

RESOLUTION NO. 10 - 1931

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Memorandum of Understanding For Voluntary Cooperation And Operational Assistance Between the Town of Surfside Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization.** The Town Commission hereby authorizes the execution of the Memorandum of Understanding For Voluntary Cooperation And Operation Assistance Between the Town of Surfside Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

PASSED and ADOPTED on this 13 day of April 2010.


Motion by Commissioner Kopelman, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin	<u>yes</u>
Commissioner Edward Kopelman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Joseph Graubart	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

  
\_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

**APPROVED AND TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney



U.S. Department of Justice

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

EXHIBIT A

Washington, DC 20226

www.atf.gov

**MEMORANDUM OF AGREEMENT**

**Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
And  
Miami Beach Police Department  
for  
Reimbursement of Overtime Salary Costs  
Associated with  
ATF TASK FORCE**

SAMPLE

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This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Miami Beach Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Miami Beach Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the requests(s) for reimbursable overtime expenses.

**I. DURATION OF THIS MEMORANDUM OF AGREEMENT**

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2013, subject to Section VII of the MOA.

**II. AUTHORITY**

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice Assets Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal year 2009, 2010, 2011, 2012 and 2013 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

### **III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the Miami Beach Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

### **IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

### **V. CONDITIONS AND PROCEDURES**

- A. The Miami Beach Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Miami Beach Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Miami Beach Police Department shall provide ATF, within 10 days of the signing of this MOA, with a contact name, title, telephone number and address. The Miami Beach Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under E.

- C. The Miami Beach Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, which is Attachment A. When completed, forward this form to the ATTN: Special Agent in Charge, Asset Forfeiture & Seized Property Branch, Bureau of Alcohol, Tobacco, Firearms and Explosives, Mail Stop 3N-600, 99 New York Ave, NE, Washington, DC 20226.
- D. The Miami Beach Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Miami Beach Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Miami Beach Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
  - (2) No waivers or extensions will be granted or honored. The Miami Beach Police Department will submit the request for reimbursement to ATF, ATTN: Ollie Mier, 11410 NW 20 Street, Suite 300, Doral, Florida 33172.
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Miami Beach Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Miami Beach Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. The ATF supervisor will forward all approved reimbursement requests to the Special Agent in Charge, Asset Forfeiture and Seized Property Branch, for payment.
- K. **This document does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30), will be provided through other documents.

**VI. PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Miami Beach Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

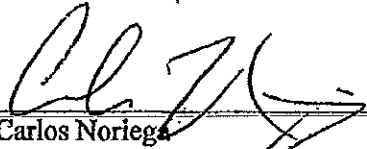
**VII. REVISIONS**

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar days written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

**VIII. NO PRIVATE RIGHT CREATED**

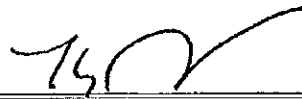
This is an internal government agreement between ATF and the Miami Beach Police Department and is not intended to confer any right or benefit to any private person or party.

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Carlos Noriega  
Chief  
Miami Beach Police Department

Date: 5/15/09



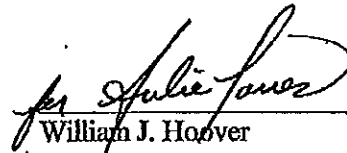
Hugo Barrera  
Special Agent in Charge  
Miami Field Division  
ATF

Date: 5/2/09



Melanie S. Stinnett  
Assistant Director  
Management/CFO  
ATF

Date: 04/20/2009



William J. Hoover  
Assistant Director  
Field Operations  
ATF

Date: 4/29/9