens by the task force, there will be an

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
MOU w/ U.S. Marshals Services**

increased law enforcement presence of up to 10 to 15 officers at any given time as a result of our participation. These operations will be coordinated by the U.S. Marshals Service with input from the participating agencies based on need and objective. The MGPD officer will be responsible for obtaining information on subjects wanted for violent felonies occurring in the CMG and attempting to apprehend them.

**Proposed Action:**

That the City Council authorize the City Manager to execute the Memorandum of Understanding with the U.S. Marshals Service for the purposes of participation in a joint task force.

**Attachment:**

Attachment A: Marshalls MOU



**MEMORANDUM OF UNDERSTANDING  
DISTRICT FUGITIVE TASK FORCE (DTF)  
South Florida Fugitive Apprehension Strike Team  
(S/FL – FAST)  
Florida Regional Fugitive Task Force (RFTF)**

This Memorandum of Understanding (MOU) is entered into by the Miami Gardens Police Department and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, “the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and fugitives.

**Terms and Conditions**

**1. Period of Performance:** This MOU will be automatically renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Assistant Chief Deputy or Task Force Coordinator. Participating agencies entering into this MOU are not committed to any period of performance other than the dates listed above. However, this MOU will remain in force for agencies requesting to remain on the RFTF or task force upon the cessation of the operation. The terms of this MOU will commence on or about March 5, 2009.

**2. Overtime Reimbursement:** Should funds be available, the USMS shall reimburse your organization for overtime hours. If overtime is compensated, the agency must submit within 30 days after receipt a fully executed MOU. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than \$15,572 per year.

Reimbursement of overtime shall be contingent upon the submission of a proper invoice on a quarterly basis within 30 days after the close of the quarter. The fiscal year quarterly billing periods are Oct-Dec, Jan-March, April-June, and July-September. ***Failure to submit a proper invoice within 30 days after the close of the quarter will preclude reimbursement for the overtime incurred within the quarter.*** A proper invoice identifies the agency name, address and MOU, as well as the names of the investigators who incurred overtime for the task force during the quarter. The invoice should reflect the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. ***All invoices for overtime from operation "Orange Crush" must be submitted within 30 days after the operation completion.***

The invoice should be submitted to the Task Force Chief, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment; and forward to USMS District Headquarters for processing. Documentation supporting the summary level quarterly invoice will be maintained by the Task Force Chief, and only the summary level quarterly invoice will be forwarded to USMS Headquarters.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Chief and the availability of overtime compensation. Agencies will receive a purchase order or financial MOU specifying the amount of overtime available and the dates for which the overtime is allotted. This **MUST** be received by the agency prior to incurring any overtime reimbursable by the United States Marshals Service.

Agencies within the District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District.

**3. Personnel and Supervision:** The DTF/RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force. Other law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the DTF/RFTF shall be the responsibility of the USMS Task Force Chief. Subject to the needs of the DTF/RFTF, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within the DTF/RFTF to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

**4. Task Force Advisory Committee:** A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the DTF/RFTF.

**5. Vehicles and Equipment:** Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. **Government vehicles** shall be used only for official purposes and solely for use in the performance of the task force duties. They shall not be used for transportation between residence and place of employment. All vehicles and equipment must be returned to the USMS upon termination of the task force or the departure of any task force personnel.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official DTF/RFTF business.

**6. Background Investigations and Special Deputation:** Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. **Special Deputations will be in effect only when the deputized task force officer is assigned to the task force and is performing task force duties.**

**7. Records, Reports, and Evidence:** Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DTF/RFTF shall be retained by the agency in the DTF/RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

**8. Referral and Assignment of Cases:** Each participating agency agrees to refer cases for investigation by the DTF/RFTF. Upon receipt of a written request, the DTF/RFTF may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DTF/RFTF.

**9. NCIC Entries:** Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

**10. Travel:** Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

**11. Informants:** Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

**12. Use of Firearms and Deadly Force:** All members of the DTF/RFTF shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

**13. News Media:** Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating Agencies.

**14. Release of Liability:** Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED TO THIS .....DAY OF ....., 2009

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Chief Matthew Boyd  
Miami Gardens Police Department

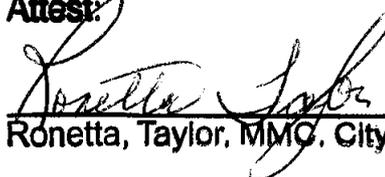
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Christina Pharo  
U.S. Marshal  
Southern District of Florida  
United States Marshals Service

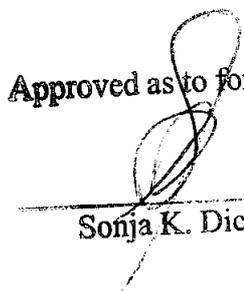
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Danny O. Crew  
City Manager, City of Miami Gardens

**Attest:**

  
Ronetta, Taylor, MMC, City Clerk

Approved as to form and legal sufficiency

  
Sonja K. Dickens, City Attorney