

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2069.10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A HIDTA TASK FORCE AGREEMENT BETWEEN THE TOWN AND THE DRUG ENFORCEMENT ADMINISTRATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a HIDTA Task Force Agreement between the Town and the Drug Enforcement Administration (DEA) of the U.S. Justice Department (the "Agreement"), attached to this Resolution as Exhibit "A"; and

WHEREAS, the Town Council believes that it is in the Town's best interest to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," and the Mayor is authorized to execute the Agreement on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Town Administration.

The Motion to adopt the foregoing resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Rojas, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Amy Rojas	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of January, 2010.

ATTEST:



MAYOR GLENN SINGER


ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 26th day of January, 2010, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Town of Golden Beach Police Department (hereinafter "GBPD").

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Miami, Florida area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Florida, the parties hereto agree to the following:

1. The High Intensity Drug Task Force Area (HIDTA) Group 41 Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Miami, Florida area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Florida.
2. To accomplish the objectives of the DEA, the GBPD agrees to detail one (1) experienced officer(s) to the HIDTA Group 41 Task Force for a period of not less than two years. During this period of assignment, the GBPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The GBPD officer assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The GBPD officer assigned to the task force shall be deputized as a task force officer of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Group 41 Task Force, DEA will assign eleven (11) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GBPD officer assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the HIDTA Group 41 Task Force, the GBPD will remain responsible for establishing the salaries and benefits, including overtime, of the GBPD officer assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the GBPD for overtime payments made by it to the GBPD officer assigned to the HIDTA Group 41 Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$16,328.75, per officer.
7. In no event will the GBPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The GBPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The GBPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GBPD shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The GBPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R., Part 42, Subparts C, F, G, H and I.
11. The GBPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The GBPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.
12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the GBPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project. The GBPD understands and agrees that HIDTA will provide the HIDTA Group 41 Task Force Officer with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal.

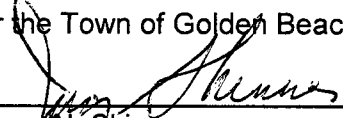
HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicle (OGV'S) - HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the GBPD personnel, in addition to whatever accident reporting requirements the GBPD may have.

14. While on duty and acting on task force business, the GBPD officer assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV' S for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act, 28 U.S.C. 2401 (b) 2671-2680.

15. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2012. This agreement may be terminated by either party on 30 days advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by GBPD during the term of this agreement.

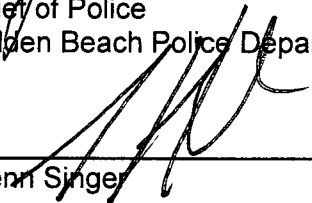
Mark Trouville
Special Agent in Charge
Miami Field Division

Date

For the Town of Golden Beach


James N. Skinner
Chief of Police
Golden Beach Police Department

2-25-10
Date



Glenn Singer
Mayor
Town of Golden Beach

1-26-10
Date