RESOLUTION NO. R-2014-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE MIAMI-DADE POLICE DEPARTMENT TO PROVIDE FOR THE NORTH MIAMI POLICE DEPARTMENT'S PARTICIPATION IN THE PHOTO IMAGING (PI) SYSTEM ACCESS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the entering into of mutual aid agreements between law enforcement agencies is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami ("City") and the Miami-Dade Police Department ("MDPD") are desirous of entering into a Memorandum of Understanding with each other to provide for the North Miami Police Department's participation in the Photo Imaging (PI) System Access; and

WHEREAS, MDPD's PI system consists of booking photographs and arrest data of individuals processed by the Miami-Dade Corrections and Rehabilitation Department as well as criminal investigative databases useful to law enforcement in investigating crimes; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding agreement for this purpose will benefit the residents of the City and should be entered into with MDPD.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Memorandum of Understanding Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of a Memorandum of Understanding agreement between the City of North Miami and the Miami-Dade Police Department (MDPD), attached hereto as "Exhibit 1".

Section 2. **Authority of City Manager.** The City Manager is authorized to execute the Memorandum of Understanding agreement attached as "Exhibit 1" with the Miami-Dade Police Department (MDPD).

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 11th day of February, 2014.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Tondreau

Vote:

Mayor Lucie M. Tondreau	x (Yes)	____ (No)
Vice Mayor Scott Galvin	x (Yes)	____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	____ (No)
Councilperson Philippe Bien-Aime	x (Yes)	____ (No)
Councilperson Marie Erlande Steril	x (Yes)	____ (No)

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING (MOU)
MIAMI DADE POLICE DEPARTMENT (MDPD)
AND
PARTICIPATING LAW ENFORCEMENT AGENCY (PLEA)
FOR PHOTO IMAGING (PI) SYSTEM ACCESS

I. ACCESS PROCESS:

A law enforcement agency wanting access to the PI System will be required to complete the Agency Access Request Form (AARF) prior to this MOU taking effect. No agency will be allowed to participate without complying with the minimum requirements set forth in the AARF.

The AARF is to be completed and signed by the PLEA's Police Chief. This will inform the agency of the necessary and correct network line bandwidth needed, if not currently in place.

The PLEA will be required to appoint a ***Technical Liaison or Designee*** to act as a contact person responsible for Network Connection to MDPD and all other technical issues. The ***Technical Liaison or Designee*** will be responsible to report, receive, troubleshoot, and resolve any computer or network related issues with MDPD.

When completed, the AARF should be returned to the current MDPD PI Project Manager, via e-mail. Currently the PI Project Manager can be reached at PI.SUPPORT@mdpd.com.

II. GENERAL PROVISION:

The purpose of this MOU is to establish the terms and conditions for accessing the MDPD computerized PI System.

The PI System and related components consist of booking photographs, along with personal property and related arrest data of arrested individuals (adults/juveniles) that have been processed by the Miami-Dade Corrections and Rehabilitation Department (MDCRD), and the Juvenile Assessment Center (JAC). The booking records are processed in real-time mode and are available in the PI System. The PI System is a web based system allowing law enforcement agencies in Miami-Dade County to have access to the application via the web through secured agency intranet access. The databases currently available are:

- Miami-Dade Adult Arrest Records;
- Miami-Dade Juvenile Arrest Records;
- MDPD Forensic Drawings: Composite, Age Progression, Re-Constructive Face, Postmortem;
- Gang Information;
- Burglary and Auto Theft.

Amendments to the current MOU may be necessary. Specifically, there are future plans to add other databases from different areas of the country, such as the northeastern United States and other Florida locations. These additional databases

will also be made available through the PI System to participating agencies within Miami-Dade County. Consequently, new terms and conditions may be required. The PLEA will be informed of any new terms and conditions. The PLEA will be given the opportunity to review any and all changes and will be given the option of terminating their involvement or continuing their participation.

PLEA will be considered to be part of the Photo Imaging MDPD Enterprise Network and shall be referred to as PLEA.

III. AGREEMENT TERMS AND CONDITIONS:

The PLEA agrees to abide by the terms and conditions set forth in this MOU, specifically, but not limited to, any and all technological requirements, financial responsibilities, personnel requirements, security guidelines, and procedural guidelines. Any security or communication breach will be considered a breach of this agreement and will allow the MDPD in its sole discretion to immediately terminate and/or suspend the participating agencies usage of the PI System and/or that of the violating party.

The following activities are specifically prohibited under this agreement pursuant to MDPD's security policy which could result in MDPD immediately suspending or revoking the user's access or the entire PLEA's right to access the application (PI System).

