

MEMORANDUM

Agenda Item No. 8(I)(2)


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

DATE: May 7, 2013

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

SUBJECT: Resolution authorizing Execution
of an Accreditation Agreement
between the Commission for
Florida Law Enforcement
Accreditation, Inc., and Miami-
Dade County through the Miami-
Dade Police Department in the
amount of \$2,400.00

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

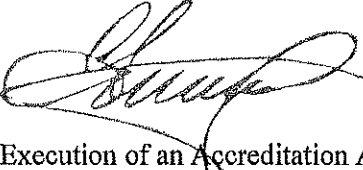
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Memorandum



DATE: May 7, 2013

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

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of an Accreditation Agreement Between the Commission for Florida Law Enforcement Accreditation, Inc., and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's Designee to execute an agreement between the Commission for Florida Law Enforcement Accreditation, Inc., and Miami-Dade County through the Miami-Dade Police Department.

This agreement establishes the relationship between, and sets the responsibilities of, the parties to this Agreement. The Commission for Florida Law Enforcement Accreditation, Inc. will assess the Miami-Dade Police Department's compliance with established standards to determine if the Miami-Dade Police Department is eligible for accredited status. This agreement will provide payment to the Commission for Florida Law Enforcement Accreditation, Inc., in accordance with their established fee schedule (included in the Agreement).

Scope

The scope of this agreement is specific to the Miami-Dade Police Department.

Fiscal Impact/Funding Source

There is an annual fee of \$2,400.00 payable to the Commission for Florida Law Enforcement Accreditation, Inc..

Track Record/Monitor

The entity involved is the Miami-Dade Police Department's Professional Compliance Bureau. Glenn Stolzenberg, Major, Professional Compliance Bureau, will track and monitor the agreement.

Background

A law enforcement accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. The Miami-Dade Police Department is applying for accredited status through the Commission for Florida Law Enforcement Accreditation, Inc.

The Miami-Dade Police Department is accredited by two agencies, the Commission on Accreditation for Law Enforcement Agencies (CALEA), Inc., on the national level, and the Commission for Florida Law Enforcement Accreditation, Inc., on a statewide level. The department's focus on accreditation documents its commitment to the highest level of public safety and service.


Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: May 7, 2013

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

SUBJECT: Agenda Item No. 8(I)(2)

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(I)(2)

5-7-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN ACCREDITATION AGREEMENT BETWEEN THE COMMISSION FOR FLORIDA LAW ENFORCEMENT ACCREDITATION, INC., AND MIAMI-DADE COUNTY THROUGH THE MIAMI-DADE POLICE DEPARTMENT IN THE AMOUNT OF \$2,400.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN

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

WHEREAS, the Miami-Dade Police Department is seeking accreditation by an independent reviewing authority through the Commission for Florida Law Enforcement Accreditation, Inc., and

WHEREAS, this accreditation process requires a signed agreement between the Miami-Dade Police Department and the Commission for Florida Law Enforcement Accreditation, Inc.,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of an agreement between the Commission for Florida Law Enforcement Accreditation, Inc., and Miami-Dade County, through the Miami-Dade Police Department in the amount of \$2,400.00, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute agreements for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals, and extensions of same, to exercise the cancellation

provisions contained in the agreement, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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 7th day of May, 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



COMMISSION FOR FLORIDA LAW ENFORCEMENT ACCREDITATION LAW ENFORCEMENT AGREEMENT

This Accreditation Agreement is entered into between Miami-Dade County, by and through its department, the Miami-Dade Police Department, with principal offices at 9105 N.W. 25 Street, Doral, FL 33172, hereafter referred to as the "Applicant," and the Commission for Florida Law Enforcement Accreditation, Inc., a Florida not-for-profit corporation, at P.O. Box 1489, Tallahassee, Florida, 32302, hereafter referred to as the "CFA."

