Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(4)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of a Memorandum of Agreement with the Florida Department of Corrections to Participate in the Victim Notification Service Network for the Provision of Automated Offender Information and Notification Services to Victims of Crime

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Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Memorandum of Agreement with the Florida Department of Corrections for the Miami-Dade Corrections and Rehabilitation Department (MDCR) to participate in the Victim Notification Service Network. This automated program notifies crime victims of information regarding an inmate's escape, release, or death.

Scope

The agreement with the Florida Department of Corrections is countywide in nature and has impact on all Commission Districts.

Fiscal Impact/Funding Source

Through annual appropriation by the Florida Legislature, the Florida Department of Corrections will assume responsibility for paying license and annual maintenance fees to the provider, Appriss, Inc. Should the Legislature cease funding, the MDCR will be required to request funding through the annual resource allocation process to meet this statutory requirement.

Track Record/Monitor

This contract will be monitored by Jackie Berry, Executive Assistant to the Director.

Background

The statewide automated victim notification and information service is intended to streamline and enhance the victim notification process throughout the State of Florida. The service links, on a statewide basis, contain data on offenders within the custody of the Department of Corrections, the Department of Juvenile Justice and local Sheriffs/County Jails. The information is accessed by victims and the general public to provide the current status on offenders and provides notification to registered individuals if an offender's status changes (escape, release, or death). The service is accessible through the telephone with a confidential Personal Identification Number (PIN). The service integrates offender data and victim information maintained by the participating entities to the vendor-provided call center, through computers and telephone lines. Crime victims and other members of the general public use a toll-free telephone number to register with a PIN in order to receive notification of an offender status change and other state specific statutory notification and service referral requirements.

In 1996, the Miami-Dade State Attorney's office (SAO) entered into a contract with Appriss, Inc. for the provision of a victim information and notification system, in compliance with requirements of Florida Statute 944.605, Inmate Release; Notification. Appriss provided the Victim Information and Notification Everyday (VINE) program. The monthly payments to Appriss were made by the SAO from 1996 through July, 2002. In May 2002, Appriss notified the MDCR that the SAO would no longer pay the monthly VINE fee associated with custody related information and notification services; the costs would have to be assumed by the MDCR. The MDCR began direct payments to Appriss in 2002, at a cost of $6,000 per month ($72,000 annually), and continued until August, 2007 at which time the MDCR completed an interface project that allowed participation with the Florida Department of Corrections system.

For

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(4)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(4)
9-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS TO PARTICIPATE IN THE VICTIM NOTIFICATION SERVICE NETWORK FOR THE PROVISION OF AUTOMATED OFFENDER INFORMATION AND NOTIFICATION SERVICES TO ALL VICTIMS OF CRIME; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying agreement, a copy of which is incorporated herein by reference; and

WHEREAS, Victim Notification Services enables victims of violence to be automatically notified when an offender is released, escapes, or dies; and

WHEREAS, the Florida Legislature, in the 2007 Legislative Session required the Florida Department of Corrections to continue the statewide victim notification and information service and provide automated offender information and notification to victims of crime; and

WHEREAS, the Florida Department of Corrections entered into a contract with APPRISS, INC effective October 1, 2007, authorized in accordance with Section 287.057(5)(c), Florida Statutes, to develop, implement and support a statewide victim notification and information service; and

WHEREAS, the Miami-Dade Corrections and Rehabilitation Department is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Memorandum of Agreement with the Florida Department of Corrections, in substantially the form attached hereto and made part hereof, and authorizing the Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of September, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RAD

Robert A. Duvall

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MEMORANDUM OF AGREEMENT
VICTIM NOTIFICATION SERVICE NETWORK
BY AND BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
MIAMI-DADE COUNTY CORRECTIONS AND REHABILITATION

PARTIES TO THIS MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between the Miami-Dade County Corrections and Rehabilitation (hereinafter referred to as "Participating Entity") and the Florida Department of Corrections ("Department), which are parties hereto.