- Interfering with, tampering with, or disrupting resources of the PI System network or its PLEA;
- Intentionally transmitting any computer viruses, worms, or other malicious software;
- Attempting to access, accessing, or exploiting unauthorized resources;
- Knowingly enabling inappropriate levels of access or exploitation of resources by others;
- Downloading sensitive or confidential electronic information/data to computers that are not adequately configured to protect such information/data from unauthorized access;
- Disclosing any unauthorized electronic information/data;
- Violating Agency, Commonwealth, or federal laws, regulations, policies and/or procedures;
- Failing to cooperate with officials during an investigation of the misuse of the PI System;
- PLEAs are prohibited from electronically sharing any arrest photographs or related arrest data with any non-law enforcement agency or any private entity or individual via network connection or any other access.

IV. HOLD HARMLESS:

All of the materials in these databases are subject to Florida public records laws pursuant to Florida Statutes Chapter 119, Public Records. No agency having access to these records should release any information pursuant to a public records request without first notifying the MDPD Information Technology Services Bureau. This will be done in order to ensure exempt information is not disseminated to the public that may compromise active police investigations, for example.

This information is strictly for law enforcement use and must ***not*** be shared. If this information is shared, used, or in any way disseminated by any employee of the PLEA,

without the expressed consent of the MDPD, MDPD reserves the right to immediately terminate this agreement without notice.

V. No Rights:

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, the State of Florida, Miami-Dade County, or the officers, employees, agents, or other associated personnel thereof.

VI. Liability:

To the extent permitted by law and as limited by §768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU and neither party intends a waiver of sovereign immunity or the limits provided by §768.28, Florida Statutes.

VII. CONNECTIVITY REQUIREMENT:

The PLEA is responsible for obtaining and funding a secured high speed connection (DSL, cable, etcetera). In order to establish a network connection to MDPD, the PLEA must connect via any of the following: NetMotion, Secure Socket Layer Virtual Private Network, or a direct Metro-Ethernet line or any other type including DSL which will be paid solely by the PLEA for the initial connection and line charges as well as on a yearly recurring basis. Furthermore, the PLEA will be responsible for all cost associated with the termination of any contract entered into, if the service is no longer needed. If using a Metro-Ethernet Line, the user must have 128 bit encryption on the line by using a VPN. All communications access to the specific applications or systems will be controlled with firewalls and the use of antivirus software. The PLEA may utilize any of the following carriers to secure the connection:

- AT&T Wireless which is currently being used by MDPD;
- Any cellular carrier authorized in the State of Florida; or
- AT&T Business.

Please note that dial-up access via the Internet as an access protocol method will not be accepted due to insufficient performance and security issues.

VIII. SUPPORT:

In the event the PLEA encounters a technical problem(s) using the PI System, the participating agency agrees to provide the first line of support for its users through their ***Technical Liaison or Designee*** first. The PLEA will try to determine where the problem lies and take appropriate action. When the network problem lies inside of the PLEA's demarcation line (network connection to ATT, etcetera) they will be responsible for addressing their own network problem. If the network problem is related to the AFIS (fingerprints) network connection the ***Technical Liaison or Designee*** will contact the MDPD's Shift Commander at 305-596-8176 and request assistance from the on-call MDPD technical support personnel. The ***Technical Liaison or Designee*** will identify the PLEA, provide their contact information, and

report the network connection problem. If the PI System is being non-responsive, please send an email with detailed information to the current MDPD PI System Project Manager at PI.SUPPORT@mdpd.com. If the MDPD network or PI System is going to be down for scheduled maintenance or some other system problem, an email will be sent to the PLEA's ***Technical Liaison or Designee*** by the MDPD administrator of the PI System.

IX. TRAINING:

Initial training and online user manuals will be provided to the PLEA's ***Technical Liaison or Designee.*** The ***Technical Liaison or Designee*** will then be responsible for fully training all of the PLEA's users. The MDPD holds annual PI System training at the MDPD Fred Taylor Headquarters building. An email notification will be sent approximately a month prior to the training along with information on the times and location. Applicants will be selected on a first come, first serve basis and all users are invited to attend. Requests will be taken via e-mail sent to PI.SUPPORT@mdpd.com, and approved by MDPD. If additional training is required, please contact the System Administrator for assistance at PI.SUPPORT@mdpd.com.

It is very important that training be made available to users, specifically on the "facial recognition" component of the PI System. Although the facial recognition process is relatively simple, there are key points that must be understood for the user to have the greatest possibility for success when using this component.

X. THE PI SYSTEM:

A. The PI System shall be used, at all times, by the PLEA in a manner consistent with its intended function as described herein.

This application provides the PLEA access to adult and juvenile arrest images, data for arrestees booked via the MDCRD Pre-Trial Detention Center, MDCRD Turner Guilford Knight Correctional Center, and the JAC. The images and data are stored in the MDPD PI System server database and will allow law enforcement personnel to perform investigative searches, create photo line-ups, search electronic mug-books, create BOLO announcements, perform facial recognition searches, and access composite drawings. The PLEA will be granted software licenses for an unlimited number of users within the Miami-Dade County geographical boundaries for the following two products:

- Dataworks Plus (DWP): Web Retrieve Software
  This software will allow searches on multiple databases by any of the fields visible on the screen, it will allow creation of lineups, lineups in witness mode, creation of BOLO, perform Facial Recognition on a JPEG image, produce adhoc (listing) reports.

