

RESOLUTION No. 17-166

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SOUTHERN REGION AND THE CITY OF DORAL, IN SUBSTANTIALLY THE FORM PROVIDED, TO PROVIDE OFFICE SPACE WITHIN THE POLICE STATION WITH THE GOAL OF FURTHERING COOPERATION AND COORDINATION OF INVESTIGATIONS BETWEEN THE AGENCIES; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) regularly works with other governmental agencies with the objective of bringing increased services and information to the City’s residents; and

WHEREAS, the City’s Police Department desires to enhance investigation capabilities by further cooperating and coordinating with the Department of Children and Families (“DCF”); and

WHEREAS, to accomplish this goal, the City and DCF desire to enter into a memorandum of understanding (“MOU”) whereby the City agrees to provide DCF with office space at the City Police Station; and

WHEREAS, Staff has recommended that the City Council approve the MOU, in substantially the form provided in Exhibit “A”, between the Florida Department of Children and Families Southern Region and the City to allow the interested party to have office space within the police station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, 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 Memorandum of Understanding between the Florida Department of Children and Families Southern Region and the City, in substantially the form provided in Exhibit 'A,' which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is authorized to finalize and execute the MOU, subject to approval by the City Attorney as to form and legal sufficiency.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 27 day of September, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN REGION
AND
THE DORAL POLICE DEPARTMENT**

The Agencies named in this Memorandum of Understanding (“MOU”) agree to the following:

1. **Purpose:** The City of Doral, a municipal corporation located in Miami Dade County, Florida, (“City”) on behalf of The Doral Police Department (“DPD”) is making available office space within its police station (“available space”) to the Department of Children and Families (“DCF”) with the goal of furthering cooperation and coordination of investigations between the named Agencies.
2. **Location:** The available space will be located within the Doral Police Department, 6100 NW 99th Avenue Doral, Florida 33178. The available space shall consist of a locked office space. One (1) DCF child protective investigator shall be housed in the available space.
3. **Expenses to DCF:** DPD is providing the space referenced herein without cost or expense (rent, utilities) to DCF.
4. **Term.** The term of the MOU (the “Term”) shall commence on October 1, 2017 (the “Commencement Date”), or the date on which the MOU has been executed by all parties, whichever is later. The MOU is subject to two (2) automatic annual renewals (“Annual Renewal Term”) that will commence on the October 1, 2017 of each subsequent year unless a party terminates the MOU fourteen (14) days prior to the beginning of the Annual Renewal Term. The MOU shall expire on September 30, 2020 (the “Expiration Date”) unless the parties mutually agree to extend it through a written amendment.
5. **Indemnification:** DCF, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible, subject to the provisions of Florida Statutes Section 768.28, to the limits set forth in such statutes for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against DPD or DCF, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.
6. **Insurance:** DPD does not provide and will not maintain any insurance coverage for any DCF asset. Each party shall insure its own interests to the extent that is required by each party’s respective policies, procedures, regulations, or applicable law.
7. **DCF Access to Premises:** DCF employees, with written authorization from DCF, to access DPD space will be provided access to the space referenced herein seven (7) days a week, twenty-four (24) hours a day. DCF employees will be granted access through DPD’s security access entrance. DCF guests and members of the general public conducting DCF business will be personally escorted by the authorized DCF personnel at

all times while on DPD premises. DPD reserves the right to exclude any person from the facility in question at any time for security or safety reasons. DCF further understands that from time to time its employees may inadvertently be exposed to privileged or sensitive information and agrees that no such information will be released to any third party or used for any purpose not specifically authorized by DPD in writing. All DCF employees working at the facility referenced herein will be advised of this condition prior to entry.

8. **Liability.** Nothing in this MOU will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply. The provisions of this Section will survive the termination or expiration of this MOU.
9. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder (collectively, the "Notices") shall be in writing and shall be either personally delivered, sent via U.S. mail, return receipt requested, or sent by facsimile with receipt acknowledged, or deposited with any nationally recognized overnight carrier or courier that routinely issues receipts, and be addressed as follows:

DCF: Department of Children and Families
Attn: Regional Administration
401 NW 2nd Avenue, Suite N1007
Miami, Florida 33128

If to CITY:

With a copy to:

All notices shall be deemed given as of the date of delivery. Either Licensee or City may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party in the manner prescribed in this MOU.

10. **DCF Use of Premises:** DCF will not make or allow any unlawful or improper use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable. DCF shall have free use of the Common Areas (rest-rooms, client parking, conference rooms, Lobby seating) as determined by DPD's Facility Manager and subject to availability.
11. **No Modification of Premises without Permission:** DCF will not alter DPD premises without advance written permission from DPD.

12. **Return of Premises:** DCF must return its portion of the premises to DPD in substantially the same condition as it was received when DCF arrived, reasonable wear and tear expected.

13. **Assignment:** DCF shall not assign or sublease its rights under this MOU, without the prior written approval of DPD.

14. **Miscellaneous:**

- a. This MOU reflects the entire agreement between the parties and supersedes any and all prior agreements, understandings, or discussions, whether written or oral.
- b. DCF, City and DPD represent and warrant they have the full right, power and authority to enter this MOU and the persons signing below have the authority to bind their respective entities.
- c. This MOU may only be modified or amended pursuant to a written amendment and only after executed by the parties.
- d. City, DPD and DCF understand, agree, and acknowledge that (i) this MOU has been freely negotiated by the parties; and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this MOU or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted this MOU of any portion thereof.
- e. This MOU does not make any party the agent, legal representative, partner or joint venture of the other for any purpose whatsoever. DCF has no right to create any obligation or responsibility, express or implied, on behalf of or in the name of the City or to bind the City in any manner or concerning any matter. Neither DCF nor its employees shall be deemed an employee of the City for any purpose. It is expressly understood and agreed that DCF and its employees shall in no event be entitled to any City benefits.

15. **Effective Date.** This four (4) page MOU becomes effective upon execution by all authorized representatives and will remain in effect until superseded.

Department of Children and Families
Southern Region

Doral Police Department

Deputy Regional Managing Director Date

[insert title] Date

City of Doral

City Manager

Date