MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	June 1, 2022
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution retroactively approving the terms and authorizing the County Mayor's execution of an Interagency Agreement between the City of Miami and Miami-Dade County, by and through their respective police departments, for a license plate reader ("LPR") data storage and sharing program; retroactively authorizing the County Mayor to pay $27,213.00 for the storage, retrieval, utilization and sharing of LPR data; and authorizing the County Mayor to exercise the renewal and termination provisions contained therein and to execute amendments, provided that such amendments do not alter the term or purpose of the Interagency Agreement

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

Geri Bonzon-Keenan
County Attorney

GBK/uw

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Memorandum

MIAMI-DADE COUNTY

Date: June 1, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Retroactively Approving the Terms and Authorizing the Execution of an Interagency Agreement Between the City of Miami and Miami-Dade County for a License Plate Reader Data Sharing Program

Recommendation
It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively approving the terms and authorizing the County Mayor or County Mayor's designee's execution of an Interagency Agreement ("Agreement") between the City of Miami (City) and Miami-Dade County (County), by and through their respective police departments, for the storage, retrieval, utilization, and sharing of License Plate Reader (LPR) software, hardware, and/or data stored on a server owned by Cintel and housed/managed at the Miami Police Department (MPD). The Agreement between the City and the County has a term of five years from the date of execution by all parties, unless terminated, and allows for one, five-year renewal.

Scope
The agreement will provide for countywide services.

Delegation of Authority
The County Mayor or County Mayor's designee is retroactively authorized to execute the Agreement between the City and the County, by and through their respective police departments, allowing for the storage, retrieval, utilization, and sharing of LPR software, hardware, and/or data. The County Mayor or County Mayor's designee is further authorized to exercise the renewal and termination provisions contained therein, and to execute amendments, provided that such amendments do not alter the term or purpose of the agreement.

Fiscal Impact/Funding Source
The County shall, in connection with the Agreement, pay outstanding invoices from the City, in the amount of $27,213.00, for fees associated with the installation and implementation of data circuits that transmit and receive LPR data, as well as fees associated with the maintenance, storage, and retrieval of said LPR data housed on a server at the MPD. These costs shall be paid from the MDPD's general operating fund.

Track Record/Monitor
To ensure compliance, Assistant Director Gustavo Knoepffler, of the MDPD's Departmental Services, and Chief Gina M. Beato-Dominguez of the MDPD's Compliance and Standards Division, will track and monitor this Agreement.

Background

LPRs serve a legitimate law enforcement purpose by alerting police to the location of vehicles associated with a criminal investigation. Moreover, LPRs assist law enforcement agencies in the detection, identification, and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes. This technology improves law enforcement efficiency and accuracy when fighting crime. LPRs are high-speed cameras that can quickly catch photographs of license plate numbers to capture their location at a specific time and date. There are two primary types of LPRs: stationary and mobile.

Stationary LPRs are attached to specific locations such as traffic lights, exit ramps, telephone poles, trailers, or street poles. LPRs can also work with other law enforcement systems, such as red-light cameras or the National Crime Information Center's Hotlist. Any wanted, known suspect, or individual driving a stolen vehicle, who drives by a stationary license plate reader, will send an alert to nearby police officers. Law enforcement can then dispatch officers to make an arrest.

Mobile license plate readers attach to law enforcement vehicles to collect license plate data of vehicles on public roads. Mobile LPRs can collect data from thousands of vehicles in just a few minutes. The license plate data collected from LPRs can be shared with other law enforcement agencies. The use of LPR and other state-of-the-art technologies by law enforcement is essential for the successful investigation, apprehension, and prosecution of criminal offenders.

In January 2019, the MDPD's Real Time Crime Center and the MPD's Real Time Crime Center entered into a one-year agreement for an LPR data sharing pilot program that allowed the MDPD to: 1) store its LPR data on a server located at the City, owned by Cintel; and 2) share stored LPR data with the MPD. Cintel, now Insight LPR, has since transitioned to a cloud-based storage, maintenance, and retrieval system for LPR data. As such, the MDPD desires to satisfy all outstanding City of Miami invoices for costs incurred from the storage, retrieval, utilization and sharing of LPR data stored on the Cintel server housed at, and managed by, the MPD.

