MEMORANDUM OF UNDERSTANDING
RAPID DNA TESTING

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between Orlando Rolón as Chief of Police for the City of Orlando (hereinafter "CHIEF") and John W. Mina, the Sheriff of Orange County, Florida (hereinafter "SHERIFF").

WHEREAS, SHERIFF houses and operates within his Forensics Unit an ANDE 6C Instrument for rapid DNA testing for the purpose of furthering criminal investigations;

WHEREAS, SHERIFF operates the ANDE instrument utilizing the Federated ANDE Information Retrieval Software (FAIRS) to store, match and retrieve DNA profiles;

WHEREAS, analyzing DNA samples with the ANDE 6C Instrument requires the use of consumable ANDE Chips; and

WHEREAS, CHIEF desires to submit DNA samples to SHERIFF for analysis on SHERIFF'S ANDE 6C Instrument;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, SHERIFF and CHIEF agree as follows:

CHIEF'S RESPONSIBILITIES:

1. CHIEF'S Crime Scene Unit investigators will submit to SHERIFF'S Forensic Unit DNA samples for analysis on SHERIFF'S ANDE 6C Instrument. CHIEF understands that the results from said analysis are for the limited purpose of elimination, inclusion, or identification of potential suspect(s) in a particular crime.

2. CHIEF understands that any results from ANDE 6C analysis will not conclusively establish identity or probable cause in any particular case. CHIEF agrees that the data collected from CHIEF'S submissions will become SHERIFF'S property.

3. CHIEF understands and agrees that any samples submitted for ANDE 6C Instrument analysis will have to comply with SHERIFF'S policy and protocol regarding DNA evidence submission. SHERIFF'S Forensic Unit will decide if the sample submitted is sufficient for analysis and in compliance with SHERIFF'S DNA evidence submission standards.

4. CHIEF understands that SHERIFF'S Forensic Unit will not accept first submission samples for sexual assault cases or any sex offense case. CHIEF further understands and agrees that submissions to SHERIFF'S Forensic Unit do not qualify as compliance with §943.326, Fla.Stat.

5. CHIEF will pay SHERIFF $15,000 for the purchase of twenty (20) ANDE Chips for use in CHIEF'S submissions. Once the initial ANDE Chips are consumed, CHIEF will be required to pay SHERIFF for the purchase of additional ANDE Chips before SHERIFF will accept additional submissions for analysis. SHERIFF and CHIEF will negotiate the quantity of additional ANDE Chips to be purchased.

SHERIFF'S RESPONSIBLITIES:

6. SHERIFF'S Forensic Unit will provide CHIEF'S Crime Scene Unit Officers the results of the ANDE 6C analysis for all of CHIEF'S submissions to SHERIFF.

7. SHERIFF'S Forensic Unit will account to CHIEF for ANDE Chips utilized in the analysis of CHIEF'S submissions and will notify CHIEF when the initial twenty (20) ANDE Chips have been consumed.

TERM AND TERMINATION:

8. This MOU will be in effect until cancelled or terminated by either party. Either party to this MOU may cancel this agreement, with or without cause, upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, SHERIFF and CHIEF have made and executed this MOU on the respective dates under each signature.

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SHERIFF OF ORANGE COUNTY

_____ Date: _____

John W. Mina
as Sheriff of Orange County, Florida

FOR USE AND RELIANCE ONLY BY THE SHERIFF OF ORANGE COUNTY, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF _____, 2020.

_____
Assistant General Counsel

ORLANDO POLICE DEPARTMENT

_____
Orlando Rolón
Chief of Police

ATTEST:

_____
City Clerk

APPROVED:
CITY OF ORLANDO, FLORIDA

_____
Buddy Dyer
Mayor

APPROVED BY THE CITY COMMISSION OF THE CITY OF ORLANDO, FLORIDA, AT A MEETING HELD ON

_____
UNDER AGENDA NO._____.

FOR USE AND RELIANCE ONLY BY THE CITY OF ORLANDO, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2020.

_____
City Attorney