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

MEMORANDUM

Agenda Item No. 8(I)(2)

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

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Interlocal Cooperation Agreement between Miami-Dade County and the Miami Police Department relating to providing the Miami Police Department with access to the Miami-Dade County Automated Fingerprint Identification System; approving the same or similar Interlocal Cooperation Agreements between Miami-Dade County and other partner law enforcement agencies; and authorizing the County Mayor to execute these agreements and exercise the renewal, cancellation, and all other provisions contained in these agreements

Resolution No. R-1076-15

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

Abigail Price-Williams for
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: December 1, 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 Automated Fingerprint Identification System

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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, by and through the Miami-Dade Police Department (MDPD), and its law enforcement partner agencies, specifically herein, the City of Miami Police Department (Attachment 1). The purpose of this Agreement is to provide these law enforcement agencies with access to the Miami-Dade County Automated Fingerprint Identification System (AFIS). These Agreements will be effective upon signature, will expire on September 30, 2020, and will provide for two (2) additional renewals for a period of five (5) years for each renewal.

Scope
These Agreements will provide services to law enforcement agencies that may be at the federal, state, regional, tribal, and local level, and specifically herein, the City of Miami 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
There is no fiscal impact.

Track Record/Monitor
Stephanie Stoiloff, Senior Bureau Commander for the MDPD's Forensic Services Bureau, will track and monitor these Agreements.

Background
In the conduct of day-to-day operations, both Miami-Dade County and its law enforcement partners want to provide their citizens with the best possible use of the AFIS. The MDPD serves as the central site for the AFIS in Miami-Dade County. The AFIS allows agencies to electronically send fingerprints and palm prints to the MDPD for purposes of criminal and/or civil identification. The MDPD's AFIS is an integral component of identifying print evidence recovered from crime scenes and for the identification of subjects. This Agreement will provide agencies with access to the MDPD's AFIS upon compliance of MDPD requirements as specified in the Agreement. This kind of information sharing via

an MDPD system supports partnerships with law enforcement agencies and facilitates effective investigations and other law enforcement related activities across Miami-Dade County.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 1, 2015

FROM: Abigail Price-Williams
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**

_____ **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 ____, 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)
12-1-15

RESOLUTION NO. R-1076-15

RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI POLICE DEPARTMENT RELATING TO PROVIDING THE MIAMI POLICE DEPARTMENT WITH ACCESS TO THE MIAMI-DADE COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM; APPROVING THE SAME OR SIMILAR INTERLOCAL COOPERATION AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND OTHER PARTNER LAW ENFORCEMENT AGENCIES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THESE AGREEMENTS AND EXERCISE THE RENEWAL, CANCELLATION, AND ALL OTHER PROVISIONS CONTAINED IN THESE AGREEMENTS

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 the Interlocal Cooperation Agreement between Miami-Dade County and the Miami Police Department relating to providing the Miami Police Department with access to the Miami-Dade County Automated Fingerprint Identification System, in substantially the form attached hereto, approves the same or similar Interlocal Cooperation Agreements between Miami-Dade County and other law enforcement partner agencies, and authorizes the County Mayor or County Mayor's designee to execute these agreements and exercise the renewal, cancellation, and all other provisions contained in the these agreements on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, 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	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 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 MIAMI

AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)

This Agreement is entered into by and between Miami-Dade County (MDC), 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 Miami , 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 Miami 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 use of the Automated Fingerprint Identification System (AFIS); and

WHEREAS, the MDPD serves as the central site for the AFIS in MDC; and

WHEREAS, the MDPD AFIS allows the Agency to electronically send fingerprints and palm prints to the MDPD for purposes of criminal and/or civil identification; and

WHEREAS, the Agency desires access to the AFIS as an integral component of identifying print evidence recovered from crime scenes and for the identification of subjects in custody operated by the MDPD and supported by the Forensic Services Bureau (FSB); and

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 MDPD AFIS. The Agency's users shall be given written permission to electronically submit fingerprint and/or palm print searches against the MDPD AFIS. Fingerprint and palm print search results will be sent back from the MDPD to

the Agency to facilitate the Agency's investigations and other law enforcement related activities requiring the use of the MDPD AFIS for such purposes as biometric information, criminal justice information, and criminal history information.

