

# MEMORANDUM

Agenda Item No. 14(A)(3)

---

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

**DATE:** March 16, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution retroactively approving and authorizing the County Mayor's actions of agreeing to and executing Interlocal Cooperation Agreements ("Agreements") between Miami-Dade County, by and through the Miami-Dade Police Department, and certain municipalities to provide municipal law enforcement agencies with access to Miami-Dade County's Automated Fingerprint Identification System, for an initial term expiring on September 30, 2025 and two five-year options to renew; authorizing the County Mayor to execute Agreements with other municipalities and federal, state, regional, or tribal entities in the future; and authorizing the County Mayor to exercise the cancellation and renewal provisions contained therein and to execute amendments, provided that such amendments do not alter the term or purpose of the Agreements

---

Resolution No. R-231-21

---

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.

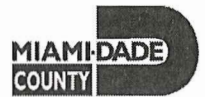


---

Geri Bonzon-Keenan  
County Attorney

GBK/smm

# Memorandum



**Date:** March 16, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Retroactively Approving and Authorizing the Execution of Interlocal Cooperation Agreements Between Miami-Dade County and Certain Municipalities for Access to the Miami-Dade County’s Automated Fingerprint Identification System

---

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively approving and authorizing the County Mayor’s or County Mayor’s designee’s actions of agreeing to and executing Interlocal Cooperation Agreements (Agreements) between Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD), and the City of Miami and the City of Aventura to provide their law enforcement agencies with access to the County’s Automated Fingerprint Identification System (AFIS). It is further recommended that the County Mayor or the County Mayor’s designee be authorized to execute future Agreements, in substantially the form attached to the resolution, with other municipalities and federal, state, regional, or tribal entities. The Agreements have an initial term expiring on September 20, 2025, unless terminated, and contain two five-year renewal periods.

## **Scope**

These Agreements provide services to law enforcement agencies that may be at the federal, state, regional, tribal, and local level.

## **Delegation of Authority**

The County Mayor or County Mayor’s designee is retroactively authorized to execute the Agreements between the County, by and through the MDPD, and the City of Miami and the City of Aventura, for an initial term expiring on September 20 2025, unless terminated. The County Mayor or the County Mayor’s designee is further authorized to execute future agreements, in substantially the form attached to the resolution, with other municipalities and federal, state, regional, or tribal entities, as well as to exercise the cancellation and renewal provisions contained in all such Agreements and to execute amendments, provided that such amendments do not alter the term, or purpose of the Agreements, which is to provide certain law enforcement agencies with access to the County’s AFIS, as may be necessary on behalf of the County.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County.

## **Track Record/Monitor**


Commander Stephanie Stoiloff, of the MDPD’s Forensic Services Bureau, will oversee the tracking and monitoring of the Agreements.

**Background**

Fingerprinting, as a form of personal identification, is a refined methodology that is proven in practice and accepted in courts of law. AFIS is a biometric identification practice that uses digital imaging technology to obtain, store, and analyze fingerprint data, and has been used by law enforcement agencies for over 25 years. One of the most important uses of AFIS is the identification of a person suspected of committing a crime or linking a suspect to other unsolved crimes. The MDPD serves as the central site for the County's AFIS database, which contains more than 1,948,000 ten-print records, 1,147,000 palm print records, and 328,000 latent fingerprint records.

The MDPD's Fingerprint Identification System is located within the MDPD's Forensic Services Bureau and is responsible for the criminal and civil identification of individuals through fingerprint and palm print identification services. The MDPD's Fingerprint Identification System is comprised of the Master File Unit, AFIS Unit, and Latent Unit. AFIS captures, searches, and stores ten-print, palm print, and latent print minutiae and images, critical in identifying individuals who have been arrested and are associated with evidence recovered at crime scenes.

These Agreements establish the responsibilities of each party as they relate to the participating law enforcement agency's access to the MDPD's AFIS. The MDPD intended to amend the existing Agreements prior to their expiration on September 30, 2021, however Resolution No. R-1076-15 did not provide for amendments. Furthermore, there was not ample time to finalize desired amendments to the Agreements, and schedule them for Board approval before they expired on September 30, 2020. Therefore, retroactive approval is needed to ensure the continuity of AFIS services to participating law enforcement agencies.

