

MEMORANDUM

Agenda Item No. 8(I)(1)

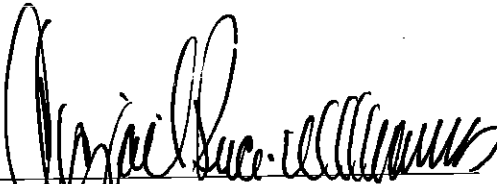
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Memorandum of Understanding between the Pinellas County Sheriff's Office and Miami-Dade County, by and through the Miami-Dade Police Department, for access to the Face Analysis Comparison and Examination System, effective upon signature by all parties and continuing until terminated by either party; authorizing the County Mayor to execute the Memorandum of Understanding; and authorizing the County Mayor to exercise amendments, renewals, terminations and other provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez, and Co-Sponsors Commissioner Jose "Pepe" Diaz, Commissioner Sally A. Heyman and Vice Chairwoman Rebeca Sosa.


Abigail Price-Williams
County Attorney

APW/smm

Memorandum



DATE: December 3, 2019

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

SUBJECT: Resolution Approving the Memorandum of Understanding between Miami-Dade County and the Pinellas County Sheriff's Office for Access to the Face Analysis Comparison and Examination System

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the Interagency Agreement between the Pinellas County Sheriff's Office and Miami-Dade County, by and through the Miami-Dade Police Department (MDPD) for access to the Face Analysis Comparison and Examination System (FACES), and authorizing the action of the County Mayor or the County Mayor's designee in executing the Memorandum of Understanding (MOU). The MOU will be effective upon signature of all parties and will be in effect until terminated by either party.

Scope

The agreement will support countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to enter and execute the MOU with the Pinellas County Sheriff's Office. The County Mayor or County Mayor's designee is also authorized to execute any amendments and renewals, and to exercise any termination clauses related to the agreement on behalf of Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

This agreement will be monitored by Captain Gustavo Duarte, of the MDPD's Crime Scene Investigative Support Section, to ensure compliance with agreement requirements.

Background

Technology drives much of today's innovation and advancements in law enforcement. It also provides the foundation for day-to-day operations such as criminal background histories for critical information sharing. The Pinellas County Sheriff's Office maintains the largest collaborative open model face recognition system in the United States and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, facial image comparison tools, training for facial recognition searches, and facial image analysis methods.

MDPD's Crime Scene Investigative Support Section desires to partner with Pinellas County Sheriff's Office in order to perform automated facial recognition searches and face image comparisons via FACES. The FACES software is beneficial to detectives within the MDPD as it can be used to compile facial recognition data on their subjects and help identify possible matches. Additionally, the use of the FACES technology by MDPD's forensic artist is instrumental in creating composites and conducting facial recognition searches on assigned cases.

A signed written agreement is required when any law enforcement agency provides user access to other law enforcement agencies. This resolution will serve to authorize the MOU and will help to ensure that the Pinellas County Sheriff's Office and the MDPD remain in compliance with Federal and State requirements with regard to management, operational, and technical security requirements mandated to protect and safeguard the use of criminal justice information by the law enforcement community.



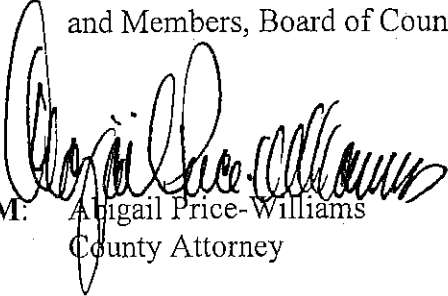
Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 3, 2019

FROM: 
Angail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
12-3-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PINELLAS COUNTY SHERIFF'S OFFICE AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR ACCESS TO THE FACE ANALYSIS COMPARISON AND EXAMINATION SYSTEM, EFFECTIVE UPON SIGNATURE BY ALL PARTIES AND CONTINUING UNTIL TERMINATED BY EITHER PARTY; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE AMENDMENTS, RENEWALS, TERMINATIONS AND OTHER PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Memorandum of Understanding between the Pinellas County Sheriff's Office and Miami-Dade County, by and through the Miami-Dade Police Department, for access to the Face Analysis Comparison and Examination System, effective upon signature by all parties and continuing until terminated by either party; authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding; and authorizes the County Mayor or the County Mayor's designee to exercise amendments, renewals, terminations and other provisions contained therein, as may be necessary on behalf of Miami-Dade County.