2. AFIS SERVICES

The MDPD Fingerprint Identification Section (FIS) is located within the Forensic Services Bureau (FSB) at MDPD Headquarters and is responsible for the criminal and civil identification of individuals through fingerprint and palm print identification services. The FIS is comprised of the Master File Unit, AFIS Unit, and Latent Unit and serves as the central site for the AFIS in the County. The AFIS captures, searches, and stores ten-print, palm print, and latent print minutiae and images, critical in identifying individuals who have been arrested and are associated with evidence recovered at crime scenes. Currently, the AFIS is connected and interfaced with many county entities including all MDPD District Stations, MDC Corrections and Rehabilitation Department, MDC Juvenile Services Department, and other state and local law enforcement agencies, such as the Florida Department of Law Enforcement (FDLE), the Aventura Police Department, the Hialeah Police Department, the Miami Police Department, the Miami Beach Police Department, and the Miami Gardens Police Department.

3. RESPONSIBILITIES OF THE AGENCY

The Agency agrees to:

A. Coordinate with the MDPD and the Miami-Dade County Information Technology Department to determine the requirements for the Agency to acquire AFIS Services from the MDPD;

B. Purchase equipment to operate independent AFIS computer terminals or livescans to access the MDPD AFIS. The purchase, installation, operation and maintenance of this equipment will be at the expense of the Agency. This includes all costs associated with the AFIS services such as necessary equipment, AFIS network connectivity, and re-occurring costs (i.e. maintenance);

C. Assign a coordinator to serve as the primary contact person for the Agency use of AFIS. The Agency also agrees to notify the MDPD AFIS Supervisor immediately, in writing, of any changes to this primary contact person;

D. Comply with all applicable federal, state, and local laws, regulations, rules and procedures deemed applicable by the County and the MDPD to access the AFIS and to operate the AFIS equipment. This includes any requirements set forth by the AFIS vendor MorphoTrak;

E. Provide the MDPD Fingerprint Superintendent with necessary documentation for all Agency AFIS Users to determine eligibility and approve access to AFIS. For all Agency AFIS Users, this includes, but is not limited to, a resume, fingerprint training certificates, certification from the International Association for Identification (if applicable), and other requirements as may be necessary. Also, Agency AFIS Users are required to submit their fingerprints for search and retention in the MDPD AFIS database. Users who do not meet the stated qualifications will not be allowed access to AFIS;

F. Retain and store individual AFIS user personal access code(s) from the MDPD AFIS Supervisor in a secure manner and immediately notify the MDPD Fingerprint Supervisor of any loss of assigned personal access codes which may compromise the integrity of the AFIS;

G. Comply with MDPD requirement that MDPD authorized Agency AFIS Users are prohibited from allowing their AFIS user access code to be used by other personnel, including outside contractors;

H. Send only criminal/civil biometric searches over and through the AFIS networks;

I. Submit the best available quality of fingerprint and palm print images for search and/or retention in the MDPD AFIS database;

J. Ensure that anti-virus software is installed on AFIS equipment and maintain and update such software with current virus definitions;

K. Comply with the National Crime Information Center policies and other applicable rules and agreements that palm print and fingerprint minutiae and images and related criminal justice information are for the purpose of criminal justice identification only.

4. RESPONSIBILITIES OF THE COUNTY

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

1. Provide the Agency with electronic access to the MDPD AFIS for the purpose of Criminal Justice Identification only;
2. Provide the Agency with biometric information, criminal justice information, or criminal history Information, as defined in Florida Statutes, Chapter 943, as relates to fingerprint and palm print searches conducted through the MDPD AFIS;
3. Provide the Agency with AFIS user personal access codes for approved users. The MDPD Fingerprint Superintendent will approve Agency AFIS user access in writing and in accordance with Section 3, Letter E (Agency AFIS user(s) documentation);
4. Notify the Agency in writing of deleted fingerprint and palm print images from the MDPD AFIS database. Reasons for image deletion, include, but are not limited to, poor quality fingerprints and/or palm prints, expired statute of limitations, and storage capacity.
5. Notify the agency of any scheduled AFIS interruptions of service, such as for AFIS maintenance.

5. PROTECTION OF AFIS INFORMATION

The Agency agrees that only MDPD authorized Agency AFIS users will access the AFIS, including taking appropriate administrative measures to protect this access, and ensuring that AFIS information, such as biometric information, criminal justice information, and criminal history information, will be disseminated only for law enforcement purposes in accordance with Florida Statutes, Chapter 943.

6. PREVAILING MIAMI-DADE POLICIES

This Agreement shall be construed in accordance with the current MDPD Forensic Services Bureau policies and procedures governing the AFIS.

7. 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.

8. 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.

9. NON-ASSIGNABILITY

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

10. TERM

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2020. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

11. 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

_____

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 MIAMI

_____

Daniel J. Alfonso Date
City Manager

Attest:

_____

Todd B. Hannon Date
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Victoria Méndez Date
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

_____

Ann-Marie Sharpe Date
Director of Risk Management