

MEMORANDUM

Agenda Item No. 8(I)(3)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms and authorizing the County Mayor to execute a Memorandum of Understanding between Miami-Dade County, through the Miami-Dade Police Department, and partner law enforcement agencies for sharing license plate reader ("LPR") detection data and Hotlists on Insight LPR's platform, for an initial term expiring on January 7, 2025; and authorizing the County Mayor to execute the renewal and termination provisions contained therein

Resolution No. R-161-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between Miami-Dade County and Partner Law Enforcement Agencies for the Sharing of License Plate Detection Data and Hotlists on Insight LPR's Platform

Executive Summary

This item approves the terms and authorizes the execution of a Memorandum of Understanding (MOU) between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), allowing partner law enforcement agencies to share license plate reader (LPR) detection data and Hotlists¹ that are housed on Insight LPR's (Insight) cloud-based platform. In 2019, the MDPD entered into an interagency agreement with the Miami Police Department (MPD) for the purpose of creating an LPR data sharing partnership. At the time, the MPD's LPR vendor was CINTEL. CINTEL has since been acquired by Insight LPR and all CINTEL LPR data was migrated to Insight LPR's cloud-based platform. The MDPD now desires to enter into data sharing agreements with all law enforcement agencies using Insight LPR's cloud-based platform.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the terms and authorizing the County Mayor or County Mayor's designee to execute the MOU between the County, through the MDPD, and partner law enforcement agencies, providing for the sharing of LPR detection data and Hotlists on Insight's cloud-based platform, for an initial term expiring on January 7, 2025, unless terminated earlier, and allowing two, five-year renewal periods.

Scope

The MOU will provide for countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the MOU between the County and partner law enforcement agencies for the sharing of LPR detection data on Insight's cloud-based platform. The County Mayor or County Mayor's designee is further authorized to exercise the renewal and termination provisions contained therein.

¹ A bank of license plate numbers in a database that provides information on stolen vehicles/property or other criminal activity. Users can trigger an alert when an Insight LPR camera captures a license plate number on the list.

Fiscal Impact/Funding Source

There are no costs associated with the sharing of LPR data and Hotlists, housed on Insight's platform, among partner law enforcement agencies. As such, there is no negative fiscal impact to the County.

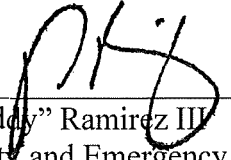
Track Record/Monitor

To ensure compliance, Commander Jose L. Rivero, of MDPD's Information Technology Services Bureau, and Major Joel Bello, of MDPD's Homeland Security Bureau will track and monitor this MOU.

Background

Law enforcement agencies throughout the nation utilize LPR technology to assist with 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. Additionally, LPR data helps detectives develop and pursue leads in criminal investigations by assisting in locating suspects, witnesses, and victims by identifying vehicles in the vicinity at the time of the crime. LPRs scan, capture, and compare optical license plate information to vehicles associated with crimes or criminals. A match to a license plate results in an alert that notifies law enforcement. LPRs can also store the digital image of license plate, the time, date, location of the image capture, and the capturing camera information. Stored LPR data does not include any personal identifying information of individuals associated with the license plate. Obtaining persons associated with license plate information requires a separate, legally authorized, inquiry to another restricted-access database. Stored LPR data can be used as part of a criminal investigation to determine the location of a known vehicle. An example is when stored LPR data is used to locate a potential route of travel of a vehicle during an AMBER alert. In 2019, the MDPD entered into an interagency agreement with the Miami Police Department (MPD) for the purpose of creating an LPR data sharing partnership. At the time, the MPD's LPR vendor was CINTEL. CINTEL has since been acquired by Insight LPR and all CINTEL LPR data was migrated to Insight LPR's cloud-based platform. The MDPD now desires to enter into data sharing agreements with all law enforcement agencies using Insight LPR's cloud-based platform.

