

RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI-DADE SHERIFF'S OFFICE (MDSO) FOR CRIMINAL JUSTICE NON-TERMINAL USER AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade Police Department (MDPD) officially transitioned to the Miami-Dade Sheriff's Office (MDSO) on January 7, 2025. As a result, all MDPD contracts must be re-executed in the name of the MDSO; and

WHEREAS, this will serve as an update to an existing agreement with the Village and Miami-Dade County and will extend the agreement to the newly established Sheriff's Office.

WHEREAS, the Village Manager wishes to enter into an agreement with Miami-Dade Sheriff's Office for Criminal Justice Non-Terminal User Authorization to facilitate information sharing between partner law enforcement agencies;

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with Miami-Dade Sheriff's Office for Criminal Justice Non-Terminal User Authorization Agreement to facilitate information sharing between partner law enforcement agencies.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of February, 2025.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

CRIMINAL JUSTICE NON-TERMINAL USER AUTHORIZATION AGREEMENT

BETWEEN

THE MIAMI-DADE SHERIFF'S OFFICE

AND

THE VILLAGE OF PINECREST

This Agreement is entered into between the Miami-Dade Sheriff's Office ("MDSO") and the Village of Pinecrest ("Pinecrest"), through its police department, the Pinecrest Police Department ("User Agency"). The primary purpose of this User Authorization Agreement ("Agreement") is to facilitate information sharing between partner law enforcement agencies.

WHEREAS, the MDSO agrees to provide access to users 24 hours a day, 7 days a week to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry and administrative information system as required to perform their new law enforcement functions;

WHEREAS, this authorization is for the purpose of entering, modifying, and canceling wanted/missing persons, property/guns, vehicle records, unidentified persons, stolen securities into the FCIC/NCIC system, and for making or receiving inquiries and administrative messages;

NOW THEREFORE, considering the foregoing, the parties, by their duly authorized officials, do mutually agree as follows:

MDSO Responsibilities:

1. Ensure that information received from the User Agency is complete and accurate.
2. Identify each record entered providing immediate follow-up for "hit" confirmation purposes.
3. Enter the information in the FCIC/NCIC wanted files.
4. Notify the User Agency immediately upon modification or cancellation of a record.

User Agency Responsibilities:

1. Provide MDSO with the necessary information, including a written case report within 72 hours from the date the report was written, so the MDSO can make entries into the FCIC/NCIC system. In an emergency, the information can be provided verbally and the User Agency shall immediately follow up with a written report.
2. Validate all entries within 72 hours from the date the reports were written.
3. Notify MDSO within 72 hours after receiving reports of wanted/missing persons, stolen vehicles/boats, stolen property/guns with complete and accurate information as required for inclusion in the FCIC/NCIC "wanted" files, including dental records for persons missing for longer than 30 days.
4. Ensure availability 24 hours a day, 7 days a week, to the MDSO to confirm records as needed.
5. Notify MDSO immediately upon modification or cancellation of a record.

6. Abide by all Florida Statutes, rules, policies and procedures regarding this information sharing agreement in accordance with the FCIC/NCIC, NLETS, and the MDSO as they relate to service being provided herein. The MDSO reserves the right to discontinue this Agreement without notice upon violation of the terms of this Agreement.

Indemnification: To the extent permitted by law and as limited by § 768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this Agreement. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other party of this Agreement and neither party intends a waiver of sovereign immunity or the limits provided by § 768.28, Florida Statutes. “Assume the liability” shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

Termination: This Agreement may be terminated without cause by either party with 30 days advance written notice.

Term: This Agreement is effective upon signature by all parties and will remain in effect unless terminated pursuant to the termination provisions described herein.

Amendments: This Agreement may be amended as necessary to comply with requirements regarding these information systems, as set forth by the FBI, the Florida Department of Law Enforcement (FDLE), and/or the MDSO. All amendments must be in writing and executed by all parties.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed to this Agreement as of the last day all signatures below are affixed.

