

**INTERLOCAL AGREEMENT BETWEEN HERNANDO COUNTY
AND THE HERNANDO COUNTY SHERIFF
CONCERNING LICENSE PLATE READER TECHNOLOGY**

This Interlocal Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2026 (the “Effective Date”), by and between Hernando County, a political subdivision of the State of Florida (the “County”), and Alvin Nienhuis, in his official capacity as the Hernando County Sheriff (the “Sheriff”).

WITNESSETH:

WHEREAS, the Board acknowledges the importance of safeguarding individual privacy, civil liberties, and public trust when using new technologies;

WHEREAS, the Board finds that establishing clear rules for the use of License Plate Reader (“LPR”) systems can ensure accountability, transparency, and responsible handling of sensitive information, while still allowing the Sheriff to carry out law enforcement duties without interference; and,

WHEREAS, the Hernando County Board of County Commissioners (“the Board”) recognizes that LPR technology is an important tool that helps the Sheriff keep our community safe by assisting in solving crimes, recovering stolen vehicles, identifying suspects, and locating missing or endangered persons; and,

WHEREAS, the purpose of this Agreement is to allow the responsible use of LPR systems for public safety while recognizing the Sheriff’s role as an independently elected official with authority over law enforcement operations; to establish a clear permitting and accountability framework; to ensure careful handling, storage, and sharing of LPR data; and to make certain that the use of this technology follows the Constitution and all applicable laws; and,

WHEREAS, at the time of execution of this Agreement, courts across the United States have considered the use of LPR systems by law enforcement, and more than thirty such cases have upheld the constitutionality of their use when deployed in accordance with applicable law and established safeguards; and,

WHEREAS, should a binding court of competent jurisdiction hold that the use of LPR systems by law enforcement is unconstitutional, unlawful, or materially restricted in a manner that prevents the continued lawful use LPR systems, the Sheriff will disconnect his LPR system immediately.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

Section 2. Definitions

Terms not otherwise defined in this Agreement will be defined as follows:

“Active Investigation” means any criminal, civil, missing-person, or public safety investigation in which LPR Data is relevant and that such investigation is presently being conducted by the criminal justice agency.

“Authorized Personnel” means employees, deputies, or other individuals designated by the Sheriff's Office who have been granted permission to access LPR systems or LPR Data in accordance with this Agreement and applicable policies.

“County Right-of-Way” means land which by deed, conveyance, agreement, easement, dedication, usage or process of law, is owned or dedicated or otherwise vested in the control of the county for use by the general public for street, highway, alley, pedestrian walkway, sidewalk, storm drainage, bicycle path, traffic engineering safety, setback or other purposes.

“Exigent Circumstances” means emergency situations requiring immediate action to protect people or property, prevent the commission of a crime, or preserve evidence, in order to protect the public.

“Hot File” means a lawfully maintained list or database used by law enforcement to identify vehicles of interest, including those associated with stolen vehicles, missing persons, wanted subjects, or other active alerts.

“License Plate Reader” or “LPR” means a fixed, motion-activated system designed to capture images of the rear of motor vehicles, their license plates and associated data such as the date, time, and location of capture.

“LPR Data” means still photographs of a vehicle's license plate and associated date, time, and location information.

“National Defense Authorization Act” or “NDAA” means a federal law passed each year by Congress that sets national defense standards and includes restrictions on the purchase or use of certain technology from entities the federal government has designated as prohibited.

“Sheriff” means the Hernando County Sheriff and includes his deputies, agents, employees, contractors, subcontractors, and assigns.

Section 3. Sheriff's Obligations/Authorized Uses

3.1 Obligations of Sheriff

3.1.1 The Sheriff shall not affix LPR devices to County-owned infrastructure. Should the Sheriff damage any County-owned infrastructure when installing, repairing, or otherwise maintaining an LPR device, the County will fix the damaged infrastructure at the expense of the Sheriff.