- Dataworks Plus, Web Palm Software (PDA usage)
  The PDA software will allow retrieval of any record from available databases.The insertion of records/images however via PDA will require a license (with associated costs) and access to a specific user database.

Please note: The application is being provided with current retrieval functionality without any licensing charge to the user agency. If a specific report or additional functionality to the application is requested beyond what is being offered, there might

be a cost associated with the request. The cost will be based per existing contract cost with DWP and Miami-Dade County at a rate of $140 per hour. The result of the request could be considered a shared item with the rest of all users (law enforcement agencies) within Miami-Dade County.

The use of this system will help the day-to-day operation of the PLEA and will allow the MDPD to facilitate a long-term plan for providing this service to other municipal police agencies within Miami-Dade County. The MDPD will continue to work with the PLEA to ensure the maintenance and expansion of the various systems.

The PLEA will ensure that each authorized user has a unique "User ID" and password to access the application. Under no circumstances shall this "User ID" and password be shared with any other individual.

The notification to destroy any picture/data regarding a printed inmate record from the PI System that has been lawfully expunged will be based on appropriate Court Orders. The user will be sent a notification to destroy the image/data via email as required by Florida State Statues 943.0585.

B. The Rapid Identification System shall be used, at all times by the PLEA in a manner consistent with its intended function as described herein.

MDPD will make available access to FDLE's criminal history check and the Federal Bureau of Investigation Repository for Individuals of Special Concern (RISC) using the Rapid ID equipment via the current PI System connection. The Dataworks Plus Rapid ID equipment (as approved by FDLE) connects to the PI System via the Rapid ID server. This device performs a two finger print check for criminal history of the individual, including state and out-of-state warrants. The connections via the PI System for the Rapid ID is unlimited for the PLEA, including the reporting capability of the PI System. There is no charge for the connection between the PLEA and our FDLE Rapid ID server.

Rapid ID device(s) will need to be purchased by the PLEA from Dataworks Plus under the Florida State contract. The purchase of the unit(s) and maintenance agreement will be made between the participating agency and Dataworks Plus.

The MDPD has made connection with users of Dataworks Plus systems via the High Intensity Drug Trafficking Area (HIDTA) in New York City which currently includes Pennsylvania, New Jersey, New York, and Michigan. There are future plans to add other databases from different areas of the United States. These additional databases will also be made available through the PI System to PLEA within Miami-Dade County and will be covered by this amendment.

The connection to HIDTA will follow the protocol below:

1) A user who prints a record (image/data) that later becomes sealed or expunged will receive an email advising the user of a print that has become sealed or expunged. He is further instructed to comply as per the MOU to destroy the printed document that is now sealed or expunge.
2) A monthly word document will be provided to the PLEA's Technical Liaison advising the liaison of the users that have printed a sealed or expunged record. The liaison will save the document to his computer and then insert his/her name in the signature box in the bottom of the page which will attest to the fact the requested action has been completed by the users on the list. The signed document will then be emailed back to the MDPD system administrator at

PI.SUPPORT@MDPD.com, who will then forward the signed document to HIDTA.

3) The next time the user logs in to the PI System the user will be prompted with the question of whether the user has destroyed the printed document. If the response is "No", the user will not be allowed to log in. If the user's response to the question is "Yes", the user will be allowed to proceed with the log in.

Rapid ID PLEAs will follow the guidelines set forth by FDLE by:

1) Providing training on the use of the equipment.
2) Creating a Standard Operating Procedure (SOP) of when the equipment is to be used and providing each participating officer with a copy of the SOP.
3) Following the Florida Statutes regarding traffic or investigative stops.
4) Possessing FDLE Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC) certification.
5) Following FDLE Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC) certification.

XI. EFFECTIVE DATE AND TERMINATION:

This MOU becomes effective upon signature of both parties and will remain in full force and effect until rescinded by either party in writing. This MOU may be terminated by either party, with or without cause, by giving 30 day advanced written notice to the other party. Said notice shall be sufficient if it is delivered to the party personally, mailed by certified mail, or sent by facsimile.

IN WITNESS THEREOF, the subscribing officials are authorized to acknowledge and execute this MOU on behalf of their agency.

MIAMI-DADE COUNTY

7/16/13

Carlos A. Gimenez, Mayor for Date

MIAMI-DADE POLICE DEPARTMENT

7/5/2013

J.D. Patterson, Director Date

For

PARTICIPATING LAW ENFORCEMENT AGENCY (PLEA)

North Miami Police Department

Agency Name

Marc Elias Jr., Chief

Agency Representative Name

Agency Representative Signature Date