The Applicant and the CFA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid the CFA by the Applicant hereinafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT

- 1.1. The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant's compliance with the standards established by the CFA in order for the CFA to determine if the Applicant is eligible for accredited status; and, (b) by maintaining compliance with those standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Reaccreditation, the purpose of this Agreement is to maintain the relationships between, and set the continued responsibilities of the parties to this Agreement by the CFA's assessing the Applicant's continuing compliance with applicable standards established by the CFA.
- 1.3. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information, using its best and honest judgment in good faith, requested by the CFA.
- 2.2. Provide all documents, files, records, and other data as required by the CFA unless prohibited by law.
- 2.3. Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the CFA.
- 2.4. Provide one or more persons to assist the CFA's representatives, hereafter referred to as the "Assessors," in making the necessary inquiries and assessments of agency information relative to compliance with the standards, provide access to files and records, and provide necessary facilities that are requested by the Assessors.
- 2.5. In order to be considered for accreditation or reaccreditation, the Applicant must send an agency representative to appear for review before the CFA at the next general meeting following the Applicant's onsite assessment. If an agency representative cannot attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting. If a continuance is granted by the Commission, the Applicant shall appear at the next scheduled meeting. At that meeting:
 - If the Applicant is seeking initial accreditation, the effective date of accreditation (if awarded) will be the date the Applicant's representative appears before the CFA at a scheduled general meeting.
 - If the Applicant is seeking reaccreditation, the effective date of reaccreditation (if awarded) will be the date of the next general meeting following the Applicant's onsite assessment.

Any questions regarding this procedure should be brought to the attention of the Applicant's program manager as soon as practicable.

- 2.6. An applicant agency seeking accreditation by comparative compliance must notify the CFA if the applicant is accredited with conditions or if there are any changes to the applicant's status with regards to the comparative compliance program. The comparative compliance accreditation/reaccreditation program will be administered according to the Comparative Program Policy.

3. CFA'S RESPONSIBILITIES

The CFA agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation process.
- 3.2. Develop and maintain specific requirements and prescribed standards for accreditation. The applicable standards are posted on the CFA website www.flacreditation.org.
- 3.3. Provide Assessors for the purpose of conducting formal assessments as to the Applicant's compliance with standards.
- 3.4. Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, or (b) the results of the formal assessment.
- 3.5. Assess all compliance data against the standards and certify the Applicant as accredited if the relevant standards are met and compliance is accepted by the CFA.
- 3.6. If the Applicant is accredited, provide a framed certificate.
- 3.7. Following an examination of compliance with the applicable standards, if the Applicant is not accredited by the CFA, the Applicant will be notified with the reasons for such determination in writing within 30 days.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Chief Executive Officer or authorized representative and the CFA's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate :
 - 4.2.1. If the Applicant fails to achieve accreditation within 24 months of signing this agreement; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or
 - 4.2.4. Upon notification pursuant to Section 12, that the Applicant cannot maintain compliance with standards set forth by the CFA; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited status.
- 4.3. The Applicant may submit a written request to the CFA to extend the time requirements of this Agreement in order to comply with the relevant standards for accreditation. The CFA, in its discretion, may grant an extension in accordance with the Agreement Extension Policy.

5. MODIFICATIONS

- 5.1. Applicant shall not make any modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges that it may be necessary for the CFA to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the accreditation standards and procedures related thereto and hereby agrees to endorse and agree to all such modifications and amendments. Applicant shall be notified of such modifications

and/or amendments in writing. In the event the Applicant refuses to comply with any modifications or amendments, the CFA reserves the right to terminate this Agreement by giving notice to Applicant by registered or certified mail, return receipt requested, within twenty (20) days, of such refusal.

6. TIME AND MANNER OF PAYMENT

6.1. Payment of fees for agencies pursuing initial full compliance accreditation shall be based upon the fee structure below and must be paid prior to the formal assessment. The fee structure is based on the number of authorized, sworn law enforcement positions within the agency at the time this Agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$450.00
25-99	900.00
100-299	1,800.00
300-499	3,000.00
500+	3,900.00

6.2. The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.

6.3. Applicants pursuing comparative compliance accreditation, (for example those applicants currently accredited as Advanced Law Enforcement with the Commission on Accreditation for Law Enforcement Agencies (CALEA)) shall be required to pay a fee to the CFA in accordance with the fee structure below. This fee structure is based on the number of authorized, sworn law enforcement positions at the time within the Applicant agency this agreement is executed:

