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

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Memorandum of Understanding between Miami-Dade County and the City of Miami relating to Expanding Forensic Analysis Services whereby the Miami Police Department dispatches qualified personnel to work at the Miami-Dade Police Department's Forensic Services Bureau; authorizing the County Mayor to execute the Memorandum of Understanding on behalf of Miami-Dade County and to exercise the renewal, cancellation, termination, and other provisions contained therein; and authorizing the County Mayor to execute similar Memoranda of Understanding with other law enforcement partner agencies and to exercise the renewal, cancellation and other provisions contained therein

Resolution No. R-888-16

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.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: October 5, 2016

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

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Memorandum of Understanding for Forensic Services

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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 a Memorandum of Understanding (MOU) between Miami-Dade County, through the Miami-Dade Police Department (MDPD), and its law enforcement partner agencies, specifically herein, the City of Miami and the Miami Police Department (Attachment 1).

The purpose of the MOU is to expand forensic analysis services whereby law enforcement partner agencies, and specifically the Miami Police Department, detach qualified personnel, such as civilian criminalists, to the MDPD to work at MDPD's Forensic Services Bureau (FSB). The MOU will be effective upon signature, will expire on September 30, 2026, and will provide for two (2) additional renewals, each for a period of five (5) years.

Scope

The MOU will provide forensic services to the MDPD and to all the federal, state, and local agencies which are served by MDPD's FSB; therefore, the impact is countywide.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee is authorized to execute the MOU and to exercise the provisions contained therein, including two (2) five year options to renew and cancellation provisions. Further, the County Mayor or County Mayor's designee will be authorized to execute similar memoranda of understanding with the law enforcement partner agencies and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Stephanie Stoiloff, Senior Bureau Commander for MDPD's FSB, will track and monitor the MOU.

Background

As part of day-to-day operations, technology, particularly forensic-led technology, is vital to conduct effective criminal investigations. The increasing use of this highly specialized technology, in combination with MDPD's trained and skilled sworn investigators, facilitates the MDPD's ability to arrest criminals and support successful prosecutions. With the development of forensic sciences and related forensic technology, the application of forensic services has expanded. The addition of these

detached personnel will enhance the capacity of the MDPD's FSB at no additional cost to Miami-Dade County.

The MOU will build on the partnerships the MDPD has with law enforcement agencies and will serve to enhance forensic services in our community. In addition, the MOU will help increase the knowledge base of forensic talent in our local law enforcement community. By providing an opportunity for criminalists of other law enforcement agencies to work under the supervision of the MDPD's FSB, these personnel will be trained to perform forensic analyses under the FSB's Quality Assurance Program. The MDPD's FSB established this program in accordance with the standards set forth by the FSB's accrediting body, the American Society of Crime Laboratory Directors and Laboratory Accreditation Board.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: October 5, 2016

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 ____, 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)(1)
10-5-16

RESOLUTION NO. R-888-16

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI RELATING TO EXPANDING FORENSIC ANALYSIS SERVICES WHEREBY THE MIAMI POLICE DEPARTMENT DISPATCHES QUALIFIED PERSONNEL TO WORK AT THE MIAMI-DADE POLICE DEPARTMENT'S FORENSIC SERVICES BUREAU; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE RENEWAL, CANCELLATION, TERMINATION, AND OTHER PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE SIMILAR MEMORANDA OF UNDERSTANDING WITH OTHER LAW ENFORCEMENT PARTNER AGENCIES AND TO EXERCISE THE RENEWAL, CANCELLATION AND OTHER PROVISIONS CONTAINED THEREIN

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:

Section 1. This Board approves the Memorandum of Understanding between Miami-Dade County and the City of Miami whereby the Miami Police Department will dispatch qualified personnel to work at the Miami-Dade Police Department's Forensic Services Bureau. This Board further authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding, in substantially the form attached hereto and incorporated herein by reference, and to exercise the renewal, cancellation and all other provisions contained therein.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute similar memoranda of understanding with other law enforcement partner agencies on behalf of Miami-Dade County and to exercise the renewal, cancellation, and all other provisions contained therein.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, 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 **aye**

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 5th day of October, 2016. 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

Attachment 1

MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF MIAMI FOR
FORENSIC SERVICES

This Memorandum of Understanding (MOU) 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 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 MDPD Forensic Services Bureau (FSB) is the entity that provides forensic services for all local agencies within Miami-Dade County as well as state and federal agencies, upon request, to provide investigative forensic assistance; and

WHEREAS, the use of forensic-led technology to apprehend and prosecute criminals should reduce crime both inside and outside Agency limits regardless of where these criminal are ultimately apprehended;

WHEREAS, the application of forensic services has expanded and more items per case are submitted for analysis;

NOW, THEREFORE, BE IT KNOWN that the 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. RESPONSIBILITIES OF THE AGENCY

The Agency agrees to:

1. Detach full time qualified Agency personnel, such as civilian criminalist(s), to the MDPD FSB to perform forensic analysis to include reducing untested sexual assault kits, in the collective interest of the Miami-Dade County community;
2. Assign day-to-day supervisory responsibility to the MDPD;
3. Require that the Agency Criminalist employee abide by the policies of the MDPD;
4. Require that the Agency Criminalist employee work in accordance with the requirements of the FSB to meet all competency and proficiency requirements as well as comply with requirements and standards set forth by the FSB's accrediting body, the American Society of Crime Laboratory Directors\Laboratory Accreditation Board (ASCLD/LAB);

2. RESPONSIBILITIES OF THE COUNTY

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

1. Provide daily supervision of the Agency criminalist;
2. Conduct and document regular performance reviews, such as monthly and annually, to ensure that the detached employee is performing duties, tasks, and assignments as required and agreed to;
3. Provide the performance reviews to the Agency;
4. Train the Agency criminalist(s) to perform duties in accordance with the MDPD FSB Standard Operating Procedures and also to meet competency and proficiency requirements as set forth by ASCLD\LAB, the FSB's current accrediting body;
5. Review the continuation of the detachment with the Agency and evaluate its effectiveness;
6. Return the employee to the Agency should the MDPD determine that the Agency employee is not performing in accordance with MDPD and/or FSB policies, procedures, and other requirements;

3. PREVAILING MIAMI-DADE POLICIES

This Agreement shall be construed in accordance with the current MDPD Departmental Manual and the MDPD FSB Standard Operating Procedures governing forensic analysis.

4. 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.

5. NON-ASSIGNABILITY

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

6. 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, 2026. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

7. 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.

8. NOTICES/POINT OF CONTACT

Any notices hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, or by a national recognized overnight carrier, addressed as follows:

If to COUNTY to: Juan J. Perez, Director or current Director
Miami-Dade Police Department
9105 NW 25th Street
Doral, Florida 33172

With a copy to:	Stephanie Stoiloff, Senior Bureau Commander Forensic Services Bureau Miami-Dade Police Department 9105 NW 25th Street Doral, Florida 33172
If to AGENCY to:	Rodolfo Llanes, Chief or current Police Chief Miami Police Department 400 NW 2nd Avenue Miami, Florida 33128

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 below.

AGREED TO AND ACKNOWLEDGED BY:

MIAMI-DADE COUNTY

_____

Carlos A. Gimenez, Mayor Date

_____

Juan J. Perez, 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

_____

Rodolfo Llanes Date
Chief
Miami Police Department

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