

MEMORANDUM

Agenda Item No. 8(B)(1)

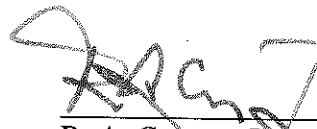
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 5, 2013

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

SUBJECT: Resolution authorizing the
County Mayor to execute the
Memorandum of Agreement
between the Florida Department
of Corrections and Miami-Dade
County for the Victim
Notification Service Network

The accompanying resolution was prepared by the Miami-Dade Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

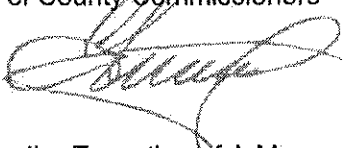
RAC/smm

Memorandum



Date: February 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Execution of A Memorandum of Agreement Between The Florida Department of Corrections and Miami-Dade County

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution approving and authorizing the execution of the Memorandum of Agreement between the Florida Department of Corrections and Miami-Dade Corrections and Rehabilitation Department for the statewide victim notification and information service.

SCOPE

The impact of this Memorandum of Agreement is countywide.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to Miami-Dade County is minimal as associated costs with the agreement are paid by the Florida Department of Corrections and any ancillary support will be accomplished with in-house staff.

TRACK RECORD/MONITOR

The responsibility of victim notification is managed by Commander Frank Brophy of the Information Services Bureau, Miami-Dade Corrections and Rehabilitation Department.

BACKGROUND

Since 1999, the Florida Department of Corrections has offered a toll-free automated inmate information and notification service. In 2001 the Florida Legislature authorized funding to expand state's Victim Information Network Everyday service to all of Florida's County jails. The Victim Information and Notification Everyday service is a 24 hours a day, seven days a week, online resource that provides search capability for in-custody inmates of the Florida Department of Corrections and any of the participating Florida County jails. This free, anonymous and confidential service offers Floridians the ability to register and be notified, by telephone, e-mail or TTY, about changes in the custody status of inmates within Florida's participating County jails and the Florida Department of Corrections. Information provided includes an inmate's current location, release date, when placed in a work release facility, transferred to another jurisdiction, or dies in custody.

Miami-Dade Corrections and Rehabilitation Department has been a participating agency of the Victim Information Network Everyday service for many years. For continued participation the attached Memorandum of Agreement must be executed between the Florida Department of Corrections and the Miami-Dade County to provide the Miami-Dade Corrections and Rehabilitation access to the information network.


Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 5, 2013

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

SUBJECT: Agenda Item No. 8(B)(1)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)
2-5-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND MIAMI-DADE COUNTY FOR THE VICTIM NOTIFICATION SERVICE NETWORK

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Memorandum of Agreement between Miami-Dade County and the Florida Department of Corrections in substantially the form attached and hereto and made a part hereof.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the Agreement, after review and approval by the County Attorney's Office, and to exercise any cancellation, termination, and/or funding provisions 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:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2013. 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.



Ben Simon

**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 2012 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 #C2753 with APPRISS, INC. ("Service Provider") effective October 1, 2012 pursuant to Single Source #SS-11-DC-022 authorized in accordance with Section 287.057(3)(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, 2012 Contract, #C2753, between the Department and the Service Provider unless terminated earlier under the provisions of this Memorandum of Agreement.

II. EFFECT OF OTHER AGREEMENTS

Contract #C2753 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 #C2753, the Contractor 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 #C2753.
- 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 #C2753. 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:

Chief, Bureau of Procurement and Supply
 Department of Corrections
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 (850) 717-3700 (telephone)
 (850) 488-7189 (facsimile)

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

Gilbert Barnes, Correctional Program Administrator
 Bureau of Community Programs/Victim Services
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 (850) 717-3123 (telephone #)
 (850) 487-3476 (fax #)
barnes.gilbert@mail.dc.state.fl.us(e-mail)

FOR THE PARTICIPATING ENTITY

Timothy Ryan, Director
 Miami-Dade County Corrections and Rehabilitation
 2525 NW 62nd Street
 Miami, Florida 33147
 (786) 263-6010 (telephone)
 (786) 263-6135 (facsimile)
timryan@miamidade.gov(e-mail)

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 COUNTY

SIGNED
BY: _____

NAME: Carlos Gimenez

TITLE: Mayor, Miami-Dade County

DATE: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Kenneth S. Tucker

NAME: Jennifer A. Parker

TITLE: Secretary
Department of Corrections

TITLE: General Counsel
Department of Corrections

DATE: _____

DATE: _____