

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY OF FORT
LAUDERDALE AND THE SHERIFF OF BROWARD COUNTY, FLORIDA,
FOR CITY CRIMINALIST I**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU" or "Agreement") is made and entered this _____ day of _____, 2015, by and between City of Fort Lauderdale, a Florida municipality, (hereinafter referred to as "CITY") and Scott Israel, as Sheriff of Broward County, Florida, (hereinafter referred to as "SHERIFF").

WHEREAS, Broward County, a political subdivision of the State of Florida, (hereinafter referred to as ("COUNTY")) has contracted with SHERIFF to manage and operate COUNTY's Crime Lab; and

WHEREAS, CITY is one of the cities in the COUNTY whose DNA evidence is processed in the COUNTY's Crime Lab; and

WHEREAS, CITY is the largest city in Broward County and is responsible for the largest volume of DNA evidence to be processed by COUNTY's Crime Lab; and

WHEREAS, as a direct result of CITY's large volume of DNA evidence, there is a backlog of City DNA evidence to be processed, such that CITY desires to employ a DNA Criminalist I to assist with the forensic analysis so as to reduce the CITY's backlog; and

WHEREAS, SHERIFF and CITY recognize the benefit of adding the city employee in the position of DNA Criminalist I to reduce CITY's backlog which will be in the best interest of the citizens of CITY by solving criminal matters sooner so that the apprehension and prosecution of criminals will be timely processed; and

WHEREAS, SHERIFF and CITY enter into this Agreement for the purpose of establishing policy and procedures for the CITY's employee who will be working in COUNTY's Crime Lab,

NOW, THEREFORE, SHERIFF and CITY, in consideration of the mutual promises contained herein, agree as follows:

I. **CITY's RESPONSIBILITIES:**

The CITY's responsibilities shall include the following:

1. CITY shall be responsible for hiring an employee in the classification of DNA Criminalist I (hereinafter referred to as "CITY Criminalist I") in accordance with the hiring practices and procedures of the CITY, to include,

but not be limited to adherence to the CITY compensation and benefits for like employees. CITY agrees to conduct a background check and polygraph examination on any prospective hiring for the position of CITY Criminalist I. Additionally, the Sheriff will be afforded the opportunity to take part in the hiring of the CITY Criminalist I, however, the ultimate decision to hire rests with the CITY. It is understood by the parties that CITY Criminalist I will work to reduce the backlog of CITY cases and on new CITY cases. The parties acknowledge that, from time to time, CITY Criminalist I may be requested to assist with other than CITY cases.

2. CITY will assign a CITY liaison from its Criminal Investigations Division (hereinafter referred to as "CID") to work with the CITY Criminalist I and in conjunction with Crime Lab management regarding assignments, including the request for assistance with other than CITY cases. The liaison will ensure that the CITY Criminalist I's schedule is communicated to the Crime Lab Management and coincides with Crime Lab hours. This schedule will include regular duty hours to include a forty (40) hour work week, excluding holidays observed by the CITY. All overtime, with the exception of time requested by SHERIFF to assist with cases from another jurisdiction for which SHERIFF is responsible for payment, will be subject to the CITY CID Command staff's approval.

3. CITY understands that in order for CITY Criminalist I to operate within the Crime Lab, he/she will be required to meet and maintain ASCLD/ISO 17025 and FBI Quality Assurance standards, as amended from time to time and attend mandatory training in order to comply with the Crime Lab's standard operating procedures (hereinafter referred to as "SOP's"). SHERIFF will provide, when available, in house training of CITY Criminalist I, at the Sheriff's expense, to be compliant with Lab standards and SOP's. The expenses for any required outside training will be the responsibility of the CITY.

4. CITY agrees to assume all personnel costs for the CITY Criminalist I, including salary, overtime payments, if applicable, and fringe benefits consistent with CITY policy. City shall be responsible for assuming the cost of wages, compensation, contribution to pension funds, insurance premiums, worker's compensation funds (Chapter 440, FSA), or other recognized employee benefits or fringe benefits, if any. Authorizing overtime, if applicable, is the responsibility of CITY, except that the SHERIFF shall reimburse the CITY for any overtime paid the CITY Criminalist I for work attributable to other-than-CITY cases, with the exception of peer review which shall not exceed twenty percent (20%) of the work week, within thirty days following the end of the pay period in which such work is performed. SHERIFF shall not be liable for compensation, contribution or indemnity to CITY Criminalist I for any illness or injury of any kind whatsoever, arising out of such employment and the performance of services, duties and responsibilities contemplated herein, except for any illness or injury sustained due to the negligence of the SHERIFF or the

negligence of any officer, employee, agent, contractor, or volunteer of the SHERIFF.

