

RESOLUTION No. 2009-89-1034

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 IMMIGRATION AND CUSTOMS ENFORCEMENT, SAC MIAMI OFFICE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO ENTER INTO SIMILAR MEMORANDUMS OF UNDERSTANDING WHICH MAY BE REQUIRED WHEN THE POLICE DEPARTMENT PARTICIPATES IN OTHER TASK FORCES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on several occasions, the City's Police Department has worked with various other agencies in furtherance of criminal investigations, and

WHEREAS, each time the Police Department has worked with other agencies, the City Council has approved Memorandums of Understanding ("MOUs") for this purpose, and

WHEREAS, City's participation in these types of Joint Task Force with other state and federal agencies has increased, and

WHEREAS, it would appear appropriate for the City Manager to be authorized to execute these MOUs without the necessity of bringing each one back before the Council for approval, and

WHEREAS, in each of these instances, although the City pays its officers overtime, the money fronted by the City is reimbursed by the other participating agency, and

WHEREAS, it is being recommended that the City Council authorize the City Manager to execute these types of Agreement without bringing the same to Council, and

WHEREAS, the general form for these types of Agreements is outlined in the attached Memorandum of Understanding with the Immigration and Customs Enforcement, SAC Miami Office,

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.

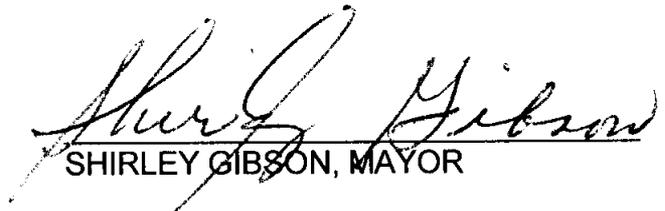
Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Clerk to execute and attest, respectively, that certain Memorandum of Understanding with the Immigration and Customs Enforcement, SAC Miami Office for the reimbursement of costs incurred by the City of Miami Gardens for the Police Department in providing resources for Joint Operations and Task Force, a copy of which is attached hereto as Exhibit A; and hereby authorizes the City Manager to enter into similar Memorandums of Understanding which may be required when the Police Department participates in other Task Forces.

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 Immigration and Customs

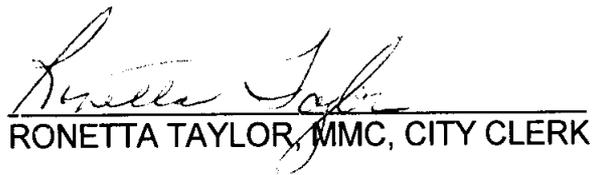
Enforcement, SAC Miami Office; and with one to be directed to the Office of City Attorney.

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

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)

SKD/teh  
8461675\_1.DOC



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

## City of Miami Gardens Agenda Cover Memo

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

**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 IMMIGRATION AND CUSTOMS ENFORCEMENT, SAC MIAMI OFFICE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO ENTER INTO SIMILAR MEMORANDUMS OF UNDERSTANDING WHICH MAY BE REQUIRED WHEN THE POLICE DEPARTMENT PARTICIPATES IN OTHER TASK FORCES; 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 engages in partnerships with other law enforcement agencies to reduce crime in our community. The Department has been approached by law enforcement organizations at the state, local and federal level to participate in task forces in furtherance of criminal investigations. As part of our Department's participation, these agencies will provide funding for overtime and at times equipment, in exchange for manpower from the Miami Gardens Police Department.

These task forces and investigations require the submission of Memorandums of Understanding (MOU), such as the attached MOU from the United States Immigration and Customs Enforcement, delineating the guidelines and terms of reimbursements, equipment donations and use of personnel. In the interest of timeliness and efficiency,

**ITEM K-7) CONSENT AGENDA  
RESOLUTION  
MOU w/ the Immigration and Customs Enforcement**

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

staff is requesting that the City Manager be given the authority to execute all future reimbursement based task force MOUs on behalf of the City and Department. This will streamline the process for the Department's participation in these operations and reduce the amount of staff time utilized to prepare items that are similar in nature.

