

RESOLUTION No. 22-123

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERAGENCY AGREEMENT WITH PANAMA CITY BEACH POLICE DEPARTMENT TO ACCESS THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT HOT LIST FROM THE CONTRACTED VENDOR (FLOCK GROUP) LICENSE PLATE READER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Interagency Agreement between Panama City Beach Police Department and the City of Doral Police Department for access to the Florida Department of Law Enforcement “Hot List” from the contracted vendor (Flock Group) 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 Panama City Beach Police Department and the City of Doral Police Department.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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 Panama City Beach Police Department and the City of Doral Police Department for access to the Florida Department of Law Enforcement “Hot List” from the contracted vendor (Flock Group) 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:

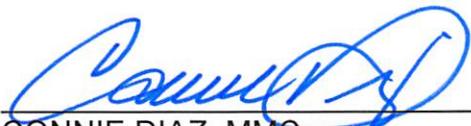
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of August, 2022.



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”

Eusebio
Talamantez.Jr
Chief of Police



Chad Lindsey
Deputy Chief of Police



"Dedicated To Excellence"

17115 Panama City Beach Parkway, Panama City Beach, Florida 32413

Phone: (850) 233-5000

www.beachpolice.org

INTERAGENCY AGREEMENT BETWEEN PANAMA CITY BEACH POLICE DEPARTMENT AND _____ FOR INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The PANAMA CITY BEACH POLICE DEPARTMENT hereafter referred to as CJA, and the _____, hereafter referred to as CJA2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CJA receives license plates based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, The CJA2 wishes to routinely receive the LPR extracts from CJA for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

NOW THEREFORE, The parties agree as follows,

1. The CJA2 shall receive the updated LPR extracts from the CJA via an existing integration between CJA and contracted LPR vendor (FLOCK) twice a day.
2. The CJA will provide the CJA2 with the LPR extracts at no cost to the CJA2.
3. The CJA2 agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. To the extent provided by the laws of Florida, the CJA2 agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
5. The CJA has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline.
6. Either party may terminate this agreement upon thirty (30) days written notice, except that the CJA may terminate this agreement immediately and without notice upon finding that the CJA2 has violated the terms of this agreement.

Captain Wayne Maddox
Field Services

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

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

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PANAMA CITY BEACH POLICE DEPARTMENT (CJA)

Agency Name

Eusebio Talamantez Jr, Chief of Police

Date

WITNESS

Witness Name and Title

Date

Agency Name

(CJA2)

Agency Head and Title

Date

WITNESS

Witness Name and Title

Date

Captain Wayne Maddox
Field Services