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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(6)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Resolution approving an interlocal agreement between Miami-Dade County and the City of North Miami Beach relating to providing the City of North Miami Beach Police Department with access to the Miami-Dade County Computer-Aided dispatch system and dispatching emergency and non-emergency calls for service within the City of North Miami Beach; and authorizing the County Mayor to execute the interlocal agreement and to exercise the provisions therein, including the termination and cancellation provisions

Resolution No. R-643-15

The accompanying resolution was prepared by Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

DATE: July 14, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Interlocal Agreements for Access to the Miami-Dade County Computer-Aided Dispatch System and to Dispatch Emergency and Non-Emergency Calls for Service

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Interlocal Agreements (Agreements) between Miami-Dade County, through the Miami-Dade Police Department (MDPD) and its law enforcement partner agencies, specifically the North Miami Beach Police Department. The purpose of this Agreement is to provide these law enforcement agencies with access to the Miami-Dade County Computer-Aided Dispatch (CAD) System, and to dispatch the agencies' emergency and non-emergency calls for service. These Agreements will be effective upon signature and will expire on September 30, 2025.

Scope

These Agreements will provide services to law enforcement agencies which may be at the federal, state, regional, tribal, and local level, and specifically the North Miami Beach Police Department.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee is authorized to execute the Agreements and to exercise the provisions contained in the Agreements.

Fiscal Impact/Funding Source

The law enforcement agencies will reimburse Miami-Dade County for all costs associated with providing network connectivity to the CAD, ancillary applications, and associated costs, including re-occurring costs resulting in a cost neutral service.

Track Record/Monitor

Reinaldo Valdes, Major of the MDPD Communications Bureau for MDPD will track and monitor these Agreements.

Background

In the conduct of day-to-day operations, both Miami-Dade County and its municipal partners want to provide their citizens with the best possible response to calls for police services. To accomplish this, MDPD operates a CAD System which allows MDPD dispatchers to send information to police units regarding a call for service via mobile data terminals and to announce the call details to field units over a two-way radio system. Several law enforcement agencies wish to have access to the County's CAD System to respond to calls for service from citizens of the municipality as an integral component of the

Emergency 911 System operated by MDPD and supported by the Information Technology Department. This can be accomplished through the installation of necessary network connectivity and ancillary software applications. These law enforcement agencies will reimburse the County for its costs associated with providing these services.

These Agreements will improve response to calls for police services across Miami-Dade County using a single technology solution.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Agenda Item No. 14(A)(6)

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. 14(A)(6)
7-14-15

RESOLUTION NO. R-643-15

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH RELATING TO PROVIDING THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT WITH ACCESS TO THE MAIMI-DADE COUNTY COMPUTER-AIDED DISPATCH SYSTEM AND DISPATCHING EMERGENCY AND NON-EMERGENCY CALLS FOR SERVICE WITHIN THE CITY OF NORTH MIAMI BEACH; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXERCIE THE PROVISIONS THEREIN, INCLUDING THE TERMINATION AND CANCELLATION PROVISIONS

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 approves and authorizes the execution of an interlocal agreements between Miami-Dade County and the City of North Miami Beach relating to providing the City of North Miami Beach Police Department with access to the Miami-Dade County Computer-Aided Dispatch System and also to dispatching the City of North Miami Beach Police Department's emergency and non-emergency calls for service, in substantially the form attached hereto, and authorizes the County Mayor or County Mayor's designee to exercise the termination and cancellation provisions and all other provisions contained in the interlocal agreements as set forth therein, for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP
Matthew Papkin

INTERLOCAL COOPERATION AGREEMENT

BETWEEN MIAMI-DADE COUNTY AND

THE CITY OF NORTH MIAMI BEACH

COMPUTER AIDED DISPATCH SYSTEM

This Agreement is entered into by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the County), and its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the City of North Miami Beach, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County (hereinafter referred to as the Agency), and its police department, the North Miami Beach Police Department, hereinafter referred to collectively as the Parties.

