

MEMORANDUM

Agenda Item No. 8(I)(1)


TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a law enforcement agreement between the Commission for Florida Law Enforcement Accreditation, Inc., and Miami-Dade County, by and through the Miami-Dade Police Department, in the amount of \$6,800.00; authorizing the County Mayor to execute the law enforcement agreement and any amendments, modifications, and cancellation provisions and termination clauses contained therein; and authorizing the County Mayor to pay accreditation and software maintenance fees for a period of 5 years

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


Abigail Price-Williams
County Attorney

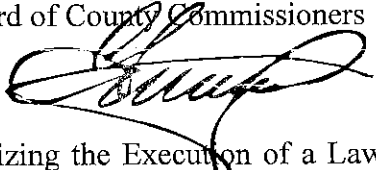
APW/uw

Memorandum



Date: December 17, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing the Execution of a Law Enforcement 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 the County Mayor's designee to execute an agreement in the total amount of \$6,800.00, between the Commission for Florida Law Enforcement Accreditation, Inc., (CFA) and Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD), and to exercise any amendment, modification and termination provision contained therein.

Scope

The scope of this agreement is specific to the MDPD and has countywide impact.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to enter into and execute this agreement with the CFA. The County Mayor or the County Mayor's designee is also authorized to exercise any amendment, modification and termination clauses contained therein.

Fiscal Impact/Funding Source

An initial accreditation fee of \$2,400, an annual reaccreditation fee of \$800.00 (a third of the initial \$2,400.00 accreditation fee), and an annual software fee of \$300.00 payable to the CFA shall be paid from the MDPD's General Fund Budget.

Track Record/Monitor

This agreement will be monitored by Major Eric Garcia, of MDPD's Professional Compliance Bureau.

Background

A law enforcement accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is a certification, by an independent reviewing authority, that verifies an entity has met specific requirements and prescribed standards. Law enforcement accreditation provides benefits to the community, law enforcement agencies, and officers.

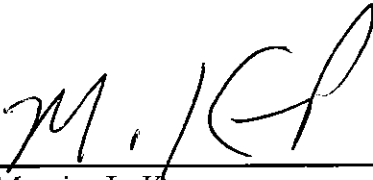
The MDPD is accredited by two agencies, the Commission on Accreditation for Law Enforcement Agencies, Inc., on the national level, and the CFA, on the statewide level. The MDPD's commitment to accreditation chronicles its dedication to the highest level of public safety and service.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

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The CFA recently revised its accreditation agreement, requiring the MDPD to execute a new law enforcement agreement in order to maintain its accredited status. The MDPD has been accredited with the CFA since June 2013, and desires to maintain this accreditation.

The attached Law Enforcement Agreement establishes the relationship between. and sets the responsibilities of the parties to this agreement. Every three years, the CFA will assess the MDPD's compliance with established standards to determine if the MDPD is eligible to maintain its accredited status. This agreement will provide payment to the CFA in accordance with the established fee schedule outlined in the agreement.

A handwritten signature in black ink, appearing to read "M. Kemp", written over a horizontal line.

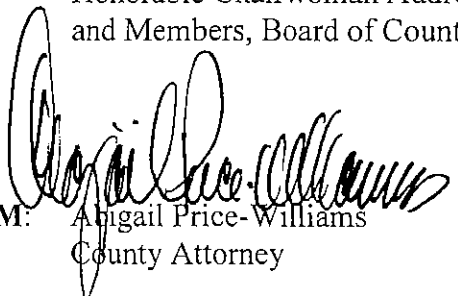
Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
12-17-19

RESOLUTION NO. _____

RESOLUTION APPROVING A LAW ENFORCEMENT AGREEMENT BETWEEN THE COMMISSION FOR FLORIDA LAW ENFORCEMENT ACCREDITATION, INC., AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, IN THE AMOUNT OF \$6,800.00; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LAW ENFORCEMENT AGREEMENT AND ANY AMENDMENTS, MODIFICATIONS, AND CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PAY ACCREDITATION AND SOFTWARE MAINTENANCE FEES FOR A PERIOD OF 5 YEARS

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 finds it is in the best interest of Miami-Dade County to approve the terms of an agreement between the Commission for Florida Law Enforcement Accreditation, Inc., and Miami-Dade County (attached hereto as Exhibit A). This Board further authorizes the County Mayor or County Mayor's designee to execute the agreement, to exercise any amendment, extension, and termination provisions, contained therein and to pay an initial accreditation fee of \$2,400.00, as well as an annual reaccreditation fee of \$800.00 and an annual software fee of \$300.00 for a period of five years, for a total amount of \$6,800.00.

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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as MOW for
to form and legal sufficiency.

Anita Viciano Zapata



**THE 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 to 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. Appoint one or more persons to assist the CFA's representatives, hereafter referred to as the "Assessors," provide access to files, records, and personnel and provide a workspace and equipment necessary to conduct the assessment.
- 2.5. In order to be considered for accreditation or reaccreditation, the Applicant must send an agency command level representative to appear for review before the CFA at the next general meeting following the Applicant's formal 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 CFA, 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 formal assessment.

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

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.
- 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 schedule an assessment 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 Extension Request Policy. The Commission expects an agency command level representative will attend the Commission meeting to represent the agency.

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 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 accreditation through the Core Competencies Program or Comparative Compliance, (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 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 shall be responsible for a three hundred dollar annual software maintenance fee for use of the Commission approved accreditation software.

6.5. The Applicant agrees any and all fees submitted will be forfeited if the Applicant does not schedule an assessment within two 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, nor 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 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, 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 the aspect of the standards contained herein.

9. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant 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, unless specified, 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

- File a brief annual report that certifies continuing standards compliance on a form provided by the CFA and
- Promptly notify the CFA if circumstances exist that threaten noncompliance with standards under which the Agency was accredited.

12.3. If the CFA determines 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 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.

12.4. If the Commission becomes aware of events, circumstances or external criminal justice investigations that cause significant concerns regarding the agency's past, current or future ability to comply with standards, the Commission has the right to defer the agency's assessment or review to a later date selected at the discretion of the Commission.

12.5. If such events, circumstances or external criminal justice investigations result in causing substantial doubts of the agencies past, current or future compliance with standards, the Commission has the right to revoke the agency's 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 pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of the CFA pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between the CFA and Applicant shall be resolved through voluntary binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Both parties agree the location of the proceedings will be determined by the party not instituting the request for binding arbitration.
- 16.3. The person signing on behalf of the Applicant hereby represents and warrants 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

Carlos A. Gimenez
Printed Name

Mayor, Miami-Dade County
Title of Chief Executive Officer

Signature of other civil authority (if required)

Juan J. Perez
Printed Name

Director, Miami-Dade Police Department
Title of other civil authority

IN WITNESS WHEREOF, the CFA has caused this Agreement to be executed by its Executive Director, ~~Lori Mizell~~, on this 7th day of October, 2019.
~~Danielle Terrell~~

Danielle Terrell
Signature of ~~Lori Mizell~~ Danielle Terrell
Executive Director

The Commission for Florida Law Enforcement Accreditation, Inc.