

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute an Interlocal Cooperation Agreement between Miami-Dade County, by and through its Miami-Dade Police and Information Technology Departments, and the Village of Pinecrest, through its Pinecrest Police Department, providing for the Pinecrest Police Department's incorporation into Miami-Dade County's Customer Premise Equipment System, for a term beginning upon signature by all parties and ending on October 1, 2026, unless terminated earlier; and authorizing the County Mayor to take all actions in accordance with the provisions thereof, and to exercise any rights set forth therein

Resolution No. R-626-22

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



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 7, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving the Terms and Authorizing the Execution of an Interlocal Cooperation Agreement Between Miami-Dade County and the Village of Pinecrest for Integration into the Customer Premise Equipment System

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 an Interlocal Cooperation Agreement (Agreement) between Miami-Dade County (County), by and through the its Miami-Dade Police and Information Technology Departments, and the Village of Pinecrest (Village), through its Pinecrest Police Department (PPD), for the purpose of incorporating the PPD into the County's Customer Premise Equipment (CPE) system. The County's CPE provides the Miami-Dade Police Department (MDPD) with the ability to receive emergency, non-emergency, and Text-to-911 calls from the public. The Agreement, effective upon signature by all parties and expiring on October 1, 2026, unless terminated earlier, establishes the terms under which the MDPD will provide CPE services for the PPD.

Scope

The County, through its MDPD and Information Technology Department, will incorporate two CPE positions set up at the PPD into the County's CPE System and route emergency, non-emergency, and Text-to-911 telephone calls that originate within the Village's geographic boundaries. The scope of the services outlined in the Agreement shall apply to the geographic boundaries of the Village.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement with the Village for the purpose of integrating the PPD into the County's CPE. The County Mayor or County Mayor's designee is further authorized to take all actions in accordance with the provisions thereof, and exercise any rights set forth therein.

Fiscal Impact/Funding Source

The Village agrees to pay for all costs associated with necessary equipment, the installation of network connectivity, use of ancillary applications, initial setup, and recurring costs, all of which are detailed in "Schedule A" of the Agreement. The Village also agrees and understands that costs may fluctuate during the term of the Agreement. As such, there is no negative fiscal impact to the County.

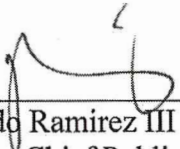
Track Record/Monitor

To ensure compliance, Assistant Director Gustavo Knoepffler, of the MDPD's Departmental Services, will track and monitor the terms of the MOU.

Background

The MDPD's Communications Bureau, serves as the Public Safety Answering Point for the County and is responsible for the coordination of complaint reception and radio dispatch services for the MDPD and all subscribing police agencies. Additionally, the MDPD's Communications Bureau provides interface with local, state, and national agencies through computer-based information systems, telephone links, and radio mutual aid and interoperability systems. One such system is the CPE System that allows MDPD Police Complaint Officers to receive emergency, non-emergency, and Text-to-911 calls from the public.

The County and the Village desire to provide the best response to emergency service requests received from the public, and wish to enter into the Agreement, attached and labeled herein as Exhibit A, providing for the incorporation of the PPD into the County's CPE System. The Agreement establishes each party's roles and responsibilities and will be effective upon signature by all parties. Unless terminated earlier, the Agreement will expire on October 1, 2026.



Alfredo Ramirez III
Interim Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
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)
7-7-22

RESOLUTION NO. _____ R-626-22

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH ITS MIAMI-DADE POLICE AND INFORMATION TECHNOLOGY DEPARTMENTS, AND THE VILLAGE OF PINECREST, THROUGH ITS PINECREST POLICE DEPARTMENT, PROVIDING FOR THE PINECREST POLICE DEPARTMENT'S INCORPORATION INTO MIAMI-DADE COUNTY'S CUSTOMER PREMISE EQUIPMENT SYSTEM, FOR A TERM BEGINNING UPON SIGNATURE BY ALL PARTIES AND ENDING ON OCTOBER 1, 2026, UNLESS TERMINATED EARLIER; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS IN ACCORDANCE WITH THE PROVISIONS THEREOF, AND TO EXERCISE ANY RIGHTS SET FORTH THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

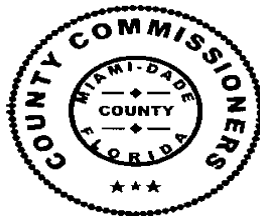
Section 1. This Board approves the terms of and authorizes the County Mayor or County Mayor's designee to execute the Interlocal Cooperation Agreement (Agreement), in substantially the form attached hereto, between Miami-Dade County, by and through its Miami-Dade Police and Information Technology Departments, and the Village of Pinecrest, through its Pinecrest Police Department, for the Pinecrest Police Department's incorporation into Miami-Dade County's Customer Premise Equipment System.

Section 2. The County Mayor or County Mayor’s designee is authorized to execute the Agreement, take all actions in accordance with the provisions thereof, and exercise any rights set forth therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE VILLAGE OF PINECREST
FOR CONNECTION TO MIAMI-DADE COUNTY'S
CUSTOMER PREMISE EQUIPMENT

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 departments, the Miami-Dade Police Department (hereinafter referred to as MDPD) and the Information Technology Department (hereinafter referred to as ITD), and the Village of Pinecrest, 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 Village), and its police department, the Village of Pinecrest Police Department (hereinafter referred to as the Agency), hereinafter referred to collectively as the Parties.

