

RESOLUTION No. 2007-143-650

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT FOR SERVICES BETWEEN THE CITY OF MIAMI GARDENS AND THE NATIONAL INSURANCE CRIME BUREAU (NICB) TO PERMIT THE USE OF A LICENSE PLATE READER BY THE CITY OF MIAMI GARDENS POLICE DEPARTMENT FOR A PERIOD OF 12 MONTHS AT NO COST; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Miami Gardens Police Department (MGPD) will begin operations in December 2007, and

WHEREAS, a part of the Police Department's strategy will be to provide decrease the amount of auto thefts occurring within the City of Miami Gardens, and

WHEREAS, the License Plate reader is one of the most advanced technologies available to the law enforcement community to assist in the fight against auto theft, and

WHEREAS, the National Insurance Crime Bureau will permit the Miami Gardens Police Department to utilize this equipment at no cost in the furtherance of reducing auto thefts,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain contract for

services between the City of Miami Gardens and the National Insurance Crime Bureau to permit the use of a License Plate Reader for a period of 12 months at no cost.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to National Insurance Crime Bureau and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON OCTOBER 24, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECONDED BY: Councilman Campbell

VOTE: 7-0

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|-------------------------------|--------------------|------------------|
| Mayor Shirley Gibson | <u> x </u> (Yes) | <u> </u> (No) |
| Vice Mayor Barbara Watson | <u> x </u> (Yes) | <u> </u> (No) |
| Councilman Melvin L. Bratton | <u> x </u> (Yes) | <u> </u> (No) |
| Councilman Oscar Braynon, II | <u> x </u> (Yes) | <u> </u> (No) |
| Councilman Aaron Campbell | <u> x </u> (Yes) | <u> </u> (No) |
| Councilwoman Sharon Pritchett | <u> x </u> (Yes) | <u> </u> (No) |
| Councilman André Williams | <u> x </u> (Yes) | <u> </u> (No) |

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oscar Braynon II
Councilman André Williams

Agenda Cover Page

Date: October 24, 2007

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: **Danny O. Crew, City Manager**

Public hearing

Ordinance

1st Reading

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading

Yes No

RFP/RFQ/Bid # _____

Title

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Staff Summary

The Miami Gardens Police Department (MGPD) will begin operations in December 2007. As a part of our strategy to provide effective service and decrease the amount of auto thefts occurring within the City of Miami Gardens (CMG), the Department will utilize the latest technology and resources. One of the more advanced tools available to the law enforcement community is the License Plate Reader (LPR).

The LPR is a device that attaches to a police vehicle and can read and query thousands of license plates in a short time span. The ability to scan and make inquiries will result in a larger amount of stolen vehicles being recovered and aid in the apprehension of criminals who have committed crimes and had their license tags entered into a law enforcement tracking network.

**J-5) CONSENT AGENDA
RESOLUTION
NATIONAL INSURANCE**

The National Insurance Crime Bureau (NICB) has offered use of a LPR to the CMG for a period of 12 months. The NICB will permit the MGPD to utilize this equipment at no cost in the furtherance of reducing auto thefts.

Recommendation:

That the City Council authorizes the City Manager to execute the attached contract with the NICB for use of a LPR for a period of 12 months.



LICENSE PLATE RECOGNITION USE AGREEMENT

In furtherance of its mission of fighting insurance-related crime and fraud, including vehicle theft, the National Insurance Crime Bureau ("NICB") hereby donates the use of a License Plate Recognition System ("LPR") to the City of Miami Gardens ("Agency") subject to the following conditions:

1. Agency shall have the use of the LPR, serial number (TBA)-A for a period of 12 months, commencing January 1st, 2008 and ending on December 31, 2009. Agency shall only use the LPR for legal and permitted uses.
2. At all times the above described LPR shall remain the property of the NICB. If, in NICB's sole discretion, Agency is not sufficiently deploying the LPR, NICB may terminate this agreement prior to the ending date and Agency will return the LPR to NICB.
3. The NICB has assigned (senior) Special Agent Joseph Castro to work with Agency in the implementation and use of the LPR, and as a liaison with the Agency. Contacts with the NICB, including reports should be primarily through the assigned special agent.
4. Agency shall return the LPR to the NICB in proper working order, reasonable wear and tear excepted.
5. Agency will take reasonable care of the LPR while it is in its possession and it shall reimburse the NICB for the value of the LPR if it is lost, stolen or substantially damaged while in the Agency's possession. NICB is not responsible for providing a replacement LPR should the LPR referenced in this Agreement become lost, stolen, substantially damaged or otherwise inoperable.
6. Agency will use the LPR in locations mutually agreed upon with the NICB.
7. Agency agrees to commit sufficient personnel to facilitate the use of the LPR.
 - A. Anticipate 240 recoveries a year / 20 recoveries a month.The NICB is not responsible for the payment of any wages, benefits or any other consideration to the Agency's personnel using the LPR.
8. Agency shall be responsible for providing NCIC and/or any state stolen vehicle files on a daily basis for use with the assigned LPR system.
9. Agency shall provide to the NICB, on a monthly basis, all pertinent information concerning vehicle recoveries and other law enforcement activity, attributable to the use of the LPR system, including, but not limited to; year, make, model, VIN number, location, date, time, whether vehicle was moving or stationary, whether an arrest(s) was made and all charges brought.

10. Agency shall periodically purge all information generated by the LPR not related to a vehicle recovery or ongoing criminal investigation in accordance with applicable Records Retention laws.
11. Agency shall protect, hold harmless the NICB, its member companies, officers, agents and employees for and against any and all claims, losses, damages, liabilities, judgments and actions, of any kind or nature, including reasonable attorney's fees arising out of NICB's furnishing the LPR to the Agency and Agency's use of the LPR.
12. No press release shall be issued by either party that mentions the other party without the other party's written consent.
13. Any modification of this Agreement, including extending the ending date of the Agreement, must be in writing and signed by both parties.

City of Miami Gardens:

National Insurance Crime Bureau:

By: _____

Signature

By: _____

Signature

City Manager
Title

Title

Date: _____

10/30/2007

Attest: Russell Taylor, City Clerk

Approved as to form and legal sufficiency

Sonja K. Dickens, City Attorney

