TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: February 25, 2025

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2994.25 - Approving a Criminal Justice Non-Terminal User Authorization Agreement Memorandum of Understanding with Miami Dade Sheriff's Office and The Town of Golden Beach.

Item Number:
4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2994.25 as presented.

Background:

The Town of Golden Beach has entered into an agreement, which provides 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.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no additional cost to the Town to participate in the Criminal Justice Non-Terminal Authorization Agreement.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. <u>2994.25</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF GOLDEN BEACH, FLORIDA, APPROVING A CRIMINAL
JUSTICE USER AGREEMENT BETWEEN THE TOWN AND
THE MIAMI-DADE SHERIFF'S OFFICE; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida wishes to

enter into a Criminal Justice Non-Terminal User Authorization Agreement between the

Town and the Miami Dade Sheriff's Office, attached to this Resolution as Exhibit "A"; and

WHEREAS, the Town Council believes that it is in the Town's best interest to enter

into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN

OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above-stated recitals is hereby

adopted and confirmed.

Section 2. **Agreement Approved.** That the Agreement is hereby

approved in substantially the form attached hereto as Exhibit "A," and the Mayor is

authorized to execute the Agreement on behalf of the Town once approved as to form and

legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are authorized

to take any and all action which is necessary to implement this Resolution.

Section 4. **Effective Date.** That this Resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration.

The Motion to adopt the foregoing resolution was offered by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

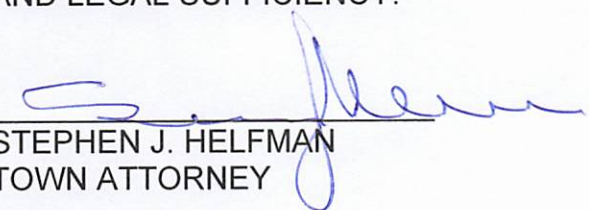|	
Mayor Glenn Singer	Aye
Vice Mayor Bernard Einstein	Aye
Councilmember Kenneth Bernstein	Not Present
Councilmember Jaime Mendal	Aye
Councilmember Judy Lusskin	Aye

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 25th day of February, 2025.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

CRIMINAL JUSTICE NON-TERMINAL USER AUTHORIZATION AGREEMENT
BETWEEN
THE MIAMI-DADE SHERIFF'S OFFICE
AND
THE TOWN OF GOLDEN BEACH

This Agreement is entered into between the Miami-Dade Sheriff's Office ("MDSO") and the Town of Golden Beach ("Golden Beach"), through its police department, the Golden Beach 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.
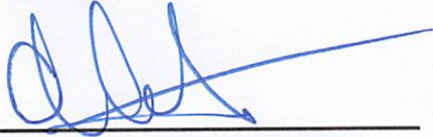
Amendments: This Agreement may be amended as necessary to comply with requirements regarding these information systems, as set forth by the FBI, the Florida Department of Law Enforcement (FDLE), and/or the MDSO. All amendments must be in writing and executed by all parties.
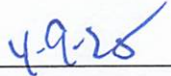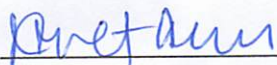
SIGNATURES ON THE FOLLOWING PAGES

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:

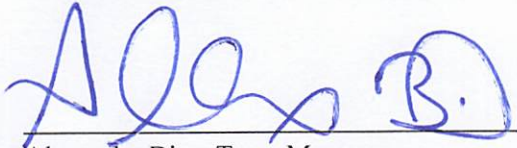_____   4-9-25
Rosie Cordero-Stutz, Sheriff   Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____   4/2/25
Janet Lewis, General Counsel   Date
General Counsel's Office
Miami-Dade Sheriff's Office

FOR THE TOWN OF GOLDEN BEACH:

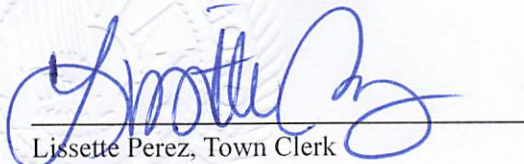_____   3/3/25
Alexander Diaz, Town Manager   Date

_____   3/3/25
Rudy Herbello, Chief   Date
Golden Beach Police Department

ATTEST:

_____   3/3/25
Lissette Perez, Town Clerk   Date
Town of Golden Beach, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____   3/7/25
Stephen Helfman   Date
Town Attorney