  
\_\_\_\_\_  
JD Patterson  
Chief Public Safety Officer



**MEMORANDUM**  
(Revised)

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

**DATE:** March 16, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(3)

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. 14(A)(3)  
3-16-21

RESOLUTION NO.                     R-231-21                    

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE’S ACTIONS OF AGREEING TO AND EXECUTING INTERLOCAL COOPERATION AGREEMENTS (“AGREEMENTS”) BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND CERTAIN MUNICIPALITIES TO PROVIDE MUNICIPAL LAW ENFORCEMENT AGENCIES WITH ACCESS TO MIAMI-DADE COUNTY’S AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM, FOR AN INITIAL TERM EXPIRING ON SEPTEMBER 30, 2025 AND TWO FIVE-YEAR OPTIONS TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AGREEMENTS WITH OTHER MUNICIPALITIES AND FEDERAL, STATE, REGIONAL, OR TRIBAL ENTITIES IN THE FUTURE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE CANCELLATION AND RENEWAL PROVISIONS CONTAINED THEREIN AND TO EXECUTE AMENDMENTS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE TERM OR PURPOSE OF THE AGREEMENTS

**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 Interlocal Cooperation Agreements (“Agreements”) between Miami-Dade County, by and through the Miami-Dade Police Department, and the City of Miami and the City of Aventura to provide their municipal law enforcement agencies with access to Miami-Dade County’s Automated Fingerprint Identification System, in substantially the form attached hereto as Exhibit A and made a part hereof, for an initial term expiring on September 30, 2025 and two five-year options to renew.

**Section 2.** Retroactively authorizes the County Mayor or County Mayor’s designee’s actions of executing the Agreements between Miami-Dade County, by and through the Miami-Dade Police Department, and the City of Miami and the City of Aventura.

**Section 3.** Authorizes the County Mayor or County Mayor’s designee to execute Agreements, in substantially the form attached hereto as Exhibit A, with other municipalities and federal, state, regional, or tribal entities in the future.

**Section 4.** Authorizes the County Mayor or County Mayor’s designee to exercise the cancellation and renewal provisions contained in all such Agreements and to execute amendments, provided that such amendments do not alter the term or purpose of the Agreements as provided in section 1 above.

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

	Jose “Pepe” Diaz, Chairman	<b>aye</b>	
	Oliver G. Gilbert, III, Vice-Chairman	<b>aye</b>	
Sen. René García	<b>aye</b>	Keon Hardemon	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins	<b>aye</b>
Eileen Higgins	<b>aye</b>	Joe A. Martinez	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Jean Monestime	<b>aye</b>
Raquel A. Regalado	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of March, 2021. 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: Melissa Adames  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SG", written over a horizontal line.

Shanika A. Graves

## INTERLOCAL COOPERATION AGREEMENT

## BETWEEN MIAMI-DADE COUNTY AND

## THE CITY OF AVENTURA

## AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)

This Agreement is entered into by and between Miami-Dade County (MDC), a political subdivision of the State of Florida, (hereinafter referred to as the County), and its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the City of Aventura, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County (hereinafter referred to as the Agency), and its police department, the Miami Police Department, hereinafter referred to collectively as the Parties.

**WHEREAS**, the County and the Agency both desire to provide their citizens with the best possible use of the Automated Fingerprint Identification System (AFIS); and

**WHEREAS**, the MDPD operates an AFIS, which allows the Agency to electronically send fingerprint and palm prints to the AFIS for purposes of criminal and/or civil identification; and

**WHEREAS**, the Agency desires access to the AFIS as an integral component of identifying print evidence recovered from crime scenes and for the identification of subjects in custody operated by the MDPD and supported by the Forensic Services Bureau (FSB); and

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County and the Agency, 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 County shall provide the Agency access to the MDPD AFIS. The Agency's users shall be given written permission to electronically submit fingerprint and/or palm print searches against the MDPD AFIS. Fingerprint and palm print search results will be sent back from the MDPD to the Agency to facilitate the Agency's investigations and other law enforcement related activities

requiring the use of the MDPD AFIS for such purposes as biometric information, criminal justice information, and criminal history information.