WITNESSETH

WHEREAS, the Florida Legislature, in the 2007 Legislative Session required the Department to continue the statewide victim notification and information service in an effort to provide automated offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS, the Department entered into Contract #C2427 with APPRISS, INC. ("Service Provider") effective October 1, 2007 pursuant to Single Source #SS-06-DC-042 authorized in accordance with Section 287.057(5)(c), Florida Statutes, to develop, implement and support a statewide victim notification and information service (hereinafter referred to as the "Service"). This service is available to victims of crime and the general public, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year;

WHEREAS, the Participating Entity is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service; and

WHEREAS, this Memorandum of Agreement is entered into to establish the respective roles and responsibilities of Participating Entity with the Department in the Service.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

I. TERM OF AGREEMENT

This Memorandum of Agreement shall begin on the date of last signature by the parties and shall be co-terminus with the October 1, 2007 Contract, #C2427, between the Department and the Service Provider unless terminated earlier under the provisions of this Memorandum of Agreement.

II. EFFECT OF OTHER AGREEMENTS

Contract #C2427 is incorporated herein as if fully stated and all terms and conditions thereof where applicable, shall apply to this Memorandum of Agreement.

III. LICENSE FEES

A. Pursuant to the authority granted to the Department in Contract #C2427, the Service Provider shall grant a non-exclusive, non-transferable license to the Department which will grant permission to Participating Entity to use VINEWATCH software for the duration of this Agreement. The Participating Entity's participation shall be governed by the terms of Contract #C2427.

B. The Participating Entity understands and agrees that license fees payable to the Service Provider for services rendered to the Department and Participating Entity are under Contract #C2427. The fees consist of start-up costs, if applicable, for a Participating Entity, and annual maintenance fees. The fees will be paid by the Department from the effective date of this Memorandum of Agreement through the date of expiration of the term of this Memorandum of Agreement as described in Section I herein, or as specified in Section III., C.

C. The Department reserves the right to request payment of maintenance fees from the Participating Entity should the Department not receive annual appropriation by the Legislature. As consideration for their continued participation in the Service, the Participating Entity would be responsible for the maintenance fee, or may choose to discontinue the service.

IV. OBLIGATIONS OF PARTICIPATING ENTITY

A. The Participating Entity shall coordinate with the Service Provider in development, installation, connection, if applicable, and continued support, of the system data interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation and maintenance, and programming to create data extract files.

B. The Participating Entity shall be responsible for any additional charges incurred from either internal MIS staff or third party vendors for programming necessary to create extract files from existing automated systems.

C. If the Participating Entity installs a new, or changes an existing, booking system after the initial interface has been implemented, if applicable, additional programming charges may apply for work required by the Service Provider to program and test the new interface and will be the responsibility of the Participating Entity. These charges are in addition to any charges that may be applied by the Participating Entity's MIS staff or third party vendor responsible for the new booking system.

D. The Service Provider will install a computer or provide another form of connectivity (hereinafter referred to as "VINE Gateway") at the Participating Entity where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center.

1) The VINE Gateway should not be used for any other purposes by the site's staff. Other usage of the computer by staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the Participating Entity will be responsible for any anomaly in the data or the interruption in the Service.

2) Any damage to a VINE Gateway resulting from Participating Entity usage for purposes other

than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of agency staff misuse will be the responsibility of the Participating Entity.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-5330 (facsimile)
staney.bob@mail.dc.state.fl.us

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Memorandum of Agreement.

FOR THE DEPARTMENT
John Kerski, Chief
Bureau of Community Relations
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 922-3868 (telephone)
(850) 487-7092 (facsimile)
kerski.john@mail.dc.state.fl.us

FOR THE PARTICIPATING ENTITY
Timothy Ryan
Director
Miami-Dade County Corrections and Rehabilitation
2525 NW 62nd Street
Miami, Florida 33147
(786) 263-6000 (telephone)
(786) 263-6010 (facsimile)

VI. REVIEW AND MODIFICATION

A. Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

B. Modifications to the provisions of this Agreement, with the exception of Section V, Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SIGNED BY: _____

NAME: Robert A. Duvall

TITLE: **Miami-Dade County Attorney**

SIGNED BY: _____

NAME: Carlos Alvarez

TITLE: **County Mayor**

ATTEST: _____
Clerk of Board

DATE: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Richard D. Davison

TITLE: **Deputy Secretary**

DATE: _____

Approved as to form and legality, subject to execution

SIGNED BY: _____

NAME: Kathleen Von Hoene

TITLE: **General Counsel**
Department of Corrections

DATE: 6-2-08