5. In the event that CITY Criminalist I's action requires discipline, the CITY's disciplinary policies and procedures shall govern any and all disciplinary actions. Crime Lab Management will document complaints against CITY Criminalist I and will forward to CITY in a timely manner to determine what, if any discipline is appropriate. The City shall have the responsibility for all disciplinary notifications, investigation of the complaint, and any other disciplinary procedures promulgated by CITY. CITY acknowledges that the CITY Criminalist I can be dismissed from the Crime Lab for any action that affects the integrity of forensic results or any violation of the ASCLD/ISO 17025 standards, or Crime Lab SOP's, or SHERIFF's policy.

6. Should CITY Criminalist I be dismissed or resign, CITY will endeavor to recruit a replacement that meets Crime Lab specifications.

II. SHERIFF'S RESPONSIBILITIES:

1. SHERIFF will supply CITY Criminalist I with all equipment, materials and supplies necessary to carry out his/her normal work activities.

2. SHERIFF agrees to provide limited supervision of CITY Criminalist I to ensure that CITY Criminalist I abide by ASCLD/ISO 17025 standards, and Crime Lab SOP's, and SHERIFF's policy. Regarding assignments, at the request of CITY liaison to Lab management, CITY Criminalist I may be asked to prioritize or expedite certain CITY DNA cases for forensic analysis.

3. CITY Criminalist I shall supply quarterly status reports, to include cases completed within the quarter, all new cases collected for forensic analysis, and other-than-CITY cases on which the CITY Criminalist I worked during the quarter. The SHERIFF and Lab management agree to meet with the CITY liaison quarterly to discuss the status reports and performance objectives.

4. In the event the CITY is required to conduct a disciplinary investigation regarding the conduct of the CITY CRIMINALIST I, the SHERIFF agrees to fully cooperate with the CITY's internal investigation and any other disciplinary proceeding.

III. EMPLOYMENT STATUS OF CRIMINALIST I

The CITY Criminalist I is at all times a civilian employee of CITY and not an employee of SHERIFF. The parties acknowledge however, that, because his/her employment location is within the Crime Lab, CITY agrees to require CITY Criminalist I, as a condition of employment, at all times to abide by

ASCLD/ISO 17025 standards, SHERIFF's policy and Crime Lab SOP's at the general direction of Crime Lab Management.

IV. GOOD FAITH

CITY and SHERIFF agree to cooperate with each other during the course of this Agreement. While it is understood that SHERIFF's guidelines for the Crime Lab will be followed, the parties agree to communicate any unforeseen issues or matters that arise to attempt to resolve said issues or matters.

V. LIABILITIES/INDEMNIFICATION

Each party, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2014), as may be amended or revised, agrees to indemnify and hold harmless the other party ("Indemnitee") from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the indemnifying party while acting within the scope of the employee's office or employment under circumstances in which the indemnifying party, if a private person, would be liable to the Indemnitee, in accordance with the general laws of the State of Florida. Nothing herein shall constitute a waiver of sovereign immunity beyond that permitted by Florida law.

VI. DURATION/TERMINATION

This MOU shall remain in effect until terminated as specified below. Continuation of this MOU shall be subject to budget appropriation by the CITY and the availability of necessary funding. This Agreement may be modified at any time upon written agreement of the parties.

Either party may terminate this Agreement for cause giving rise to disciplinary action against the CITY Criminalist by providing a thirty (30) day written notice to the other party of its intent to terminate. However, the parties may, upon mutual consent, terminate this Agreement for any reason.

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

**SCOTT J. ISRAEL, as Sheriff
of Broward County, Florida**

Scott J. Israel, Sheriff

Date

Approved as to form and legal sufficiency

subject to execution by the parties:

By: _____
Ronald M. Gunzburger, General Counsel

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CITY OF FORT LAUDERDALE

ATTEST:

Jonda K. Joseph, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Assistant City Attorney