

LEGISLATIVE #

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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 Alachua County Sheriff's Office acting as fiscal agent for the Jacksonville 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 \$222,189 allocated pursuant to Chapter 2011-141, to Alachua County Sheriff's Office upon confirmation that it is ready to act in the capacity as fiduciary and fiscal agent for the Jacksonville 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 Alachua County Sheriff's Office represents it agrees to function as the RDESf fiscal agent as required and anticipated by this agreement.
2. The Alachua 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 Alachua 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 Alachua 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 Alachua 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 Alachua 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 Alachua 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 Alachua 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



Sadie Darnell, Sheriff
Alachua County Sheriff's Office

6/15/11

Date

Approved as to Form and Legality?
C.M. Weygant