The MOU attached to the resolution as Exhibit A, allows each participating law enforcement agency to share its LPR data and Hotlists housed on Insight's cloud-based platform. The MOU is effective upon signature by the parties and expires on January 7, 2025, unless terminated earlier, and provides two, five-year renewal periods.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(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. 8(I)(3)
3-7-23

RESOLUTION NO. _____ R-161-23

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND PARTNER LAW ENFORCEMENT AGENCIES FOR SHARING LICENSE PLATE READER ("LPR") DETECTION DATA AND HOTLISTS ON INSIGHT LPR'S PLATFORM, FOR AN INITIAL TERM EXPIRING ON JANUARY 7, 2025; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE RENEWAL AND TERMINATION 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:

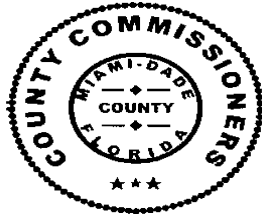
Section 1. Approves the terms and authorizes the County Mayor or County Mayor's designee to execute the Memorandum of Understanding, in substantially the form attached hereto as Exhibit A and incorporated herein, with partner law enforcement agencies, providing for the sharing of license plate reader ("LPR") detection data and Hotlists housed on Insight LPR's cloud-based platform.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise the renewal and termination provisions contained therein.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Anita Viciano Zapata".

Anita Viciano Zapata

MEMORANDUM OF UNDERSTANDING

BETWEEN

MIAMI-DADE COUNTY AND

PARTNER LAW ENFORCEMENT AGENCIES

For Sharing LPR Detection Data and Hotlists on Insight LPR's Platform

I. OVERVIEW

A. Introduction:

This Memorandum of Understanding ("MOU") outlines the conditions under which Miami-Dade County ("County"), by and through the Miami-Dade Police Department (MDPD), and partner law enforcement agencies (together, "Partner Agencies") will share and use license plate recognition ("LPR") data ("LPR Data") and/or LPR Data files ("Hotlist") information stored on the Azure Government Cloud ("AGC") and accessed using Insight systems ("Insight LPR System"). The Insight LPR System provides for simple point-and-click data sharing between credentialed Partner Agency administrators with data sharing privileges enabled by their respective agencies, provided the agencies have entered into this MOU. **Sharing of data between Partner Agencies pursuant to this MOU includes the authority to share by, between and among all signatory partner agencies.**

B. Description of LPR Data:

The Insight LPR Data System is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing optical character recognition ("OCR") technology. The text file is automatically compared against the stored Hotlist, which may contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and Party-defined information.

LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signal poles. LPR Data systems typically include the necessary equipment to scan plates, notify the end user of a vehicle match, and upload the LPR detection data into an LPR repository for retention and research.

The Partner Agencies entering into this MOU are doing so in order to share LPR detection data and/or hotlist information.

C. Term

This MOU will be effective upon signature by all parties, and will expire on January 7, 2025, unless terminated earlier. This MOU may be renewed for two, five-years terms. The MOU may be terminated at any time when a Partner Agency administrator ("Administrator") revokes data sharing access from one or all Partner Agencies.

II. AUTHORIZED RELEASE OF INFORMATION

A. Sharing of Information:

Each Partner Agency authorizes the other to access its LPR Data and/or Hotlist information that resides in the AGC (as permitted by applicable law).

B. Limitation on Information Sharing:

LPR Data and/or Hotlist information shall only be shared with or released to authorized employees of each Party who have an approved login and password ("Authorized Users"), and a need and/or right to know.

III. INFORMATION OWNERSHIP

A. Ownership:

Each Partner Agency retains control of all information in its account. Each Partner Agency is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Partner Agency shall use reasonable efforts to ensure the completeness and accuracy of its data.

B. Release of Information:

Partner Agencies and Authorized Users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information. **Subject to Section III(D) below, no Partner Agency shall release or make available information contained in its LPR account to a non-Partner Agency.**

C. Unauthorized Requests:

If a Partner Agency receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Partner Agency shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

D. Public Record Requests, Subpoenas and Court Orders:

Any Partner Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by that Partner Agency shall immediately provide a copy of the Legal Request to the Source Agency, prior to providing a response to the Legal Request.

