

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MIAMI-DADE COUNTY  
AND THE CITY OF MIAMI BEACH  
FOR FORENSIC SERVICES**

This Memorandum of Understanding (MOU) is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the County), and its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the City of Miami Beach, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), and its police department, the Miami Beach Police Department, (hereinafter referred to as the MBPD and collectively as the Parties).

WHEREAS, the MDPD's Forensic Services Division Crime Laboratory ("Crime Lab") provides forensic services to all local agencies within the County, as well as to state and federal agencies, upon request; and

WHEREAS, the use of forensic-led technology to apprehend and prosecute criminals should reduce crime both inside and outside City limits regardless of where criminals are ultimately apprehended; and

WHEREAS, the application of forensic services has expanded and more items per case are submitted for analysis; and

WHEREAS, the City submits a great number of cases to the MDPD's Crime Lab and determined that it is in the best interest of the Parties for the City to fund two (2) Criminalist I positions ("Criminalists") to work in the MDPD's Crime Lab.

NOW, THEREFORE, BE IT KNOWN that the County and the City, in consideration for mutual promises and covenants contained herein, agree to abide by and be bound by the following terms and conditions:

**1. RESPONSIBILITIES OF THE CITY**

The City agrees to:

- a. Provide funding to the County, via the MDPD, for use to reimburse for the salary, benefits, and all related operating expenses of employing two (2) Criminalists in the MDPD's CL. Said funding may vary from year to year to account for, but not be limited to, changes to collective bargaining, cost of living increases, etc., which shall be subject to appropriation and approval by the City Commission during the City's annual budgetary process.
- b. Reimburse the County monthly based on an itemized invoice provided by the County.

**2. RESPONSIBILITIES OF THE COUNTY**

The County, by and through the MDPD, agrees to:

- a. Employ two (2) Criminalists as regular staff members of the MDPD Crime Lab and afford those individuals with all County employee benefits.
- b. The two (2) Criminalists shall be qualified and perform forensic drug testing services for those cases submitted by MBPD.
- c. During the term of this Agreement, the two (2) Criminalists shall prioritize the forensic drug testing services for those cases submitted by MBPD.
- d. Provide the City with a monthly itemized invoice indicating the monthly compensation, benefits, and expenses paid to the Criminalists.
- e. Provide the City with a copy of the payroll register and any other supporting documentation along with the monthly itemized invoice.
- f. Adjust the budget line items as needed from year to year, to account for, but not be limited to, changes to collective bargaining, cost of living increases, etc.

**3. PREVAILING MIAMI-DADE POLICIES**

Employment of the Criminalists is governed by and construed in accordance with County policy. The Criminalists shall comply with all MDPD policies and procedures as outlined in the current MDPD Departmental Manual and the MDPD Crime Lab's Standard Operating Procedures.

**4. INDEMNIFICATION**

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

**5. NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this MOU.

**6. TERM**

This MOU shall become effective on the date of execution by all parties and shall continue for a one-year period. This MOU may be renewed, in writing, on a year-to-year basis for nine (9) additional one-year terms.

**7. CANCELLATION**

The County or City may cancel this MOU by providing at least thirty (30) days written notice to the other party prior to the expiration of the respective one-year period.

**8. MODIFICATIONS**

This MOU may be modified upon the mutual consent of the parties. Any modification shall be in writing and executed by the City Manager, Miami Beach Police Chief, the County Mayor or County Mayor's designee, and the MDPD Director.

**9. NOTICES/POINT OF CONTACT**

Any notices hereunder shall be in writing and provided by personal service, U.S. mail or electronic mail, addressed as follows:

If to COUNTY to: Stephanie V. Daniels, Director or current Director  
Miami-Dade Police Department  
9105 NW 25 Street  
Doral, Florida 33172  
Directorsoffice@mdpd.com

With a copy to: Stephanie Stoiloff, Chief Scientific Officer  
Forensic Services Division  
Miami-Dade Police Department  
9105 NW 25 Street  
Doral, Florida 33172  
Sstoiloff@mdpd.com

If to CITY to: Wayne A. Jones, Chief or current Police Chief  
Miami Beach Police Department  
1100 Washington Ave  
Miami Beach, Florida 33139  
Waynejones@miamibeachfl.gov

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective and duly authorized officers on the day and year written below.

AGREED TO AND ACKNOWLEDGED BY:

**CITY OF MIAMI BEACH, FLORIDA**

**MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Alina T. Hudak, City Manager

\_\_\_\_\_  
Daniella Levine Cava, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Wayne A. Jones, Chief of Police

\_\_\_\_\_  
Stephanie V. Daniels, Director  
Miami-Dade Police Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Juan Fernandez-Barquin  
Clerk of the County and Comptroller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Rafael A. Paz, City Attorney

\_\_\_\_\_  
Anita Viciano Zapata  
Assistant County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_