**Proposed Action:**

That the City Council authorizes the City Manager to negotiate and execute Memorandums of Understanding for the purposes of participating in joint task forces with law enforcement agencies.

**Attachment:**

Attachment A: MOU- United States Immigration and Customs Enforcement (ICE)

**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 City of Miami Gardens Police Department (NCIC CODE #FL0130970) and Immigration and Customs Enforcement (ICE), SAC Miami Office for the purpose of the reimbursement of costs incurred by the City of Miami Gardens Police Department 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 City of Miami Gardens 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 City of Miami Gardens Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the City of Miami Gardens Police Department 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 City of Miami Gardens 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 City of Miami Gardens Police Department 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 City of Miami Gardens 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 City of Miami Gardens 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 City of Miami Gardens Police Department must submit to ICE SAC Miami 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 City of Miami Gardens Police Department 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 City of Miami Gardens Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Miami Office, at the following address: 11226 NW 20<sup>th</sup> Street, Miami, FL 33172, Attn. Didianna 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 City of Miami Gardens Police Department 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**

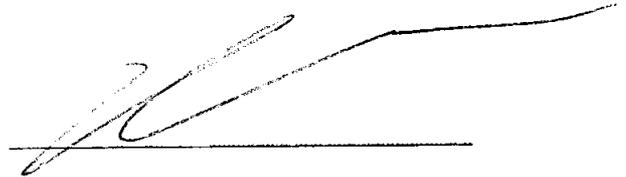
This is an internal government agreement between the ICE SAC Miami Office and the City of Miami Gardens Police Department, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**

\_\_\_\_\_

Anthony Mangione  
Special Agent in Charge  
ICE, SAC Miami Office

Date: \_\_\_\_\_



<Title>  
City Manger  
City Of Miami Gardens

Date: \_\_\_\_\_

**Attest:**

  
Ronetta, Taylor, MMC, City Clerk

Approved as to form and legal sufficiency

  
\_\_\_\_\_  
Sonja K. Dickens, City Attorney

### Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

SAC/MIAMI

REIM # \_\_\_\_\_

STATE OR LOCAL LAW ENFORCEMENT PERSONNEL  
ASSIGNED TO PARTICIPATE IN THE STATE AND  
LOCAL OVERTIME EXPENSE PROGRAM WITH  
US IMMIGRATION AND CUSTOMS ENFORCEMENT BUREAU

State or Local Agency: \_\_\_\_\_

OCDETF Case: Yes \_\_\_\_\_ No X

CDETF Investigation Number(s): FC/FLS/ \_\_\_\_\_

If Non-OCDETF, related ICE Case Number(s):  
XX06ZA03XX0007

The law enforcement personnel listed below are provided to assist with the above-identified investigation. Any modification of the list of law enforcement personnel must be agreed to in writing by all parties to this Agreement and made part of said Agreement.

POINT OF CONTACT: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME	TITLE/RANK	OVERTIME** HOURLY WAGE RATE	DOB	SSN	BADGE
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____	_____

(If additional personnel are to assist, photocopy this page and insert in the Agreement request.)

\*Sworn Officers ONLY – Rank of Sgt. and below.

\*\*STRAIGHT TIME AND HALF WITH NO BENEFITS INCLUDED. FIGURE RECORDED TO TWO  
DECIMAL POINTS (\$00.00)

IF OFFICERS AND/OR WAGE RATE CHANGE, DEPT. IS REQUIRED TO SUBMIT EITHER THIS DOCUMENT OR A LETTER REFLECTING THE NATURE AND EFFECTIVE DATE OF THE CHANGE. DOCUMENT MUST BE RETURNED TO THE ICE STATE & LOCAL OVERTIME COORDINATOR.