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

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and between Bob Gualtieri, as Sheriff of Pinellas County, Florida (referred to herein as the "Sheriff") and Miami-Dade County, by and through the Miami-Dade Police Department, (referred to herein as "Partner"), establishes a relationship between Sheriff and Partner under which the Sheriff will grant access to Florida's Facial Recognition Network (FR-Net), hosted by the Pinellas County Sheriff's Office.

WHEREAS The Pinellas County Sheriff's Office maintains the largest collaborative open model Face Recognition System in the U.S. and exclusively hosts Florida's Facial Recognition Network (FR-Net). FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for FR search, and face image analysis methods and best practices via CJNET to authorized Florida law enforcement agencies.

WHEREAS Sheriff will grant access and make information available to the Partner to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System (FACES).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall be effective on the date upon which it has been signed by both parties ("Effective Date"). This agreement shall continue until terminated by either party pursuant to the procedures described in paragraph 6 of this MOU.

2. Sheriff's Obligations

- A. To test and evaluate Partner's existing mugshot images and system architecture to determine technical compatibility with Sheriff's enterprise architecture and to determine operational requirements for using the system.
- B. To provide, at no cost to Partner, the necessary software to allow Partner to conduct facial recognition searches using FACES.
- C. To facilitate enrollment of Partner's legacy data and images into FACES.
- D. To integrate the Partner's mugshot data into the FACES system and to facilitate regular transfer of new data.
- E. To provide self-paced online training information for selected members of Partner's agency to register as new users to FACES.
- F. Provide the Partner with access to the FACES application after successful completion of the FACES online training materials and demonstrated competency with the FR process.
- G. To develop and provide standard operating policies and procedures, connectivity protocols and user documentation to the Partner to ensure the lawful and proper use of FACES.

3. Obligations of Partner

- A. All Partner personnel must successfully complete the FACES Online training.

- B. Partner agrees the FACES application is for criminal justice purposes only and not for public use or dissemination. Use for any purpose other than criminal justice purposes will result in immediate termination of the MOU and immediate loss of access to FACES.
- C. Partner agrees to provide Sheriff its existing mugshot images for integration into the facial recognition system.
- D. Partner agrees to grant PCSO and all participating federal, state and local agencies access to their existing mugshot images enrolled in the facial recognition system.
- E. The Partner agrees FACES results are investigative leads to assist with subject identification and/or verification.
- F. The Partner agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination.
- G. Partner agrees that it will only allow its employees to register as Users and further agrees that Sheriff is to be notified immediately when Partner personnel have a change in employment status or duty assignment where FACES access is no longer needed.
- H. Partner agrees to participate in project related evaluations to determine the effectiveness of the FACES application.

4. Reporting of Arrests

- A. Partner agrees to notify Sheriff as soon as possible, and in no event not later than 5 business days, after an arrest(s) resulting from the use of FACES.

5. Continuity of Operations

- A. Sheriff and Partner agree that if the facial system is unavailable for any reason, Sheriff's first obligation is to restore services for Sheriff. If Partner's interface is not functioning for any reason, Sheriff will provide best efforts to assist in the restoration of Partner's services, but only after Sheriff's needs are met. Best effort is determined solely by the Sheriff.

6. Termination

- A. This MOU may be terminated by either party without cause, upon no less than thirty (30) calendar days written notice to the contacts listed in Section 8.
- B. If Partner breaches this agreement, this MOU may be terminated immediately by Sheriff, with the termination effective upon receipt of written notice by Partner.

7. Liability and Defense of Legal Actions

- A. Sheriff agrees to indemnify and hold Partner, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or

brought against any such party as a result of any negligent acts or omissions of Sheriff, its employees or agents, in the performance of its obligations under this MOU.

- B. Partner agrees to indemnify and hold Sheriff, its employees and agents, harmless to the extent permitted by Florida law from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Partner, its employees or agents, in the performance of its obligations under this MOU.

8. Project Contacts

Sheriff:

Jacob Ruberto, Technical Support Specialist
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
(727) 453-7893
jruberto@pcsonet.com

Partner:

Samantha Steinberg, Forensic Artist
Miami-Dade Police Department
9105 NW 25 Street
Doral, FL 33172
(305) 471-2027
slsteinberg@mdpd.com

9. Approval

PARTNER

BY _____

Date _____

SHERIFF

Bob Gualtieri,
Sheriff, Pinellas County

BY _____

Date _____

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

AGREED TO AND ACKNOWLEDGED BY:

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date

Juan J. Perez, Director Date
Miami-Dade Police Department