FOR THE MIAMI-DADE SHERIFF’S OFFICE:

Rosie Cordero-Stutz, Sheriff

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Janet Lewis, General Counsel
General Counsel’s Office
Miami-Dade Sheriff’s Office

Date

FOR THE VILLAGE OF PINECREST:

Yocelyn Galiano, Village Manager

Date

Jason Cohen, Chief
Pinecrest Police Department

Date

ATTEST:

Priscilla Torres, Village Clerk
Pinecrest, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Mitchell Bierman
Village Attorney
Pinecrest, Florida

Date

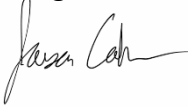


PINECREST
MEMORANDUM

Police Department

DATE: December 20, 2024

TO: Yocelyn Galiano, ICMA-CM, Village Manager

FROM: Jason Cohen, Chief of Police 

RE: Criminal Justice Non-Terminal Agreement with MDSO

Due to the Miami Dade Police Department's transformation into the Miami Dade Sheriff's Office (MDSO), the attached agreement necessitates signatures. This serves as an update to an existing agreement between the Village and Miami-Dade County. The new document will extend the agreement to the newly established Sheriff's Office.



Criminal Justice Non-Terminal User Authorization Agreement

This Agreement is entered between Miami-Dade County, by and through its department, the Miami-Dade Police Department, hereafter the **Host Agency**, with headquarters located at 9105 Northwest 25th Street and the Municipality/Entity and its Police Department named below, hereafter the **User Agency**. The primary purpose of this User Authorization Agreement is to facilitate information sharing between partner law enforcement agencies.

WHEREAS, Miami Dade County agrees to provide access to users 24 hours a day, 7 days a week to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry and administrative information system as required to perform their law enforcement functions,

WHEREAS, this authorization is for the purpose of entering, modifying, canceling wanted/missing persons, property/guns, vehicle records, unidentified persons, stolen securities into the FCIC/NCIC system, and for making or receiving inquiries and administrative messages,

NOW THEREFORE, in light of the foregoing, the parties, by their duly authorized officials, do mutually agree as follows:

Host Agency Responsibilities:

1. Ensure that information being received from the User Agency is complete and accurate.
2. Identify each record entered to allow immediate follow-up for hit confirmation purposes.
3. Enter the information in the FCIC/NCIC wanted files.
4. Notify the User Agency immediately upon modification or cancellation of a record.

User Agency Responsibilities:

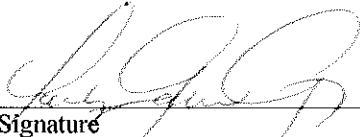
1. Provide the Host Agency with the necessary information, including a written case report within 72 hours from the date the report is written, so the Host Agency is able to make entries into the FCIC/NCIC system file. In an emergency, the information can be provided verbally and the User Agency shall follow-up immediately with a written report.
2. Responsible for the validation of all the entries within 72 hours from the date the reports are written.
3. Notify the Host Agency within 72 hours after receipt of reports of wanted/missing persons, stolen vehicles/boats, stolen property/guns with complete and accurate information as required for inclusion in the FCIC/NCIC wanted files, including dental records for persons missing over 30 days.
4. Ensure availability 24 hours a day, 7 days a week, to Host Agency to confirm records as needed.
5. Notify Host Agency immediately upon modification or cancellation of a record.
6. Abide by all Florida Statutes, rules, policies and procedures regarding this information sharing agreement in accordance with the FCIC/NCIC, NLETS, and the Host Agency as they relate to service being provided herein. The Host Agency reserves the right to discontinue this Agreement without notice upon violation of the terms of this agreement.


This Agreement will remain in effect until terminated by either party by providing the other with written notice at least 30 days in advance of its intention.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

FOR USER AGENCY:

Village of Pinecrest/Pinecrest Police Department
Municipality/Entity

By: 
Signature
Yocelyn Cubano Gomez Village Manager
Print Name and Title

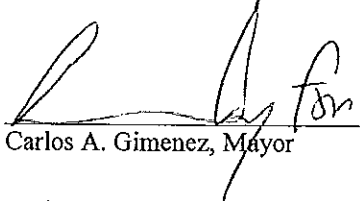
By: 
Signature
Samuel Ceballos, Jr., Chief
Print Name and Title

Dated: 7-27-13

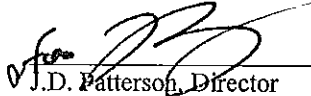
Dated: 09/26/13

FOR HOST AGENCY:

MIAMI-DADE COUNTY

By: 
Carlos A. Gimenez, Mayor

Dated: 8/19/2013

By: 
J.D. Patterson, Director
Miami-Dade Police Department

Dated: August 8, 2013