3.1.2 The Sheriff will at all times maintain sole ownership and control of its LPR devices.

3.1.3 The Sheriff will be solely responsible for the repair and maintenance of its LPR devices. The Sheriff will notify the County Engineer or the County Engineer's designee by phone or by email at least one (1) hour prior to any maintenance activity required to an LPR device that is located on a County right-of-way.

3.1.4 The County will not provide electricity to any LPR devices. If the Sheriff chooses a location without an available power supply or sufficient circuit breaker paneling, the Sheriff will be responsible for any associated remediation costs.

3.2 Authorized Uses of Sheriff

3.2.1 The Sheriff affirms that any LPR systems, equipment, software, or related services that he uses are in compliance with the NDAA, including federal restrictions on the purchase or use of covered telecommunications or surveillance equipment from prohibited entities. The Sheriff will not knowingly acquire, use, or deploy LPR equipment or services that are prohibited under applicable NDAA requirements.

3.2.2 The Sheriff may use LPR systems, at his discretion, for legitimate law enforcement and public safety purposes, including but not limited to those powers, duties, and obligations that are delineated in Fla. Stat. § 30.15, as it may be amended.

3.2.3 Nothing in this Agreement will be interpreted to require the Sheriff to receive advance approval for specific investigations from the Board to utilize an LPR system.

Section 4. County's Obligations/Permit Requirements

4.1 The County's Obligations

4.1.1 The County will provide the Sheriff access to its rights-of-way for the installation of LPR devices.

4.1.2 The County will have no responsibility to maintain and repair the Sheriff's LPR devices.

4.1.3 The County will have no ownership rights to the Sheriff's LPR devices.

4.2 Permit Requirements

4.2.1 Operation of LPR systems by the Sheriff within County-owned rights-of-way will follow the County's administrative permitting process.

4.2.2 The Sheriff will be deemed eligible for a permit as a matter of law, subject only to compliance with the general requirements of this Agreement and the County's administrative permitting process.

4.2.3 The County will not use the permitting process as a means to conduct oversight of the Sheriff's law enforcement operations.

Section 5. Data Retention

5.1 LPR Data must be maintained in a secure database that is accessible only to the authorized personnel of a criminal justice agency, as that term is defined in Fla. Stat. § 119.011, as it may be amended. The database must not contain personal identifying information about vehicle owners or drivers; it may only contain still photographs, searchable by license plate number or the physical characteristics of the rear of a vehicle. Authorized personnel may use the database to review license plate images and vehicle features, and to compare such data against lawfully obtained “hot files” or alerts for the purpose of identifying vehicles potentially associated with criminal activity.

5.2 LPR Data will be kept only as long as necessary for legitimate law enforcement purposes, or as required by Florida law, whichever period is longer.

5.3 Data that constitute active criminal intelligence information or that constitute active criminal investigative information, as those terms are defined by Fla. Stat. § 119.011, as it may amended, shall be maintained and retained in accordance with Florida’s public records and evidence retention laws.

5.4 Data that do not constitute active criminal intelligence information or that constitute active criminal investigative information, as those terms are defined by Fla. Stat. § 119.011, as it may amended, will be retained no longer than thirty (30) days, or as long as it may be required by the applicable retention schedule adopted by the Division of Library and Information Services of the Department of State, whichever period is longer.

5.5 The Sheriff agrees to operate LPR systems and handle LPR Data in compliance with all applicable federal and state laws governing privacy, data protection, and law enforcement practices.

5.6 The Sheriff agrees that he will not sell, trade, or otherwise provide LPR Data to commercial or non-criminal justice entities.

Section 6. Confidentiality

6.1 The County recognizes that the specific locations, placement, deployment patterns, technical capabilities, and the total number of LPR systems utilized or operated by the Sheriff is sensitive law enforcement information. The County will keep such information confidential to the extent permitted by Florida law.

6.2 Nothing in this section will be construed to limit the Sheriff's independent authority to disclose information when required by law, court order, or when, in the Sheriff's judgment, disclosure is necessary and appropriate for law enforcement purposes.

