

**RESOLUTION No. 25-150**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERAGENCY AGREEMENT FOR ACCESS TO FCIC/NCIC VIA MIAMI-DADE SHERIFF'S OFFICE, FOR THE PURPOSE OF GAINING ACCESS TO INFORMATION SYSTEMS THAT PROVIDE CRITICAL CRIMINAL JUSTICE DATA AT BOTH THE STATE AND NATIONAL LEVEL; PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the interagency agreement will allow Miami-Dade Sheriff's Office and Doral Police Department to gain access to information systems that provide criminal justice data at State and National levels; and

**WHEREAS**, the Doral Police Department will be entitled to use, through agents and employees of Miami Dade Sheriff's Office ("MDSO"), the computer system provided via the MDSO for the purpose of gaining access to the Florida Crime Information Center ("FCIC") and National Crime Information Center ("NCIC"), Law Enforcement Interface Systems ("LEIS"), Electronic Arrest Form ("E A-Form"), and the Miami-Dade Criminal Justice Information Services ("CJIS") which is essential for police departments to access critical criminal justice data at both the state and national levels; and

**WHEREAS**, Staff has recommended that the City Council approve the Interagency Agreement for Access to FCIC/NCIC via Miami-Dade Sheriff's Office and the City of Doral through its Doral Police Department, in substantially the form attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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 Interagency Agreement for access to FCIC/NCIC via Miami-Dade Sheriff's Office and the City of Doral through its Doral Police Department, in substantially the form attached hereto as Exhibit "A", is hereby approved. The City Manager is hereby authorized to execute the Interagency Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

**Section 3. Implementation.** The City Manager and 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 take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Reinoso who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

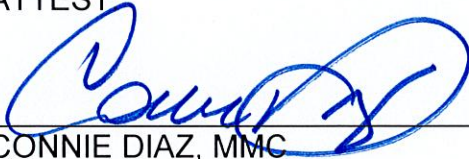
Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 4 day of June, 2025.



CHRISTI FRAGA, 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:



LORENZO COBIELLA  
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC  
CITY ATTORNEY

# EXHIBIT “A”

**INTERAGENCY AGREEMENT FOR  
ACCESS TO FCIC/NCIC VIA  
MIAMI-DADE SHERIFF'S OFFICE**

**WHEREAS**, this Agreement is entered into by and between the Miami-Dade Sheriff's Office ("MDSO"), and the City of Doral ("Doral"), through its Doral Police Department ("DPD") (collectively, the "Parties"), and

**WHEREAS**, the MDSO and the DPD are law enforcement or criminal justice agencies, formally recognized by the Federal Bureau of Investigation ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

**WHEREAS**, the MDSO and the DPD are both allowed access to the Florida Criminal Justice Network ("CJNet"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("III"), which are all hereafter collectively referred to as FCIC/NCIC, via network connectivity to the FDLE; and

**WHEREAS**, the DPD wishes to access FCIC/NCIC via the MDSO for the administration of criminal justice;

**NOW THEREFORE**, the Parties agree as follows:

**1. The DPD shall:**

- A. Be entitled to use, through agents and employees of the MDSO, the computer system provided via the MDSO for the purpose of gaining access to information systems including but not limited to FCIC/NCIC, Law Enforcement Interface System (LEIS), Electronic Arrest Form (e A-FORM), and the Miami-Dade CJIS System.
- B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said computer systems.
- C. Abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MDSO, dated **February 24, 2025**, a copy of which is attached to this Interagency Agreement.
- D. Only use the information technology systems for the administration of criminal justice.

**2. The MDSO shall:**

- A. Allow the DPD to access information systems including but not limited to FCIC/NCIC, LEIS, e A-FORM, and the Miami-Dade CJIS System, via the MDSO.
- B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said computer systems.

### **3. 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.

### **3. Amendments**

This Agreement may be amended as necessary, to include amendments for compliance with requirements regarding access to these information systems, as set forth by the FBI, the FDLE and/or the MDSO. All amendments must be in writing and executed by all Parties.

### **4. Term**

This Agreement shall be effective from the date of execution by the final signatory and shall continue for a period of four years.

### **5. Cancellation**

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice, except that the MDSO may terminate this Agreement immediately and without notice upon finding that the DPD has violated the terms of this Agreement.

**SIGNATURES ON THE FOLLOWING PAGE**

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

**FOR MDSO:**

\_\_\_\_\_  
Rosie Cordero-Stutz, Sheriff

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Janet Lewis, General Counsel

\_\_\_\_\_  
Date

**FOR CITY OF DORAL:**

\_\_\_\_\_  
Zeida Sardiñas, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edwin Lopez, Chief  
Doral Police Department

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Connie Diaz, MPA, MMC  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
~~Raul Gastesi, Jr.~~  
City Attorney  
Doral, Florida

\_\_\_\_\_  
Date