WHEREAS, the County and the Agency both desire to provide their citizens with the best possible response to calls for police services; and

WHEREAS, the MDPD operates a computer-aided dispatch (CAD) system, referred to as the CAD System which allows MDPD dispatchers to send information to police units regarding a call for service via a mobile data terminal (MDT) and announce the call details to field units over a two-way radio system; and

WHEREAS, the Agency desires access to the CAD System to respond to calls for service from citizens of the Agency as an integral component of the Emergency 911 System, operated by the MDPD and supported by Miami-Dade County Information Technology Department;

WHEREAS, it is agreed and understood that costs may fluctuate during the term of this Agreement to reflect the County's actual costs for the services described herein, resulting in a cost neutral service,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County and the Agency, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. PURPOSE

The County shall provide the Agency access to the Miami-Dade County CAD System and dispatch the Agency's emergency and non-emergency calls for service, and the Agency shall reimburse the County for all costs associated with providing network connectivity to CAD and ancillary applications.

2. COMMUNICATIONS TALK GROUP AND DISPATCH SERVICES

The MDPD Communications Bureau is a progressive customer service oriented Bureau designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed require standard operating procedures that often are specifically defined and uniform. In establishing the procedures to provide communications services for the Agency, a general rule has been applied:

> Standard practices and process with the Agency will not vary from existing MDPD Communications procedures unless significant reasons dictate a variance, as approved by the MDPD Communications Major.

3. RESPONSIBILITIES OF THE AGENCY

The Agency agrees to:

1. Acknowledge the incident either via the radio or through its Premier Mobile Data Computing (PMDC) application;
2. Provide an eight (8) week notification prior to changing any police boundaries and patrol areas;

3. Abide by radio/dispatch procedures as defined by the MDPD Manual as relates to communications and the Communications Bureau Standard Operating Procedures (SOP);
4. Be responsible for all costs associated with the necessary equipment, installation of network connectivity, ancillary applications, all set-up and reoccurring costs which are based on actual costs for these services and as detailed in Schedule A attached and incorporated herein;
5. Reimburse the County in accordance with Schedule A. Payment will be delivered to the MDPD Fiscal Administration Bureau no later than 30 days from receipt of an invoice;
6. Will provide payment in full to the MDPD on November 1st of each year in the amount for the next 12 month period, through October 31st of the following year, for actual costs associated with these services.

4. <u>RESPONSIBILITIES OF THE COUNTY</u>

A. The County, by and through the MDPD, agrees to:

1. Provide full call taking and dispatch services to the Agency for both emergency and non-emergency calls for services;
2. Answer the Agency calls for police service in accordance with MDPD policies and procedures. Specifically, Agency police calls for services will receive the same screening and processing by all call takers;
3. Dispatch calls for service to an available officer or law enforcement personnel in priority order, via the radio or through the PMDC application on the officer's laptop computer;
4. The processed calls for service will be classified by incident nature and priorities pursuant to the MDPD response protocol;

5. Provide recording searches and duplication of recordings from logging recorders upon written request from the Agency in accordance with established fees and protocols;
6. Provide generated case numbers that are mutually agreeable to both parties within the parameters of the dispatching platform;
7. Provide access to the MDPD CAD, and connectivity for records management purposes;
8. Invoice the Agency for these services on a yearly basis in accordance with the fees detailed in Schedule A.

B. The County, by and though the Information Technology Department, agrees to:

1. Provide remote and on-site support 24 hours a day, seven (7) days a week, 365 days a year;
2. Respond to requests from the North Miami Beach Police Department for service by providing an on-site technician within a four (4) hour response time;
3. Order and maintain circuits to all end points in conjunction with AT&T, the local telephone service provider;
4. Provide support to the PMDC server infrastructure;
5. Provide support for the PMDC equipment, both hardware and software;
6. Provide a level of support for connection with the Universal Data Transfer.

5. <u>PREVAILING MIAMI-DADE POLICIES</u>

This Agreement shall be construed in accordance with the current MDPD Communications Bureau Standard Operating Procedures governing Calls for Service.

