



PINECREST
MEMORANDUM

Police Department

DATE: April 8, 2025
TO: Yocelyn Galiano, Village Manager
FROM: Jason Cohen, Chief of Police
RE: FCIC-NCIC agreement with MDSO

On January 7, 2025, the Miami Dade Police Department (MDPD) transitioned to the Miami Dade Sheriff's Office (MDSO). The Police Department had an agreement with MDPD for access to the Florida Crime Information Center (FCIC) and the National Crime Information Center (NCIC). That agreement has expired. The attached agreement with the newly formed Miami Dade Sheriff's allows us to continue accessing these critical systems.



RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH MIAMI DADE SHERIFF'S OFFICE (MDSO) FOR ACCESS TO FCIC/NCIC: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", authorizes public agencies to enter into Agreements for mutual benefit and to provide facilities to service the needs of local communities; and

WHEREAS, the Miami Dade Police Department (MDPD) transitioned to the Miami Dade Sheriff's Office (MDSO); and

Whereas, the attached agreement with the newly formed Miami Dade Sheriff's allows continuance of access to the Florida Crime Information Center (FCIC) and the National Crime Information Center (NCIC);

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

Section 1. That the Village Manager is hereby authorized to execute the attached interagency agreement with the Miami Dade Sheriff's Office for access to the Florida Crime Information Center (FCIC) and the National Crime Information Center (NCIC).

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

PASSED AND ADOPTED this 22nd day of May, 2025.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

**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 Village of Pinecrest ("Pinecrest"), through its Pinecrest Police Department ("PPD") (collectively, the "Parties"), and

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

NOW THEREFORE, the Parties agree as follows:

1. The PPD 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 PPD 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 PPD 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 THE VILLAGE OF PINECREST:

Yocelyn Galiano, ICMA-CM
Village Manager

Date

Jason Cohen, Chief
Pinecrest Police Department

Date

ATTEST:

Priscilla Torres, MMC
Village Clerk

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Mitchell Bierman
Village Attorney
Pinecrest, Florida

Date