

**RESOLUTION No. 10 – 29**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE PROVISION OF MAKING INFORMATION AVAILABLE TO STATE AND LOCAL CRIMINAL JUSTICE AGENCIES FOR USE IN COMPARING SUCH INFORMATION AGAINST SCANNED VEHICLE LICENSE PLATE NUMBERS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the purpose of a Supplement to Criminal Justice User Agreement with the Florida Department of Law Enforcement (FDLE) makes information available to state and local criminal justice agencies for use in comparing such information against scanned vehicle license plate numbers; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into a Supplement to Criminal Justice User Agreement with the FDLE presented herein as Exhibit "A."

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the City Manager to negotiate and enter into a Supplement to Criminal Justice User Agreement with the FDLE presented herein as Exhibit "A."

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

|                             |     |
|-----------------------------|-----|
| Mayor Juan Carlos Bermudez  | Yes |
| Vice Mayor Robert Van Name  | Yes |
| Councilman Pete Cabrera     | Yes |
| Councilman Michael DiPietro | Yes |
| Councilwoman Sandra Ruiz    | Yes |

PASSED and ADOPTED this 10<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT “A”

# 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 \_\_\_\_\_, with headquarters at \_\_\_\_\_, (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 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;
2. Provide updated extract information from FCIC (the extract is updated eight times per day and includes 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 (the extract includes license plate information from the NCIC Vehicle, License Plate and Wanted Person files, and from other files if made available by the FBI);
4. Respond to specific inquiries from the User; and
5. Provide the User with the name and contact information of an FDLE technical and an administrative point 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 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 use of information obtained for this program from FDLE,

whether from the CJNet or from FDLE's limited access Internet site, to criminal justice purposes and limited to the User;

4. Update its local database as FCIC/NCIC updates become available, ensuring that information deleted from the FCIC/NCIC system is also deleted from all local databases;
5. Confirm 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; and
6. Provide and update the FDLE with the name and telephone number of a technical and an administrative point 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** \_\_\_\_\_

**AGENCY HEAD**

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

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

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

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

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

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

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

DATE \_\_\_\_\_

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

**User Administrative Point of Contact**

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

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

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

**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) 419-8349

Email: harrisonrivers@fdle.state.fl.us