JD Patterson
Chief Public Safety Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 1, 2022

FROM: Geri Bonzon-Keenan
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

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING THE TERMS
AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY
MAYOR'S DESIGNEE'S EXECUTION OF AN INTERAGENCY
AGREEMENT BETWEEN THE CITY OF MIAMI AND MIAMI-
DADE COUNTY, BY AND THROUGH THEIR RESPECTIVE
POLICE DEPARTMENTS, FOR A LICENSE PLATE READER
("LPR") DATA STORAGE AND SHARING PROGRAM;
RETROACTIVELY AUTHORIZING THE COUNTY MAYOR
OR COUNTY MAYOR'S DESIGNEE TO PAY $27,213.00 FOR
THE STORAGE, RETRIEVAL, UTILIZATION AND SHARING
OF LPR DATA; AND AUTHORIZING THE COUNTY MAYOR
OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE
RENEWAL AND TERMINATION PROVISIONS CONTAINED
THEREIN AND TO EXECUTE AMENDMENTS, PROVIDED
THAT SUCH AMENDMENTS DO NOT ALTER THE TERM
OR PURPOSE OF THE INTERAGENCY AGREEMENT

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:

Section 1.   Retroactively approves the Interagency Agreement ("Agreement") between

the City of Miami and Miami-Dade County, by and through their respective police departments,

allowing for the storage, retrieval, utilization and sharing of license plate reader ("LPR") data

between the parties, in substantially the form attached hereto as Exhibit A and made a part hereof,

for an initial term of five years from the date of execution by all parties and providing for one five-

year renewal.

Section 2.   Retroactively authorizes the County Mayor or County Mayor's designee's execution of the Agreement between the City of Miami and Miami-Dade County, by and through their respective police departments.

Section 3.   Retroactively authorizes the County Mayor or County Mayor's designee to pay outstanding City of Miami invoice(s), in the amount of $27,213.00 for the storage, retrieval, utilization and sharing of LPR data stored on a server housed at the Miami Police Department in connection with the Agreement.

Section 4.   Authorizes the County Mayor or County Mayor's designee to exercise the renewal and termination provisions contained therein, and to execute any amendments provided that such amendments do not alter the term or purpose of the Agreement as provided in section 1 above.

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:

Jose "Pepe" Diaz, Chairman
Oliver G. Gilbert, III, Vice-Chairman

Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

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The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. 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 Viciana Zapata

INTERAGENCY AGREEMENT

BETWEEN

THE CITY OF MIAMI

AND

MIAMI-DADE COUNTY

FOR LICENSE PLATE READER DATA SHARING PROGRAM

WHEREAS, the parties to this agreement are the City of Miami, through the City of Miami Police Department ("MPD") and Miami-Dade County, through the Miami-Dade Police Department ("MDPD") (collectively, the "Parties"), and

WHEREAS, MPD and the MDPD are law enforcement agencies, formally recognized by the Federal Bureau of Investigation ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

WHEREAS, the MPD and the MDPD both have the benefit of access to the Florida Criminal Justice Network ("CJNet"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("III"), which are all hereafter collectively referred to as FCIC, via network connectivity to the FDLE.

WHEREAS, the Parties seek to share license plate reader ("LPR") data from devices deployed throughout Miami-Dade County,

NOW, THEREFORE, BE IT KNOWN that the Parties, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. PURPOSE

The MPD's Real Time Crime Center and the MDPD's Real-Time Crime Center have an LPR data sharing partnership. The MDPD will use the MPD current vendor, CINTEL, as a common LPR provider for LPR data sharing. This will allow the MDPD to leverage the existing LPR server infrastructure housed at the MPD. Through this LPR data sharing partnership, the MPD and the MDPD will collect LPR data from devices deployed throughout Miami-Dade County, exemplifying an interagency cooperation model for efficient sharing of LPR data between law enforcement agencies.

2. RESPONSIBLITIES OF THE MPD

A. Host LPR data and make this data accessible to authorized personnel from both the MPD and the MDPD for investigative purposes.

B. MPD shall provide the following services to the MDPD:

1. Provide the necessary hardware and software to securely host the inbound data;

2. Secure a connection for MDPD to access data;

3. Provide logistical and network security to comply with Criminal Justice Information Systems ("CJIS") and FDLE guidelines for handling LPR data.

4. Provide maintenance and support of hardware and software.

3. RESPONSIBLITIES OF THE MDPD

A. Use, through agents and employees of the MPD, the computer system provided via the MPD for the purpose of gaining access to FCIC Information Systems.

B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI e n s Security Policy and rules and regulations of FCIC, with regards to the use of said computer systems.

C. Abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MPD, a copy of which is attached to this Agreement as Attachment A.

D. Use the information technology systems only for law enforcement purposes.

E. Ensure that all devices with connectivity to the Criminal Justice Information (Cn) employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

F. Pay the costs associated with the installation and implementation of the data circuits, if any, to transmit and receive the data as detailed in Attachment B. Funds will be provided by the Law Enforcement Trust Fund and the General Fund.

G. Access LPR data only via computers or interface devices owned by Miami-Dade County/MDPD or a contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit any criminal justice information. Vendors under contract with Miami-Dade County/MDPD may be allowed access provided all requirements of the FBI e n s Security Addendum are complied with and member security training is current as required by the FBI e n s Security Policy.

4. MPD AND MDPD JOINT LPR DATA SHARING

MDPD and MPD will have access to all LPR data gathered within each respective jurisdiction for investigative and reporting purposes.