## **2. AFIS SERVICES**

The MDPD Fingerprint Identification Section (FIS) is located within the Forensic Services Bureau (FSB) at MDPD Headquarters and is responsible for the criminal and civil identification of individuals through fingerprint and palm print identification services. The FIS is comprised of the Master File Unit, AFIS Unit, and Latent Unit and serves as the central site for the AFIS in the County. The AFIS captures, searches, and stores ten-print, palm print, and latent print minutiae and images, critical in identifying individuals who have been arrested and are associated with evidence recovered at crime scenes. Currently, the AFIS is connected and interfaced with many county entities including all MDPD District Stations, MDC Corrections and Rehabilitation Department, MDC Juvenile Services Department, and other state and local law enforcement agencies, such as the Florida Department of Law Enforcement (FDLE), the Aventura Police Department, the Hialeah Police Department, the Miami Police Department, the Miami Beach Police Department, and the Miami Gardens Police Department.

## **3. RESPONSIBILITIES OF THE AGENCY**

The Agency agrees to:

- A. Coordinate with the MDPD and the Miami-Dade County Information Technology Department to determine the requirements for the Agency to acquire AFIS Services from the MDPD;
- B. Purchase equipment to operate independent AFIS computer terminals or livescans to access the MDPD AFIS. The purchase, installation, operation and maintenance of this equipment will be at the expense of the Agency. This includes all costs associated with the AFIS services such as necessary equipment, AFIS network connectivity, and re-occurring costs (i.e. maintenance);

- C. Assign a coordinator to serve as the primary contact person for the Agency use of AFIS.  
The Agency also agrees to notify the MDPD AFIS Supervisor immediately, in writing, of any changes to this primary contact person;
- D. Comply with all applicable federal, state, and local laws, regulations, rules and procedures deemed applicable by the County and the MDPD to access the AFIS and to operate the AFIS equipment. This includes any requirements set forth by the AFIS vendor IDEMIA;
- E. Send only criminal/civil biometric searches over and through the AFIS networks;
- F. Submit the best available quality of fingerprint and palm print images for search and/or retention in the MDPD AFIS database;
- G. Ensure that anti-virus software is installed on AFIS equipment and maintain and update such software with current virus definitions;
- H. Comply with the National Crime Information Center policies and other applicable rules and agreements that palm print and fingerprint minutiae and images and related criminal justice information are for the purpose of criminal justice identification only.

**4. RESPONSIBILITIES OF THE COUNTY**

- A. The County, by and through the MDPD FSB, agrees to:
  - 1. Provide the Agency with electronic access to the MDPD AFIS for the purpose of Criminal Justice Identification only;
  - 2. Provide the Agency with biometric information, criminal justice information, or criminal history information, as defined in Florida Statutes, Chapter 943, as relates to fingerprint and palm print searches conducted through the MDPD AFIS.

**5. PROTECTION OF AFIS INFORMATION**

The Agency agrees that only MDPD authorized Agency AFIS users will access the AFIS, including taking appropriate administrative measures to protect this access, and ensuring that AFIS information, such as biometric information, criminal justice information, and criminal history

information, will be disseminated only for law enforcement purposes in accordance with Florida Statutes, Chapter 943.

**6. PREVAILING MIAMI-DADE POLICIES**

This Agreement shall be construed in accordance with the current MDPD Forensic Services Bureau policies and procedures governing the AFIS.

**7. FORCE MAJEUR AND WARRANTIES**

The County and the MDPD shall not be responsible for interruptions of system service due to forces of nature, war, manmade disasters or other such acts beyond the control of the County and the MDPD. The County makes no warranties, expressed, or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to the Agency in connection with the Agency's use of service. The Agency acknowledges that service disruption will occur from time to time and agrees to hold the County and the MDPD harmless for all such disruptions.

**8. 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.

**9. NON-ASSIGNABILITY**

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

**10. TERM**

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2025. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

## **11. CANCELLATION**

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

## **12. ENTIRETY OF AGREEMENT**

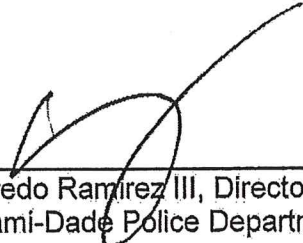
This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be amended only by a written amendment duly executed by the parties and their authorized representatives.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

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 above.

