

RESOLUTION No. 21-273

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERAGENCY AGREEMENT WITH MIAMI BEACH POLICE DEPARTMENT TO ACCESS THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT HOT LIST FROM THE VIGILANT LICENSE PLATE READERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Interagency Agreement between Miami Beach Police Department and the City of Doral Police Department for access to the Florida Department of Law Enforcement “Hot List” from the Vigilant License Plate Reader Server, as well as Detection Data from the Host Agency; and

WHEREAS, staff has recommended that the City Council approve the Interagency Agreement between Miami Beach Police Department and the City of Doral Police Department.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Interagency Agreement between Miami Beach Police Department and the City of Doral Police Department for access to the Florida Department of Law Enforcement “Hot List” from the Vigilant License Plate Reader Server, as well as Detection Data from the Host Agency, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Interagency Agreement

on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of December, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

INTERAGENCY AGREEMENT

WITNESSETH

WHEREAS, this Interagency Agreement (the "Agreement") is made and entered into, by the Miami Beach Police Department, hereafter referred to as the "Host Agency", and _____ hereafter referred to as _____, which are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The Host Agency presently has the benefit of access to the Florida Department of Law Enforcement "Hot List" from the Vigilant LPR Server, as well as Detection Data from the Host Agency; and

WHEREAS, The _____ wishes to access the Florida Department of Law Enforcement "Hot List" from the Vigilant LPR Server, as well as Detection Data from the Host Agency;

NOW THEREFORE, the parties agree as follows:

1. The _____ shall be entitled to use, through agents and employees of the Host Agency, the computer system provided via the Host Agency for the purpose of gaining access to the Florida Department of Law Enforcement "Hot List", as well as Detection Data from the Host Agency.
2. The _____ agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of the Host Agency, with regard to the use of said computer systems.
3. The _____ agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the Host Agency, dated *August 09, 2019* a copy of which is attached to this Interagency Agreement.
4. The _____ agrees that it shall make use of the information technology systems only for the administration of criminal justice.
5. Either party may terminate this Agreement upon thirty (30) days written notice, except that the Host Agency may terminate this Agreement immediately and without notice upon finding that the _____ has violated any term of this Agreement.
6. Each party agrees to be liable for any and all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, in the course and scope of such party's utilization, access, distribution or any other usage of any information obtained by way of this Agreement.
7. Nothing herein contained is intended to serve, nor shall be interpreted as a waiver of any defense or limitation of liability afforded a governmental entity as a result of sovereign immunity, or to extend or increase either party's liability as provided in Section 768.28, Florida Statutes. Said financial limitations shall apply to any and all claims and actions including, but not limited to, those arising out of contract or tort.
8. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.
9. This Agreement constitutes the entire agreement of the parties and may not be modified or amended without a written agreement executed by both parties.

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

Miami Beach Police Department

Agency Name

Agency Head

Witness

Date

Agency Name

Agency Head

Witness

Date