<u>NUMBER</u>	<u>FEE</u>
1-9	Donation
10-24	\$300.00
25-99	600.00
100-299	1,200.00
300-499	1,800.00
500+	2,400.00

- 6.4. The Applicant agrees to use the CFA approved accreditation tracking software. Access will be granted by the Commission with the understanding that the Applicant shall pay an annual user's fee of \$300.
- 6.5. The Applicant agrees that any and all fees submitted will be forfeited if the Applicant does not become accredited within two (2) years or withdraws from the process before the completion unless an extension is granted pursuant to Section 4.3 above.
- 6.6. After the initial accreditation is awarded, the Applicant will be billed annually for one-third of their reaccreditation fees. The reaccreditation fee, which is not refundable, shall be based upon the fee structure in Section 6.1 for full compliance agencies and Section 6.3 for comparative compliance agencies. The annual payment does not include formal assessment costs, which will be paid in accordance with Section 6.2 of this Agreement.

7. THE CFA AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, the CFA is acting as an independent contractor, and neither the CFA nor any officer, employee, or agent of the CFA will be deemed an employee of the Applicant. The selection and designation of the personnel of the CFA as it relates to performance of its responsibilities under this Agreement shall be made by the CFA.

8. WARRANTY NOT INTENDED OR IMPLIED

- 8.1. It is understood that the CFA's award of accreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable standards of accreditation and further, that it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.
- 8.2. The CFA makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to aspect of the standards contained herein.

9. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. The terms and conditions of this Agreement shall be binding on the Applicant for the entire accreditation period.

11. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

12. MAINTAINING THE APPLICANT'S ACCREDITED STATUS

- 12.1. Upon an award by the CFA of accreditation or reaccreditation, the Applicant agrees to remain in compliance with the Standards Edition under which accreditation or reaccreditation was awarded. New or amended standards are effective upon approval by the CFA; however, accredited agencies have one year to achieve compliance with new or revised standards. The Applicant must demonstrate compliance with new and amended standards at its next formal assessment following the approval date of such standards.
- 12.2. After an award of accreditation, the Applicant is required to
 - 12.2.1 file a brief annual report that certifies continuing standards compliance on a form provided by the CFA and
 - 12.2.2 promptly notify the CFA if circumstances exist that threaten noncompliance with standards under which the Agency was accredited.
- 12.3. If the CFA determines that reasonable grounds exist to believe an agency is not in compliance with the standards under which accreditation was awarded, the CFA may require an immediate assessment at any time during the Applicant's accreditation period at the expense of the Applicant. If the assessment demonstrates that the Applicant is not in compliance with the standards under which it was accredited, the CFA may take action regarding the Agency's accredited status as the CFA deems appropriate, up to and including revocation of accreditation.

13. WAIVER

Any waiver by the CFA of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE

Any notice between the parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

16. CONSENT TO BE BOUND

- 16.1. The Applicant's Chief Executive Officer or designee has read and agrees to be bound by the Standards set forth by the CFA.
- 16.2. All disputes arising under this Accreditation Agreement of the enforcement, execution, or any other actions, relative to this Accreditation Agreement or any other agreement, standard, rule, or regulation, pertaining to the accreditation process and the maintenance of accreditation thereafter, will be arbitrated in Tallahassee, Leon County, Florida, pursuant to the Commercial Arbitration Rules of the American Arbitration Association.
- 16.3. The person signing on behalf of the Applicant hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of this Section 16.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on this ____ day of _____, _____.

Signature of Chief Executive Officer

Signature of other civil authority (if required)

Carlos A. Gimenez
Printed Name

Printed Name

Mayor
Title of Chief Executive Officer

Title of other civil authority

Signature of Police Director

J.D. Patterson
Printed Name

Director
Title of Chief Executive Officer

IN WITNESS WHEREOF, the CFA has caused this Agreement to be executed by its Executive Director, Lori Mizell, on this ____ day of _____, _____.

Signature of Lori Mizell
Executive Director
Commission for Florida Law Enforcement Accreditation, Inc.