**FOR MIAMI-DADE COUNTY:**

\_\_\_\_\_  
Daniella Levine Cava, Mayor Date

 \_\_\_\_\_  
Alfredo Ramirez III, Director Date  
Miami-Dade Police Department

2/3/21

ATTEST:

\_\_\_\_\_  
Harvey Ruvlin, County Clerk Date  
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant County Attorney Date  
Miami-Dade County, Florida

**FOR CITY OF AVENTURA:**

\_\_\_\_\_  
Ronald J. Wasson                      Date  
City Manager

**Attest:**

\_\_\_\_\_  
Ellisa L. Horvath, MMC              Date  
City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
City Attorney                              Date

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
Risk Management                      Date

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY AND**  
**THE CITY OF MIAMI**  
**AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)**

This Agreement is entered into by and between Miami-Dade County (MDC), a political subdivision of the State of Florida, (hereinafter referred to as the County), and its police department, the Miami-Dade Police Department (hereinafter referred to as the MDPD), and the City of Miami, a municipal corporation organized and existing under the laws of the State of Florida and located in Miami-Dade County (hereinafter referred to as the Agency), and its police department, the Miami Police Department, hereinafter referred to collectively as the Parties.

**WHEREAS**, the County and the Agency both desire to provide their citizens with the best possible use of the Automated Fingerprint Identification System (AFIS); and

**WHEREAS**, the MDPD operates an AFIS, which allows the Agency to electronically send fingerprint and palm prints to the AFIS for purposes of criminal and/or civil identification; and

**WHEREAS**, the Agency desires access to the AFIS as an integral component of identifying print evidence recovered from crime scenes and for the identification of subjects in custody operated by the MDPD and supported by the Forensic Services Bureau (FSB); and

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County and the Agency, 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 County shall provide the Agency access to the MDPD AFIS. The Agency's users shall be given written permission to electronically submit fingerprint and/or palm print searches against the MDPD AFIS. Fingerprint and palm print search results will be sent back from the MDPD to

the Agency to facilitate the Agency's investigations and other law enforcement related activities requiring the use of the MDPD AFIS for such purposes as biometric information, criminal justice information, and criminal history information.

## **2. AFIS SERVICES**

The MDPD Fingerprint Identification Section (FIS) is located within the Forensic Services Bureau (FSB) at MDPD Headquarters and is responsible for the criminal and civil identification of individuals through fingerprint and palm print identification services. The FIS is comprised of the Master File Unit, AFIS Unit, and Latent Unit and serves as the central site for the AFIS in the County. The AFIS captures, searches, and stores ten-print, palm print, and latent print minutiae and images, critical in identifying individuals who have been arrested and are associated with evidence recovered at crime scenes. Currently, the AFIS is connected and interfaced with many county entities including all MDPD District Stations, MDC Corrections and Rehabilitation Department, MDC Juvenile Services Department, and other state and local law enforcement agencies, such as the Florida Department of Law Enforcement (FDLE), the Aventura Police Department, the Hialeah Police Department, the Miami Police Department, the Miami Beach Police Department, and the Miami Gardens Police Department.

## **3. RESPONSIBILITIES OF THE AGENCY**

The Agency agrees to:

- A. Coordinate with the MDPD and the Miami-Dade County Information Technology Department to determine the requirements for the Agency to acquire AFIS Services from the MDPD;
- B. Purchase equipment to operate independent AFIS computer terminals or livescans to access the MDPD AFIS. The purchase, installation, operation and maintenance of this equipment will be at the expense of the Agency. This includes all costs associated with the AFIS services such as necessary equipment, AFIS network connectivity, and re-occurring costs (i.e. maintenance);

- C. Assign a coordinator to serve as the primary contact person for the Agency use of AFIS.  
The Agency also agrees to notify the MDPD AFIS Supervisor immediately, in writing, of any changes to this primary contact person;
- D. Comply with all applicable federal, state, and local laws, regulations, rules and procedures deemed applicable by the County and the MDPD to access the AFIS and to operate the AFIS equipment. This includes any requirements set forth by the AFIS vendor IDEMIA;
- E. Provide the MDPD Fingerprint Superintendent with necessary documentation for all Agency AFIS Users to determine eligibility and approve access to AFIS. For all Agency AFIS Users, this includes, but is not limited to, a resume, fingerprint training certificates, certification from the International Association for Identification (if applicable), and other requirements as may be necessary. Also, Agency AFIS Users are required to submit their fingerprints and social security number for search and retention in the MDPD AFIS database. Users who do not meet the stated qualifications will not be allowed access to AFIS;
- F. Retain and store individual AFIS user personal access code(s) from the MDPD AFIS Supervisor in a secure manner and immediately notify the MDPD Fingerprint Supervisor of any loss of assigned personal access codes which may compromise the integrity of the AFIS;
- G. Comply with MDPD requirement that MDPD authorized Agency AFIS Users are prohibited from allowing their AFIS user access code to be used by other personnel, including outside contractors;
- H. Send only criminal/civil biometric searches over and through the AFIS networks;
- I. Submit the best available quality of fingerprint and palm print images for search and/or retention in the MDPD AFIS database. The Agency also agrees to notify the MDPD AFIS

Supervisor immediately, in writing, of any latent image deletions associated with latent images that were previously identified or latent images of poor quality.

