

RESOLUTION NO. 2011-26-1419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE USE OF LICENSE PLATE READER ("LPR") TECHNOLOGY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of its strategy to provide effective service and decrease the amount of auto thefts occurring within the City of Miami Gardens, the Miami Gardens Police Department utilizes the latest technology and resources, and

WHEREAS, one of the most advance tools available to the law enforcement community is the License Plate Reader ("LPR"), and

WHEREAS, the LPR is a device that has the ability to read and query thousands of license plates in a short span of time, and

WHEREAS, the ability to scan and make inquiries will result in the increased recovery of stolen vehicles and the apprehension of criminals, and

WHEREAS, use of the LPR requires the execution of a Supplement Agreement with the Florida Department of Law Enforcement to document the terms and conditions of the use of information retrieved through license plate screening technology, and

WHEREAS, there are no costs associated with the use of the LPR,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to execute that certain Supplemental Agreement with the Florida Department of Law Enforcement for the use of License Plate Reader ("LPR") Technology, attached hereto as Exhibit "A".

Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one to be maintained by the City, and one to be delivered to the Florida Department of Law Enforcement.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON FEBRUARY 9, 2011.

  
\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: Councilman Gilbert  
Second by: Vice Mayor Campbell

**VOTE: 4-0**

Mayor Shirley Gibson	<u>  X  </u> (Yes)	<u>      </u> (No)
Vice Mayor Aaron Campbell	<u>  X  </u> (Yes)	<u>      </u> (No)
Councilwoman Lisa Davis	<u>  X  </u> (Yes)	<u>      </u> (No)
Councilman Oliver Gilbert, III	<u>  X  </u> (Yes)	<u>      </u> (No)
Councilwoman Sharon Pritchett	<u>      </u> (Yes)	<u>      </u> (No) (not present)
Councilwoman Felicia Robinson	<u>      </u> (Yes)	<u>      </u> (No) (not present)
Councilman Andre' Williams	<u>      </u> (Yes)	<u>      </u> (No) (not present)



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<b>February 9, 2011</b>		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</b>		<b>No</b>
					X		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Objective/Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A			
	X						
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Police Department</b>			

### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE USE OF LICENSE PLATE READER ("LPR") TECHNOLOGY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

### Staff Summary:

As a part of our strategy to provide effective service and decrease the amount of auto thefts occurring within the City of Miami Gardens, the Miami Gardens Police Department utilizes the latest technology and resources. One of the more advanced tools available to the law enforcement community is the License Plate Reader (LPR). The LPR is a device that attaches to a police vehicle and can read and query thousands of license plates in a short time span.

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
License Plate Reader Technology**

The ability to scan and make inquiries will result in a larger amount of stolen vehicles being recovered and aid in the apprehension of criminals who have committed crimes and had their license tags entered into a law enforcement tracking network. Use of the LPR requires the execution of a supplemental agreement with the Florida Department of Law Enforcement to document the terms and conditions governing use of the information processed by the LPR.

**Proposed Action:**

That the City Council authorizes the City Manager to execute the attached agreement with the FDLE outlining use of information related to the LPR.

**Attachment:**

Attachment A: License Plate Reader Supplemental Agreement

# LICENSE PLATE READER SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT

This Agreement supplements the Criminal Justice User Agreement entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, and the Miami Gardens Police Dept. with headquarters at 1020 N.W. 163<sup>rd</sup>. Drive ,Miami Gardens, Fl. 33169 (hereinafter referred to as the User), and dated \_\_\_\_\_.

**PURPOSE:** The purpose of this Supplemental Agreement is to document the terms and conditions under which FDLE will make certain information (as specified below under Terms and Conditions) available to state and local criminal justice agencies for use in comparing such information against scanned vehicle license plate numbers retrieved by means of license plate screening technology from mobile and fixed sites.

**ASSOCIATED AGREEMENTS:** Both the aforementioned Criminal Justice User Agreement and the Memorandum of Understanding between the FBI and FDLE concerning the FBI's transmission of information (as specified below under Terms and Conditions) from the NCIC to FDLE, are incorporated herein by reference. A copy of the latter is attached hereto.

## **TERMS AND CONDITIONS:**

FDLE agrees to provide access to the information services described above and will adhere to the following terms and conditions:

1. Provide the User with access to files extracted from the FCIC and NCIC hot files, and Florida Department of Highway Safety and Motor Vehicles (DHSMV) Expired Tag File and Sanctioned Driver File;
2. Provide updated extract information from FCIC, updated eight times per day and including information from all FCIC records with license plate data, except Intel-flagged records;
3. Provide updated extract information from NCIC as often as made available by the FBI, including license plate information from the NCIC Vehicle, License Plate and Wanted Person files, and from other files as may be made available by the FBI;
4. Provide updated extract information from DHSMV as often as made available by DHSMV;
5. Respond to specific inquiries from the User; and
6. Provide the User with the name and contact information of FDLE technical and administrative points of contact.

By accepting access to the information services described above, the User agrees to adhere to the following terms and conditions:

1. Use the FCIC/NCIC/DHSMV extracts for criminal justice purposes only;

2. Control access to the CJNet and FDLE FTP server so as to deny direct access by the User's license plate screening technology vendor;
3. Execute a Memorandum of Understanding with the User's license plate screening technology vendor restricting the vendor's use of information obtained for this program from FDLE to criminal justice purposes and precluding such use for an entity other than the User;
4. Update its local database as FCIC/NCIC/DHSMV updates become available, assuring that information deleted from the FCIC/NCIC/DHSMV system is also deleted from all local databases;
5. Confirm data extract hits are still active in FCIC/NCIC, at the earliest reasonable opportunity, and before taking enforcement action, in accordance with current hit confirmation policy;
6. Confirm, via an FCIC driver license or vehicle registration transaction, that DHSMV data extract hits correspond to current, live DHSMV data, at the earliest reasonable opportunity, and before taking enforcement action; and
6. Provide and update the FDLE with the name and telephone number of technical and administrative points of contact.

**TERMINATION:** Either party may terminate this Supplemental Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as originally provided in this Supplemental Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Supplemental Agreement accordingly.

FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Supplemental Agreement or any pertinent federal or state law, regulation or rule.

**MODIFICATIONS:** Modifications to the provisions in this Supplemental Agreement shall be valid only through execution of a formal amendment.

**TERM OF AGREEMENT:** This Supplemental Agreement will become effective upon signature of both parties and will remain in force until it is determined by FDLE that a new agreement is required. The User Agency should initiate the execution of a new agreement when a change of agency head occurs.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

**NAME OF USER AGENCY:** Miami Gardens Police Dept.

**AGENCY HEAD**

Dr. Danny Crew **TITLE:** City Manager  
(PLEASE PRINT)

\_\_\_\_\_  
(SIGNATURE)

**DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
(PLEASE PRINT)

\_\_\_\_\_  
(SIGNATURE)

**DATE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**Agency Contact Information**

**User Administrative Point of Contact**

Name: Sgt. Christopher N. Dee

Phone: 786-972-1449

Email: Christopher.dee@mqpdf.org

**User Technical Point of Contact**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**FDLE Administrative Point of Contact**

Name: Larry Coffee

Phone: (850) 410-8192

Email: larrycoffee@fdle.state.fl.us

**FDLE Technical Point of Contact**

Name: Harrison Rivers

Phone: (850) 410-8349

Email: harrisonrivers@fdle.state.fl.us