IV. USER ACCESS

A. Login Application Process:

Each Partner Agency's Administrator is responsible for management of user accounts at that Partner Agency. Each Partner Agency agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the

Administrator. The Administrator shall have discretion to deny or revoke individual access for their respective agency.

B. Login Assignment:

Each Authorized User will be issued a user login and a password by the Partner Agency's Administrator. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

C. Termination of Logins:

Each Partner Agency's Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Partner Agency, no longer qualify for access into the system, or are denied access by the Administrator for any other reason.

D. Intended Use:

Each Authorized User agrees that LPR Data, hotlist information, and the networking resources are to be used solely for law enforcement purposes only and consistent with the law, including (but not limited to) requirements of the Criminal Justice Information Services Division of the FBI. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

E. Limitations on Use of Logins:

An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

F. Audit Trail:

Each transaction is to be logged in such a way as to create a reviewable audit trail. Each Administrator shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the Administrator to complete the internal audit. Each Administrator shall maintain the audit trail pursuant to the retention policies of that Partner Agency. Requests for transaction logs shall be made in writing to the Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

V. INDEMNIFICATION

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

VI. CONFIDENTIALITY OF INFORMATION

A. Information Confidentiality:

Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations or undercover operations, jeopardizing officer, or public safety.

B. Internal Requests for Information:

An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information but may refer the requestor to the Source Agency.

C. Removal or Editing of Records:

Partner Agencies shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

Each Partner Agency acknowledges that it has received a copy of this MOU and will comply with its terms and conditions.

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

FOR MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor

Date

Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

Date

FOR CITY OF MIAMI

Arthur Noriega, City Manager

Date

Manuel A. Morales, Chief

Date

ATTEST:

Todd B. Hanon, City Clerk
Miami, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Victoria Mendez
City Attorney
Miami, Florida

Date

FOR CITY OF MIAMI GARDENS:

Cameron Benson, City Manager

Date

Delma Noel-Pratt, Chief
Miami Gardens Police Department

Date

ATTEST:

Mario Bataille, City Clerk
Miami Gardens, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sonja K. Dickens
City Attorney
Miami Gardens, Florida

Date

FOR MIAMI SHORES VILLAGE:

Esmond Scott, Village Manager

Date

David Golt, Chief
Miami Shores Police Department

Date

ATTEST:

Ysabely Rodriguez, Village Clerk
Miami Shores Village, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Miami Shores Village, Florida

Date

FOR THE VILLAGE OF KEY BISCAYNE:

Steve Williamson, Village Manager

Date

Frank Sousa, Chief
Key Biscayne Police Department

Date

ATTEST:

Jocelyn B. Koch, Village Clerk
Village of Key Biscayne, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman
Village Attorney
Village of Key Biscayne, Florida

Date

FOR MONROE COUNTY SHERIFF:

Rick Ramsay, Sheriff

Date

FOR CITY OF KEY WEST:

Patti McLauchlin, City Manager

Date

Sean T. Bradenburg, Chief
Key West Police Department

Date

ATTEST:

Cheri Smith, City Clerk
Key West, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney
Key West, Florida

Date

FOR ORANGE COUNTY SHERIFF:

John W. Mina, Sheriff

Date

FOR CITY OF HAINES CITY:

Anne Huffman, Mayor

Date

Greg Goreck, Chief
Haines City Police Department

Date

ATTEST:

Erica Sanchez, Interim City Clerk
Haines City, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fred Reilly
City Attorney
Haines City, Florida

Date

FOR CITY OF OCOEE:

Robert D. Frank, City Manager

Date

Saima A. Plasencia, Chief
Ocoee Police Department

Date

ATTEST:

Melanie Sibbitt, City Clerk
Ocoee, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Scoot Cookson
City Attorney
Ocoee, Florida

Date

FOR TOWN OF MANALAPAN

Linda A. Stumpf, Town Manager

Date

Carmen Mattox, Chief
Manalapan Police Department

Date

ATTEST:

Erika Petersen, Town Clerk
Manalapan, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Keith Davis
Town Attorney
Manalapan, Florida

Date