WHEREAS, the County and the Village both desire to provide the best possible response to requests from the community for emergency services; and

WHEREAS, the MDPD operates Customer Premise Equipment (CPE), referred to as CPE System, which allows MDPD Police Complaint Officers to receive emergency, non-emergency, and Text-to-911 calls from the public; and

WHEREAS, the Agency requests to be incorporated into the CPE System to have the ability to receive emergency, non-emergency, and Text-to-911 calls for service from citizens of the Village as an integral component of the Emergency 911 System, operated by the MDPD and supported by ITD;

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 service described herein, and the Village has agreed to pay these actual costs, so that the County's provision of the service described herein is cost neutral to the County;

NOW, THEREFORE, BE IT KNOWN that the County and the Village, 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 incorporate two CPE positions to be set up at the Village into the Miami-Dade County CPE System for receiving emergency, non-emergency, and Text-to-911 telephone calls that originate within the Village's geographic boundaries, and the Village shall reimburse the County for all costs associated with the setup of two CPE positions, providing network connectivity to CPE and ancillary applications.

2. RESPONSIBILITIES OF THE VILLAGE/AGENCY

The Village/Agency agrees to:

1. Be responsible for all costs associated with the necessary equipment, installation of network connectivity, ancillary applications, all initial setup fees as well as recurring costs which are based on actual costs for these services and as detailed on Schedule A attached and incorporated herein;
2. Reimburse the County in accordance with Schedule A. Payment will be deducted from the Village's share of wireless, non-wireless, and prepaid wireless E911 fees that the County receives from the Florida State Wireless 911 Board. For overages incurred by the Village in excess of the E911 fee

deduction, payments will be delivered to the MDPD Fiscal Administration Bureau no later than 30 days from receipt of an invoice.

3. RESPONSIBILITIES OF THE COUNTY

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

1. In the event of telephone service interruptions caused by scheduled maintenance or emergency outages, provide full call taking services to the Village for both emergency, non-emergency, and Text-to-911 calls for service.
 - a. Answer Village/Agency calls for police services in accordance with MDPD policies and procedures. Specifically, Village/Agency police calls for services will receive the same screening and processing by all call takers;
 - b. Dispatch calls for service to the Agency via the radio in priority order;
 - c. Classify the processed calls for service by incident nature and priorities pursuant to the MDPD response protocol;
2. Provide recording searches and duplication of recordings from logging recorders upon written request from the Agency in accordance with established fees and protocols;
3. Invoice the Village for these services on a yearly basis in accordance with the fees detailed in Schedule A.

B. The County, by and through the ITD, 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 Agency 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 the local telephone service provider;
4. Schedule maintenance or upgrades in advance;
5. Provide support to the CPE server infrastructure;
6. Provide support for the CPE equipment, both hardware and software.

4. PREVAILING MIAMI-DADE POLICIES

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

5. OWNERSHIP OF INFRASTRUCTURE

The County shall own all infrastructure associated with the system. In the event that the Village dissolves this Agreement or otherwise leaves the system, the County shall retain ownership of any portable, mobile, fixed control stations or related hardware, software, and middleware purchased by the County for use within the CPE system and the County shall retain ownership of any infrastructure acquired or furnished in connection with the Village's system as described and may, in its sole discretion, move, remove, or otherwise take physical custody of any equipment, no less than 30 days after providing notice to the Village/Agency in writing.

6. FORCE MAJEUR AND WARRANTIES

The County 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. The County makes no warranties, expressed, or implied, including without limitation, any

implied warranty of merchantability or fitness for a particular purpose to the Village in connection with the Village's use of service. The Village acknowledges that service disruption will occur from time to time and agrees to hold the County harmless for all such disruptions.

7. TRANSITION PERIOD

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

8. RECORDS, INSPECTION, AUDIT

The County shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village 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. The Parties shall, without delay, refer public records requests to the appropriate custodian Party, and will assist the custodian in the research and compilation of records in satisfaction of the request, as necessary.

9. 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 full indemnification and the incurring of

all costs associated with any suit, action, or claim for damages arising from the performance of the Agreement.

10. NON-ASSIGNABILITY

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

11. TERM

This Agreement shall be effective from the date of execution by the final signatory and shall expire on October 1, 2026, unless terminated earlier as specified below.

12. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days' written notice to the other party. Should the County cancel the Agreement, the County will allow the Village to continue to use the equipment referenced in the Agreement for up to 180 days to allow the Village time to re-establish its own independent Public Safety Answering Point ("PSAP"). The Village shall advise the County in writing, within 30 days of receipt of notice of cancellation, as to whether the Village intends to re-establish its own PSAP. Should the Village choose not to assume PSAP duties, the County/MDPD shall continue to provide 911 services as required by law. Cancellation will be at the discretion of the parties; in the case of the County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

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

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor Date

Margaret Brisbane, Director Date
Information Technology Department

George A. Perez, Interim Director Date
Miami-Dade Police Department

ATTEST:

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

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano Zapata Date
Assistant County Attorney
Miami-Dade County, Florida

VILLAGE OF PINECREST

Yocelyn Galiano Village Manager	Date
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Jason Cohen Chief of Police	Date
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Mitch Bierman Village Attorney	Date
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