

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	0				
Operating Costs	\$987,344				
External Revenues	(\$987,344)				
Program Income (County)					
In-Kind Match (County)	0				
 Net Fiscal Impact	 0				
 # Additional FTE Positions (Cumulative)	 0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund _____ Agency _____ Org _____ Object _____

Reporting Category _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The Miami Regional Drug Enforcement Strike Force is funded through the Florida Department of Law Enforcement. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Miami Regional Drug Enforcement Strike Force	<u>\$987,344</u>
Total Program Budget	\$987,344

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 _____ OFMB	 _____ Contract Administration
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Handwritten notes: 8/31/11, 9/1/11, 9/12/11, 8/25/11, 9/16/11

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

11- 1054

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

BGRV 160 083111-593
BGEX 160 083111-2064

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Miami Regional Drug Enforcement Strike Force 160-2208-3429	State Grant - Other Public Safety	0	0	987,344		987,344		
TOTAL REVENUES		4,760,729	\$11,416,903	\$987,344	\$0	\$12,404,247		
Expenditures								
Miami Regional Drug Enforcement Strike Force 160-2208-9498	Transfer to Sheriff's Grant Fund	0	0	987,344		987,344		
TOTAL EXPENDITURES		4,760,729	\$11,416,903	\$987,344	\$0	\$12,404,247		

Attachment #

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

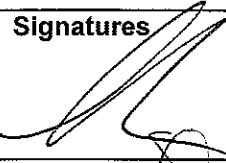
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of September 13, 2011

Deputy Clerk to the
Board of County Commissioners



8/31/11



SW
8/31/11

**MEMORANDUM OF UNDERSTANDING
AND REIMBURSEMENT AGREEMENT**

This Memorandum of Understanding is entered into by and between the Florida Department of Law Enforcement (FDLE) and the Palm Beach County Sheriff's Office acting as fiscal agent for the Miami Regional Drug Enforcement Strike Force, in furtherance of their respective duties under law.

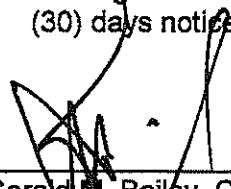
The following supports the need for this Memorandum of Understanding:

- The 2011 Florida Legislature passed CS/CS/HB 7095 during its regular session in recognition of the public health emergency presented by prescription drug abuse and overdoses and the propensity of some practitioners to dispense unjustifiable amounts of controlled substances to addicts and persons engaged in the illicit sale of prescription controlled substances. The act was signed into law on June 3, 2011 as Chapter 2011-141, Laws of Florida.
- Section 28 of Ch. 2011-141 directs FDLE to coordinate the efforts of local law enforcement agencies and further directs the FDLE or local law enforcement to quarantine and to ensure the security of inventory of specified controlled substances maintained by dispensing practitioners identified as posing the greatest threat to public health.
- Ch. 2011-141 allocated \$3 million of Fiscal Year 2010-2011 revenue to FDLE for the purpose of reimbursement for overtime costs associated with implementing the quarantine and for activities related to investigation and prosecution of crimes related to prescribed controlled substances.
- Regional Drug Enforcement Strike Forces have been established in all seven regions of Florida to coordinate the identification, investigation, prosecution and dismantling of "pill mill" operations at the local level. The \$3 million in funds is to be allocated to those Strike Forces.

To implement the intent of Chapter 2011-141, Section 28, the Parties agree as follows:

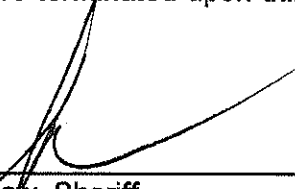
1. FDLE intends to disburse \$987,344 allocated pursuant to Chapter 2011-141, to Palm Beach County Sheriff's Office upon confirmation that it is ready to act in the capacity as fiduciary and fiscal agent for the Miami Regional Drug Enforcement Strike Force (RDESF) on or before June 30, 2011. If, for any reason the distribution occurs after June 30, 2011, it remains subject to all the conditions of this Memorandum of Understanding. In signing this Memorandum Palm Beach County Sheriff's Office represents it agrees to function as the RDESF fiscal agent as required and anticipated by this agreement.
2. The Palm Beach County Sheriff's Office shall accept the funds on behalf of the participating RDESF local law enforcement and prosecuting agencies for the purpose of distributing the funds among the participating RDESF law enforcement agencies. All distributions may only be for reimbursement of quarantine overtime costs or for costs related to the investigation and prosecution of crimes related to prescribed controlled substances incurred on or after the effective date of this agreement. As reflected in Ch. 2011-141, the first priority in the use of the funds is to cover quarantine overtime costs.

3. The amounts of the individual distributions (whether quarantine overtime or investigative/prosecution reimbursements or advancements) to participating RDESf law enforcement agencies shall be approved in advance by the RDESf co-chairs or their designee in consultation with the FDLE Regional Special Agent In-Charge for the region in which the Strike Force is sited.
4. Where funds are disbursed by Palm Beach County Sheriff's Office as an advance toward anticipated investigative or prosecution costs, each recipient is limited to \$10,000 per such disbursement.
5. The Palm Beach County Sheriff's Office in its capacity as the Regional-Task Force fiscal agent agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles and in accordance with audit and expenditure guidelines or requirements established by FDLE. These records shall be available at all reasonable times for inspection, review, or audit by personnel of, or duly authorized by, FDLE.
6. If requested by FDLE, the Palm Beach County Sheriff's Office will provide reports accounting for the distributions of funds to the RDESf agencies provided by reason of this agreement, including any interest earned thereon if such is earned. The format and frequency of any such report will be as required by FDLE.
7. The Palm Beach County Sheriff's Office agrees that the Commissioner of FDLE or his designee in consultation with RDESf Co-Chairs may direct that all or any portion of funds allocated to Palm Beach County Sheriff's Office be reallocated to another RDESf if the Commissioner has determined that the state's overall investigative and prosecution interests will be better served by the reallocation. Upon request, the Palm Beach County Sheriff's Office will promptly transfer any such unexpended funds as directed.
8. This Memorandum of Understanding represents the entire agreement between the parties. Any alteration or amendment of the provisions of this agreement must be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.
9. This agreement shall become effective upon signature, and may be terminated upon thirty (30) days notice by mutual agreement of the parties.



 Gerald M. Bailey, Commissioner
 Florida Department of Law Enforcement

Date 6/23/11



 Ric L. Bradshaw, Sheriff
 Palm Beach County Sheriff's Office

Date 6/14/11