

## CITY OF DORAL Record (Master) Copy Transmittal Form

OFFICE OF THE CITY CLERK Page 1 of 1

Transmittal From: Police	City Clerk's Date Stamp
Department	Receiver
Delivered by: Esther	( MAY 2 4 2011
Name	9
Date of Transmittal: May 24, 2011	2-01-05
	CLERK'S OF
The following record (master) copy is being transmitted to the	Office of the City Clerk.
Contract	Vehicle Title
✓ Agreement	Special Magistrate Order
Lease	Other:
Deed	
Bond Documentation	
Description of Record Copy: <u>1 - Memorandum of Agreement - Weaponry Transfer and Rel</u> <u> <u> </u> <u> </u> <u> </u> - FDLE Red Light Camera Operations Supplement t</u>	
Office of the City Clerk Administr	rative Use Only
Received by: Kristha Gomez	
Reviewed for completion by Baurara Hen	u
Returned to originating Department for the following correction	ons on
Archived in the Office of the City Clerk on $5/31/11$	(Date) /
Copy provided in electronic format to originating Department	t on 5/31 [] (Date)



7. 2

Florida Department of Law Enforcement

Gerald M. Bailey Commissioner Criminal Justice Information Services Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 410-7100 www.fdle.state.fl.us

Rick Scott, *Governor* Pam Bondi, *Attorney General* Jeff Atwater, *Chief Financial Officer* Adam Putnam, *Commissioner of Agriculture* 

May 13, 2011

Mr. Ricardo Gomez Chief Doral Police Department 8420 NW 52<sup>nd</sup> Street Doral, Florida 33166

Dear Chief Gomez:

Enclosed you will find a fully executed copy of your Red Light Camera Supplement to your CJIS User Agreement with the Florida Department of Law Enforcement. The original signed copy is filed at our FDLE Headquarters office in Tallahassee, Florida.

If you have any questions, please do not hesitate to contact me at (850) 410-8191.

Sincerely,

Charlophi ref. La

Christopher M. Larry Information Delivery Team Coordinator

CML/rr

Attachment

## RED-LIGHT CAMERA OPERATIONS SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT

This Agreement supplements the Criminal Justice User Agreement entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, and the <u>City of Doral Police Department</u>, with headquarters at <u>8420 N.W. 52<sup>nd</sup> Street</u>, <u>Doral, Florida 33166</u>, (hereinafter referred to as the User), and dated <u>May 2, 2011</u>.

**PURPOSE:** This Supplemental Agreement is to document the terms and conditions under which the User is authorized to permit the use of its Originating Agency Identifier (ORI) to facilitate access to vehicle registration information provided via FDLE's International Justice and Public Safety Network (Nlets) connection, the Florida Crime Information Center (FCIC II) Message Switch, and the Florida Department of Highway Safety and Motor Vehicles (DHSMV), for use in association with red-light camera traffic infraction detection operations implemented by county and municipal governments as authorized by Chapter 2010-80, Laws of Florida.

Whereas, FDLE is duly authorized and agrees to ensure access to the information services provided to the User via Nlets;

Whereas, the User provides law enforcement services for the

City of Doral (governmental entity);

Whereas, the governmental entity has contracted with a vendor for the purposes of traffic code enforcement using red-light cameras;

Whereas, the vendor, as a designated strategic partner with Nlets, submits queries to DHSMV via FDLE's Nlets connection and the FCIC II Message Switch, and such queries include the User's ORI;

Therefore, the FDLE and the User do hereby agree as follows:

## Section I FDLE REQUIREMENTS

FDLE agrees to provide the information services described above and will adhere to the following terms and conditions:

- 1. Serve as the primary point of contact for Nlets transactions that originate on behalf of the User by the authorized vendor.
- 2. Monitor the use of the FCIC and Nlets to ensure that automated traffic generated as a result of red-light camera traffic infraction detection operations do not have an adverse impact on officer safety.

3. In the event of an outage of normal NCIC services for any reason, FDLE reserves the right to curtail or discontinue the processing of red-light camera inquiries until the event or situation that caused the outage has passed or been resolved and services are fully restored.

## Section II USER REQUIREMENTS

By providing access to the information services described above, the User agrees to adhere to the following terms and conditions:

- 1. The User shall ensure that all vendor personnel reviewing the vehicle registration information provided as authorized herein are current in CJIS Online certification, as prescribed by FDLE.
- 2. The User shall not share any state or national Hot File Information to which it has access with the Vendor. The Vendor shall not view or store any Hot File information on behalf of the User. (All other restrictions on access to and dissemination of information obtained by or available to User under its User Agreement with FDLE continue to apply.)
- 3. The User shall enter into an instrument of agreement with the Vendor acknowledging information is obtained by the Vendor via Nlets and the FCIC II Message Switch on behalf of the User. A copy of this agreement shall be forwarded to FDLE. The User shall ensure the Vendor complies with access and dissemination polices for any information obtained via a query processed through the FCIC II Message Switch.

IN WITNESS HEREOF, the parties hereto have caused this Supplemental Agreement to be executed by the proper officers and officials as of the later date indicated below.

NAME OF USER AGENCY The City of Doral Police Department

AGENCY HEAD

Ricardo Gomez	TITLE Chief of Police
(PLEASE PRINT)	
DATE 5-2-11 (SIGNATURE	TITLE Executive Assistant to Chief
FLORIDA DEPARTMENT OF LAW ENFORCEMEN	Τ
BY Donna VZ-2112 (PLEASE PRINT)	TITLE ()15 Director
Doman (SIGNATURE	26
DATE 5/0/11	-
WITNESS Aliegal from	TITLE Administrative Assistant

	Approved as to form and legal sufficiency for the sole use of the City of Doral.
	arting
	Jol Simene-C
-	Print Name

Print Name

Approved as to form and legal sufficiency for the sole use of the City of Doral.

City Attorney

te de la companya de la comp 3

, <del>-,</del> +u