Section 7. Scope of Agreement

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter herein. No prior agreements, verbal or otherwise, will be valid unless embodied in this Agreement.

Section 8. Severability

If any provision of this Agreement is held to be invalid, such invalidity will not affect the other provisions.

Section 9. Term

The term of this Agreement will begin on the Effective Date and will remain in effect until terminated. The term will automatically extend for successive one-year terms unless one party provides written notice of its intent to terminate or not renew at least forty-five (45) days prior to the end of the current term.

Section 10. Amendment

This Agreement may be amended or revised only in writing and signed by all parties.

Section 11. Governing Law; Resolution of Disputes; Attorneys' Fees

11.1 The County and the Sheriff will be responsible for its own acts or omissions in the performance of this Agreement. Nothing in this Agreement will be construed to create a joint liability between the County and the Sheriffs Office.

11.2 This Agreement will be interpreted and construed in accordance with Florida law. Any dispute to this Agreement will be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party will be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

11.3 In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida.

Section 12. Notice

All notices required under this Agreement will be in writing and delivered by hand or certified mail to the following addresses:

TO THE SHERIFF:

Hernando County Sheriff
Hernando County Sheriff's Office
18900 Cortez Blvd.
Brooksville, FL 34601

TO THE COUNTY:

Hernando County Administrator
Office of the County Administrator
15470 Flight Path Dr.
Brooksville, FL 34604

Section 13. Representation and Warranties

The County and the Sheriff each represents and warrants that as of the date of signing this Agreement:

13.1 It has full power and authority to execute and deliver this Agreement and to carry out its responsibilities and obligations provided for herein.

13.2 It has executed and delivered all necessary documentation and secured or engaged in all necessary activities to enable it to perform its obligations under this Agreement.

13.3 This Agreement, upon execution and delivery, imposes legal, valid, and enforceable obligations on each party in accordance with the terms and conditions herein.

14. Liability; No Waiver of Sovereign Immunity

The Parties will be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the liability of each of the Parties is subject to the monetary limitations and defenses imposed by Fla. Stat. § 768.28, as it may be amended. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor will anything herein be construed as consent by the parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

15. Assignment, Inspection and Termination

None of the Parties may assign this Agreement or sublet any facilities of any other Party or any part thereof without the written consent of the affected party. The Parties agree that each Party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either Party as follows:

(a) Upon an alleged breach of this Agreement by a Party, any other Party may give written notice of termination of this Agreement to the alleged breaching party specifying the claimed breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement as it applies to the alleged breaching Party and the Party alleging the breach will terminate ten (10) days from receipt of the written notice.

(b) Any Party may terminate this Agreement as to that Party for convenience (i.e., for any reason) by giving written notice to any other Party that the Agreement will terminate as to those Parties thirty (30) days from the receipt of said notice by the other Party.

16. Force Majeure

The Parties agree that failure or delay of any of the Parties in performing any of the terms of this Agreement will be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulation beyond the control of the Parties.

17. Entire Agreement

This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, will have any force or effect.

18. Modification

No modification of this Agreement will be valid or binding unless such modification is in writing and duly executed by the Parties.

19. Binding Effect

This Agreement will be binding upon the respective successors and assigns of the Parties hereto.

20. Waiver of Jury Trial

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulation. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

21. No Third-Party Beneficiaries

The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement will not confer, third-party beneficiary rights upon any other person.

22. Headings

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

23. Recordation

As required by Fla. Stat. § 163.01(11), this Agreement shall be recorded in the Official Records of Hernando County.

(Signatures Follow on Next Page)

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

HERNANDO COUNTY SHERIFF

Date

By:

The Hon. Alvin Nienhuis
Hernando County Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Attorney

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Date

By:

Jerry Campbell
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

VERIFICATIONS

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2026, by Alvin Nienhuis, as the Sheriff of Hernando County, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)