- J. Compare any AFIS fingerprint and palm print reverse searches associated with latent cases initiated by your Agency;
- K. Ensure that anti-virus software is installed on AFIS equipment and maintain and update such software with current virus definitions;
- L. Comply with the National Crime Information Center policies and other applicable rules and agreements that palm print and fingerprint minutiae and images and related criminal justice information are for the purpose of criminal justice identification only.

#### 4. **RESPONSIBILITIES OF THE COUNTY**

- A. The County, by and through the MDPD FSB, agrees to:
  - 1. Provide the Agency with electronic access to the MDPD AFIS for the purpose of Criminal Justice Identification only;
  - 2. Provide the Agency with biometric information, criminal justice information, or criminal history information, as defined in Florida Statutes, Chapter 943, as relates to fingerprint and palm print searches conducted through the MDPD AFIS;
  - 3. Provide the Agency with AFIS user personal access codes for approved users. The MDPD Fingerprint Superintendent will approve Agency AFIS user access in writing and in accordance with Section 3, Letter E (Agency AFIS user(s) documentation);
  - 4. Notify the Agency in writing of deleted fingerprint and palm print images from the MDPD AFIS database. Reasons for image deletion, include, but are not limited to, poor quality fingerprints and/or palm prints, previously identified fingerprint and palm print images, expired statute of limitations, and storage capacity;
  - 5. Provide the Agency with the respondent lists of AFIS fingerprint and palm print reverse searches associated with latent cases initiated by the Agency;

6. Notify the agency of any scheduled AFIS interruptions of service, such as for AFIS maintenance.

#### **5. PROTECTION OF AFIS INFORMATION**

The Agency agrees that only MDPD authorized Agency AFIS users will access the AFIS, including taking appropriate administrative measures to protect this access, and ensuring that AFIS information, such as biometric information, criminal justice information, and criminal history information, will be disseminated only for law enforcement purposes in accordance with Florida Statutes, Chapter 943.

#### **6. PREVAILING MIAMI-DADE POLICIES**

This Agreement shall be construed in accordance with the current MDPD Forensic Services Bureau policies and procedures governing the AFIS.

#### **7. FORCE MAJEUR AND WARRANTIES**

The County and the MDPD shall not be responsible for interruptions of system service due to forces of nature, war, manmade disasters or other such acts beyond the control of the County and the MDPD. The County makes no warranties, expressed, or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to the Agency in connection with the Agency's use of service. The Agency acknowledges that service disruption will occur from time to time and agrees to hold the County and the MDPD harmless for all such disruptions.

#### **8. 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.

**9. NON-ASSIGNABILITY**

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

**10. TERM**

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2025. This Agreement may be formally renewed for a maximum of two (2) additional successive five (5) year terms.

**11. CANCELLATION**

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

**12. ENTIRETY OF AGREEMENT**

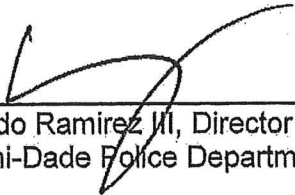

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be amended only by a written amendment duly executed by the parties and their authorized representatives.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

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 above.

**FOR MIAMI-DADE COUNTY:**

\_\_\_\_\_  
Daniella Levine Cava, Mayor Date

   
\_\_\_\_\_  
Alfredo Ramirez III, Director Date  
Miami-Dade Police Department

ATTEST:

\_\_\_\_\_  
Harvey Ruvlin, County Clerk Date  
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant County Attorney Date  
Miami-Dade County, Florida

**FOR CITY OF MIAMI :**

\_\_\_\_\_  
Arthur Noriega                      Date  
City Manager

**Attest:**

\_\_\_\_\_  
Todd B. Hannon                      Date  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Victoria Méndez                      Date  
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Ann-Marie Sharpe                      Date  
Director of Risk Management