6. <u>OWNERSHIP OF INFRASTRUCTURE</u>

The County shall own all infrastructure/frequencies/talk groups/profiles associated with the system. In the event that the Agency dissolves this Agreement or otherwise leaves the system, the County shall retain ownership of any portable, mobile, fixed control statins or related

hardware, software, and middleware purchased by the County for use within the radio system and the County shall retain ownership of any infrastructure acquired or furnished in connection with the Agency's system as described. The MDPD reserves the right to assign the Agency to a talk group deemed appropriate in the best interest of the County. Any changes to the assigned talk group will be provided to the Agency in writing 60 days in advance of such change.

7. FEDERAL COMMUNICATIONS COMMISSION (FCC) LICENSE AND USE OF FREQUENCIES

The County shall be responsible for the maintenance of all FCC licenses required to operate the system. The Agency and its authorized users shall operate two-way radio equipment on the system in accordance with the rules of the FCC.

8. FORCE MAJEUR AND WARRANTIES

The County and the MDPD shall not be responsible for interruptions of system service due to forces of nature, war, manmade disasters or other such acts beyond the control of the County and the MDPD. The County makes no warranties, expressed, or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to the Agency in connection with the Agency's use of service. The Agency acknowledges that service disruption will occur from time to time and agrees to hold the County and the MDPD harmless for all such disruptions.

9. TRANSITION PERIOD

In the event of the termination or expiration of this Agreement, the Count and the Agency shall cooperate in good faith in order to effect a smooth and harmonious transition from the MDPD to an Agency Police Department Communications and to maintain during the transition period, the same high quality of service prescribed by this Agreement.

10. RECORDS, INSPECTION, AUDIT

The County shall keep records with respect to the expenditure of funds paid by the Agency and the services provided to the Agency under this Agreement. The County shall maintain

accounting records on expenditures under this Agreement in accordance with generally accepted accounting standards and generally accepted government accounting standards,

MDPD policies and procedures, state retention schedules and other applicable standards.

11. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

12. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

13. TERM

This Agreement shall be effective from the date of execution by the final signatory and shall expire on September 30, 2025, unless terminated earlier as specified below.

14. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2015,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written above.

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date

Angel Petisco, Director Date
Information Technology Department

J.D. Patterson, Director Date
Miami-Dade Police Department

ATTEST:

Harvey Ruvin, County Clerk Date
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Matthew Papkin Date
Assistant County Attorney
Miami-Dade County, Florida

CITY OF NORTH MIAMI BEACH

_____

Ana M. Garcia Date
City Manager

_____

J. Scott Dennis Date
Chief of Police

_____

Jose Smith Date
City Attorney

Schedule A
Interlocal Cooperation Agreement
Computer Aided Dispatch System

CAD workstation hardware and licenses		Cost	
Deliverable	**Description**	**One-Time**	**Annual Recurring**
CAD workstation hardware specification	CAD workstation includes USB keyboard, 2 port video board, USB mouse, two 21.5" monitors, Microsoft client access and window licenses.	$1,850.00	$0.00
	Microsoft Licensing	$0.00	$150.00
CAD software licensing specification	CAD Software License and maintenance costs	$2,655.00	$405.00
Delivery, Installation, Setup and ongoing support	CAD Workstation Setup and ongoing 24/7/365 support	$300.00	$2,500.00

* Prices quoted are subject to change due to market conditions

Network hardware and connectivity		Cost	
Deliverable	**Description**	**One-Time**	**Annual Recurring**
Network hardware infrastructure specification	Varies per site, please contact us for pricing	Contact for Pricing	Contact for Pricing
Network connectivity requirements (AT&T)	Varies per site, please contact us for pricing	Contact for Pricing	Contact for Pricing
Installation, setup and ongoing support	Varies per site, please contact us for pricing	Contact for Pricing	Contact for Pricing

Contact Information to Request Pricing	Description
John Concepcion, Division Director Miami-Dade County Information Technology Department 33173	Miami-Dade County will contact agency and schedule site visit to inspect agencies exisyting facilities. The site visit by the County IT staff will allow a scope of work to be generated and price schedule for required network hardware, connectivity requirements, installation, setup and ongoing support.

5680 SW 87 Avenue • Miami, Florida
Phone 305-596-8368

Prepared By:
John Concepcion, Division Director
Miami-Dade County Information Technology Department
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"Delivering Excellence Every Day"