RESOLUTION NO. 2015-R-32

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, TO PROVIDE FOR THE NORTH MIAMI POLICE DEPARTMENT'S PARTICIPATION IN THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE ("OCDETF") PROGRAM; FURTHER AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami Police Department is desirous of entering into an Agreement to allow for North Miami Police Department's participation in the "Organized Crime Drug Enforcement Task Force" (OCDETF) program; and

WHEREAS, OCDETF was created to focus federal resources on reducing the flow of illicit drugs and drug proceeds by identifying and targeting major drug trafficking organizations and conducting expanded investigations against the related parts of the targeted organizations; and

WHEREAS, OCDETF's attack of these drug trafficking organizations will not only disrupt the drug market, resulting in a reduction in the drug supply, but will also bolster law enforcement efforts in the fight against those terrorist groups supported by the drug trade; and

WHEREAS, the Mayor and City Council believe that entering into an Agreement for this purpose will benefit the residents of the City and should be entered into to allow for the North Miami Police Department's participation in the OCDETF.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the Agreement for the City of North Miami Police Department's participation in the "Organized Crime Drug Enforcement Task Force" (OCDETF), attached hereto.

Section 2. **Authority of City Manager and Police Chief.** The City Manager and the Chief of Police are hereby authorized to execute the "Organized Crime Drug Enforcement Task Force" (OCDETF) agreement.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24th day of March, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Joseph

Seconded by: Steril

Vote:

Mayor Smith Joseph, D.O., Pharm.D.	X (Yes)	(No)
Vice Mayor Carol Keys, Esq.	X (Yes)	(No)
Councilman Scott Galvin	X (Yes)	(No)
Councilman Philippe Bien-Aime	X (Yes)	(No)
Councilwoman Marie Erlande Steril, MSW	X (Yes)	(No)

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY'2015 AGREEMENT

FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGICINITIATIVEPROGRAM

Federal Tax Identification #:

DC #: P-32-CFDA #: 16.111

Amount Requested: $25,000.00

Number of Officers Listed: 14

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

Federal Agency Investigation Number: 245D-MM-3488096

From: 01/6/2015
Beginning Date of Agreement

To: 09/30/2015
Ending Date of Agreement

State or Local Agency
Narcotics Supervisor: Sergeant James Mesidor

Telephone Number: (786)256-1579

E-mail Address: jmesidor@northmiamipolice.com

Fax # (if applicable): (305)891-8058

State or Local Agency Name and Address:

North Miami Police Department
700 NE 124 Street
North Miami, Fl. 33161

Sponsoring Federal Agency:
Federal Bureau of Investigation

OCDETF Operation Name: Operation Conch Salad

Sponsoring Federal Agency Group/Squad Supervisor: SA 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: Briana Belcher

Telephone Number *(with area code)*: (305)891-0294 Ext. 24116

E-mail Address: bbelcher@northmiamipolice.com

Fax # (if applicable): (305)893-2707

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: _____

Authorized State or Local Official *Title* *Date*

Approved By: _____

FBI Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____

Peter L. D'Souza, FBI 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*

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: North Miami Police Department

OCDETF Investigation / Strategic Initiative Number: FC/____

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.	Karel Rodriguez	Detective Sergeant	05/21/1979
2.	James Mesidor	Detective Sergeant	07/20/1971
3.	Raymond Maycock	Detective	12/01/1980
4.	Abraham Zuniga	Detective	10/20/1979
5.	Davi Oliveira	Detective	05/27/1973
6.	Carlos Miranda	Detective	09/07/1979
7.	William Raines	Detective	05/30/1968
8.	Rudolph Petithomme	Detective	07/27/1982
9.	Brian Becker	Officer	09/07/1982
10.	Javier Portales	Officer	02/15/1980
11.	Mcsai Jean-Baptiste	Officer	10/26/1983
12.	Jonathon Aledda	Officer	06/01/1986
13.	Orestes Torres	Officer	10/22/1987
14.	Emmanuel Mori	Officer	01/10/1988
15.			

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 matchAgreement cover sheet)

Name: City of North Miami		
Address: 776 NE 125th Street		
North Miami, Fl. 33161		
Taxpayer ID Number: 59000390		
Contact Person Name: Margaret Miller	Telephone Number: 305-893-6511	EXT: 12124

Name:	
Address:	
Taxpayer ID Number:	
Contact Person Name:	Telephone Number:

FINANCIAL INSTITUTION INFORMATION

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 063100277
Depositor Account Number: 004213082310
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/

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FLORIDA/CARIBBEAN REGION

FY=2015 AGREEMENT ESTIMATE

OCDETF / Strategic Initiative Number: FC/

State/Local Department Name:

Estimate the first three (3) **months** of overtime and authorized expenses (travel) for this Investigation or Strategic Initiative and enter that amount on the first page of the Agreement in the Amount Requested box. In order for the Financial Committee to review and process your agency=s Agreement, this form **must** be completed and attached to the Agreement.

	MONTH	ESTIMATED AMOUNT
1		**$ 5,000.00**
2		**$ 5,000.00**
3		**$ 5,000.00**
	TOTAL:	**$ 15,000.00**