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5. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

6. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

7. TERM

This Agreement shall be effective from the date of execution by the final signatory and shall continue for a period of five years from that date. This Agreement will automatically renew for one five-year period, unless cancelled.

8. CANCELLATION

Either party may terminate this agreement upon thirty (30) days written notice, except that the MPD may terminate this agreement immediately and without notice upon finding that the MDPD has violated the terms of this agreement.

9. AMENDMENTS

It may be necessary to amend this Agreement from time to time. All such amendments shall be made in writing and signed by the Parties.

SIGNATURES ON NEXT PAGE

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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.

FOR THE CITY OF MIAMI (a municipal corporation):

By: _____
    Art Noriega V,
    City Manager

ATTEST:

_____
Todd B. Hannon, City Clerk
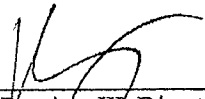
*APPROVED AS TO LEGAL FORM
AND CORRECTNESS:*

_____
Victoria Mendez
City Attorney

*APPROVED AS TO INSURANCE
REQUIREMENTS:*

_____
Ann-Marie Sharpe
Risk Management Director

FOR MIAMI-DADE COUNTY:

_____   _____
Daniella Levine Cava, Mayor   Date

_____   8/5/2021
Alfredo Ramirez III, Director   Date
Miami-Dade Police Department

ATTEST:

_____   _____
Harvey Ruvin, County Clerk   Date
Miami-Dade County, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____   _____
Assistant County Attorney   Date
Miami-Dade County, Florida

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

City of Miami Police Department
,

with headquarters at

400 N.W. 2nd Avenue Miami, Florida 33128
,

with the primary ORI of: FL0130600 , (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

August 2019, Ver. 2.1

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Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I
FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.

4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.

5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II
USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.

2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.

4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.

5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

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SECTION III
ADDITIONAL SERVICES & REQUIREMENTS

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1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, Requirements Document.

	YES	NO		
N-DEx (via FDLE CJIS)	☑	☐	Initial _je_	CSO Initial _Bosh_
Red Light Camera Program	☐	☑	Initial _je_	CSO Initial _Bosh_
License Plate Reader Program	☑	☐	Initial _je_	CSO Initial _Bosh_
Critical Infrastructure Program	☐	☑	Initial _je_	CSO Initial _Bosh_
Registered Livescan Submitter	☑	☐	Initial _je_	CSO Initial _Bosh_

Microsoft Cloud Computing Lead Agency Agreement with FDLE

	YES	NO		
Azure	☑	☐	Initial _je_	CSO Initial _Bosh_
Office 365	☑	☐	Initial _je_	CSO Initial _Bosh_
Dynamics	☑	☐	Initial _je_	CSO Initial _Bosh_

2. As lead agency for Microsoft cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

   Users participating in this service shall execute appropriate agreements with third party vendors or directly with Microsoft which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

   Entity Name _____

   Noncriminal justice ORI _____ N/A X_____ Initial _jc_____

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

   CJIS Agency Coordinator (CAC)

   Name _Joseph Pontillo_____ Email _26744@miami-police.org_

   Phone _305-603-6155_____ Cell Phone _786-371-7738_____

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.

2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed $11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.

3. Termination - Either party may terminate this 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 provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.

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

NOTICE MANDATED BY SECTION 943.0525, F.S:
Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.

6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these

duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

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

NAME OF THE USER AGENCY City of Miami Police Dept

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Chief of Police _____TITLE

jorge colina
(PLEASE PRINT)

jorge colina
jorge colina (Mar 25, 2020)
(SIGNATURE)

DATE 03/25/2020

ADDITIONAL SIGNATORY AUTHORITY (User Option)

Director, Risk Management _____TITLE

Asharpe
(PLEASE PRINT)

Asharpe
Asharpe (Mar 2, 2020)
(SIGNATURE)

DATE 03/02/2020

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY_____Charles I. Schaeffer_____TITLE__**FBI CJIS Systems Officer**
(PLEASE PRINT)   **(CSO) for the State of Florida**

_____
(SIGNATURE)

DATE 05/11/2020

August 2019, Ver. 2.1

ADDITIONAL SIGNATORY AUTHORITY (User Option)

City Attorney _____TITLE

Victoria Mendez
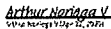
(PLEASE PRINT)

_____

(SIGNATURE)

DATE 03/24/2020 _____

ADDITIONAL SIGNATORY AUTHORITY (User Option)

City Manager _____TITLE

Arthur Noriega V

(PLEASE PRINT)

Arthur Noriega V

_____

(SIGNATURE)

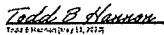**DATE** 04/22/2020 _____

ADDITIONAL SIGNATORY AUTHORITY (User Option)

City Clerk _____TITLE

Todd B Hannon

(PLEASE PRINT)

Todd B Hannon

_____

(SIGNATURE)

DATE 05/11/2020 _____

ID&T Review _____