

RESOLUTION No. 19-38

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL, THE DORAL POLICE DEPARTMENT, MIAMI-DADE COUNTY AND MIAMI-DADE POLICE DEPARTMENT TO ENHANCE THE ABILITY TO PERFORM A MYRIAD OF COMMUNICATION AND INFORMATION FUNCTIONS RAPIDLY AND ACCURATELY VIA THE COMPUTER AIDED DISPATCH (CAD) SYSTEM WITH AN INITIAL COST OF \$31,608.00 BUDGETED FROM ACCOUNT 001.22005.500652, AND AN ANNUAL RECURRING COST OF \$14,523.00 BUDGETED FROM ACCOUNT 001.22005.500460; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the purpose of this Interlocal Agreement is for the CAD integration system with Miami-Dade Police Department to provide real and accurate time view on all dispatched calls coming through Miami-Dade Police Communications. The CAD interface allows our call takers and officers to see the exact location of dispatched calls and calls currently holding within our jurisdiction. The ultimate goal of this initiative is to provide the City of Doral with a state of the art, integrated, commercially available Computer-Aided Dispatch/Mobile System that will collectively satisfy the needs of the Doral Police Department, as well as, the public safety needs of the residents of the City of Doral well into the 21st century. Recently, the Marjory Stoneman Douglas Public Safety Commission released its report on findings related to the school shooting on February 14, 2018. Several of its findings relates to Incident Communications, Interoperability and 911, Radio, and Computer-Aided Dispatch (CAD) System and how the failure of systems integration contributed to officers response to the shooting on that day; and

WHEREAS, our current agreement with Miami Dade County-700/800 MHz Regional Radio System for voice radio communications, will be enhanced by the CAD integration system with Miami Dade Police Communications. The agreement currently under consideration has a term until September 30, 2025 between the City of Doral and Miami Dade County with an initial cost of \$31,608.00 funded through account 001.22005.500652 and an annual recurring cost of \$14,523.00 funded through account

001.22005.500460.

WHEREAS, the Interlocal Agreement it will enhance the ability to perform a myriad of communication and information functions rapidly and accurately; and

WHEREAS, Staff has recommended that the City Council approve the Interlocal Agreement between the City of Doral and Doral Police Department and Miami Dade County and Miami Dade Police Department for the Computer Aided Dispatch System.

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 confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Interlocal Agreement between the City of Doral and Doral Police Department and Miami Dade County and Miami Dade Police Department for the Computer Aided Dispatch System, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Interlocal Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney. The agreement currently under consideration has a term until September 30, 2025 between the City of Doral and Miami Dade County with an initial cost of \$31,608.00 funded through account 001.22005.500652 and an annual recurring cost of \$14,523.00 funded through account 001.22005.500460.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of February, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF DORAL
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 Doral, 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 City), and its police department, the Doral Police Department, (hereinafter referred to as the Agency), hereinafter referred to collectively as the Parties.

WHEREAS, the County and the City 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 City 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 the County and the City, 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 City access to the Miami-Dade County CAD System and dispatch the Agency's emergency and non-emergency calls for service, and the City 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 City, a general rule has been applied:

Standard practices and process with the City and 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 CITY/AGENCY

The City/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 in the MDPD Departmental Manual as it 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. Provide payment in full to the MDPD on October 1st of each year in the amount for the next 12 month period, through September 30th of the following year, for actual costs associated with these services.

4. RESPONSIBILITIES OF THE COUNTY/MDPD

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

1. Provide full call taking and dispatch services to the City for both emergency and non-emergency calls for services;
2. Answer City/Agency calls for police service in accordance with MDPD policies and procedures. Specifically, City/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. Classify the processed calls for service 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 City for these services on a yearly basis in accordance with the fees detailed in Schedule A.

B. The County, by and through 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 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 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. PREVAILING MIAMI-DADE POLICIES

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

6. OWNERSHIP OF INFRASTRUCTURE

The County shall own all infrastructure/frequencies/talk groups/profiles associated with the system. In the event that the City 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 radio system and the County shall retain ownership of any infrastructure acquired or furnished in connection with the City'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 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 City in connection with the City's use of service. The City acknowledges that service disruption will occur from time to time and agrees to hold the County harmless for all such disruptions.

9. TRANSITION PERIOD

In the event of the termination or expiration of this Agreement, the County and the City 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.

10. RECORDS, INSPECTION, AUDIT

The County shall keep records with respect to the expenditure of funds paid by the City and the services provided to the City 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

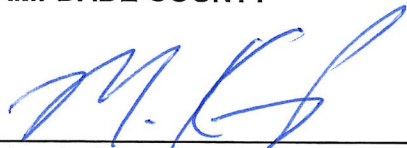
This Agreement shall be effective from the date of execution by the final signatory and shall expire on September 30, 2025, unless terminated earlier as specified below.

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 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 on the day and year written below.

MIAMI-DADE COUNTY



Carlos A. Gimenez, Mayor
Date 01/02/2019

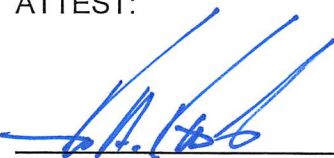
MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Angel Petisco, Director
Information Technology Department
Date



Juan J. Perez, Director
Miami-Dade Police Department
Date 11/16/2018


ATTEST:



Harvey Ruvin, County Clerk
Miami-Dade County, Florida
Date 1/4/19



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Anita Vician
Assistant County Attorney
Miami-Dade County, Florida
Date 1/2/19

01/05/2014

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01/05/14

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Schedule A
Interlocal Cooperation Agreement - City of Doral
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.	\$2,000.00	\$0.00
Microsoft Licensing	Microsoft Licensing	\$0.00	\$150.00
CAD software licensing specification	CAD Software License and maintenance costs	\$2,655.00	\$405.00
Firewall hardware specification	Firewall includes FIPS140-2 IPSEC compliance - 2 redundant Firewalls with support through 11/1/2021	\$17,000.00	\$0.00
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

Total		\$21,955.00	\$3,055.00
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Network hardware and connectivity		Cost	
Deliverable	Description	One-Time	Annual Recurring
Network hardware infrastructure specification	Network Switch	\$4,000.00	
Network hardware infrastructure specification	Labor/Engineering	\$1,000.00	
Network hardware infrastructure specification	UPS (if required)	\$1,000.00	
Network connectivity requirements (AT&T)	AT&T circuit installation and maintenance	\$550.00	\$6,600.00
ITD support costs	ITD Network Support (Block of 24 Hours annual)	\$3,103.00	\$3,103.00

Total		\$9,653.00	\$9,703.00
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Contact Information to Request Pricing	
Juan Aguirre, Infrastructure Systems Manager Miami-Dade Information Technology Department 5680 SW 87 Avenue • Miami, Florida 33173 Phone 305-596-8941	Miami-Dade County will contact agency and schedule site visit to inspect agencies existing facilities. The site visit by 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.