

RESOLUTION NO. 14-44

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DORAL AND THE SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the South Florida Money Laundering Strike Force (SFMLSF) has agreed to purchase a police service dog from Metro Dade K-9 Services to be utilized by the City's Police Department; and

WHEREAS, although the City will bear all expenses and responsibility for housing, caring and maintaining the police service dog, the cost for the purchase of the dog will be borne by the SFMLSF as long as the City remains a member of the SFMLSF; and

WHEREAS, it is necessary to enter into a Memorandum of Understanding in order to document the terms and conditions of the purchase and subsequent utilization of the police services dog; and

WHEREAS, the City Council finds that entering into the Memorandum of Understanding with the SFMLSF is in the best interests of the City and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

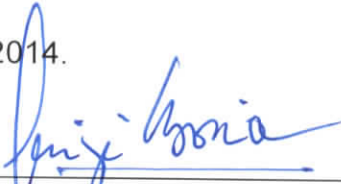
Section 2. Approval. The Memorandum of Understanding between the City of Doral and the South Florida Money Laundering Strike Force, a copy of which is attached as Exhibit "A", is hereby approved.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 12th day of MARCH, 2014.




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR
THE SOLE USE OF THE CITY OF DORAL.



JOHN HERIN, CITY ATTORNEY

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

THIS MEMEMORANDUM OF UNDERSTANDING (MOU) is made by and between the South Florida Money Laundering Strike Force (SFMLSF) and the City of Doral (CITY), a member of the SFMLSF through participation by the Doral Police Department (DEPARTMENT). This document is understood to be an expression of the intent of the parties to purchase a Police Service Dog from Metro Dade K-9 services for the price of \$10,000.00. (See contract proposal from Metro Dade K-9 Services attached as Exhibit "A") This MOU shall be effective as of the date the purchased Police Service Dog is surrendered to the CITY and/or the DEPARTMENT by Metro Dade K-9 Services.

Pursuant to this MOU, the SFMLSF shall purchase one (1) Police Service Dog from Metro Dade K-9 services for the price of \$10,000.00 using forfeited assets with the intent that the Police Service Dog shall be used by the CITY/DEPARTMENT for SFMLSF operations. The CITY/DEPARTMENT may use the Police Service Dog for CITY police operations so long as another equivalently trained police dog is available for SFMLSF operations. Further, the CITY and/or DEPARTMENT shall bear all expense and burden for housing, caring, and maintaining the Police Service Dog without any contribution, repayment or assistance from the SFMLSF.

Additionally, it is understood that since the assets used to purchase the Police Service Dog are joint assets held by the members of the SFMLSF, the CITY agrees that it shall remain a member of the SFMLSF for at least five (5) years from the effective date of this MOU and shall continue to provide one or more full-time trained dog handlers and the use of the Police Service Dog or another equivalently trained police dog for SFMLSF operations.

The parties agree that if the CITY/DEPARTMENT withdraws from the SFMLSF before the expiration of five (5) years from the effective date of this MOU, or if the SFMLSF shall be dissolved before the end of five (5) years, the CITY/DEPARTMENT shall maintain possession and have full ownership of the Police Service Dog; however, the CITY shall reimburse the SFMLSF \$2000.00 for each full year and/or \$167.00 for each month short of the agreed five (5) year/sixty (60) month MOU duration that the CITY does not or cannot fulfill due to either its withdrawal from the SFMLSF or the SFMLSF's dissolution. The parties further agree that if the CITY fails to reimburse the SFMLSF for any portion of the five (5) year/sixty (60) month MOU duration that it does not or cannot fulfill, the SFMLSF may withhold the CITY's/DEPARTMENT's shared asset distributions in an amount equal to the remaining unpaid of the CITY's/DEPARTMENT's commitment under this MOU.

SFMLSF/DORAL K-9 MOU 2014

Finally, it is agreed that if the CITY/DEPARTMENT fulfills its five (5) year/sixty (60) month commitment as outlined in this MOU, the CITY/DEPARTMENT will maintain full ownership of the Police Service Dog with no further monies owed.

SFMLSF:

_____ Date Signed: _____
John N. Perikles
Director, SFMLSF

City of Doral:

_____ Date Signed: _____
Joe Carollo
City Manager