

# MEMORANDUM OF UNDERSTANDING

## WITNESSETH

**WHEREAS**, The Panama City Police Department, hereafter referred to as PCPD, and the \_\_\_\_\_, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

**WHEREAS**, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

**WHEREAS**, both PCPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

**WHEREAS**, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

**WHEREAS**, PCPD presently has the benefit of an Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC; and,

**WHEREAS**, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS and,

**WHEREAS**, The CA wishes to utilize the PCPD FSU ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and/or the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

**WHEREAS**, PCPD is willing to share FSU employee background screening information obtained from state and national fingerprint based records checks with the CA, in a manner consistent with the requirements of the CSP;

**NOW THEREFORE**, The parties agree as follows,

1. FSU will provide the PCPD with a current and complete list of all FSU employees who require unescorted physical or local access to CJI.

2. PCPD will ensure all FSU employees provided in Section 1, above, are appropriately screened and trained.
3. PCPD will fingerprint and submit the requisite identification information on FSU employees who require unescorted physical or local access to CJJ prior to being granted access. The PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
4. PCPD will maintain a current and complete list of all FSU employees who have been authorized to access CJJ. Employee information shall include name, date of birth, and, if previously provided, Social Security number or unique identification to accurately identify the employee.
5. PCPD shall provide to the CA the list of all FSU employees who are authorized access to CJJ.
6. PCPD shall defer to the FDLE CSO regarding any issues with respect to CJJ access eligibility as required by the CSP and the UA.
7. When any change occurs to the list of authorized FSU employees, the PCPD shall provide to the CA the corrected or revised list of authorized FSU employees, and specifically identify any additions, deletions, or modifications to the list.
8. PCPD will notify the CA in the event that a FSU employee, whether seeking or already authorized access to CJJ, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all FSU employees authorized access to CJJ.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a FSU employee authorized access to CJJ, the PCPD shall immediately notify the CA via formal correspondence of the employee's activity.
11. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of a FSU employee authorized access to CJJ.
12. The CA shall be entitled to use, through agents and employees of the PCPD, the FSU ELVIS interface located at the PCPD for the purpose of gaining access to NCIC and FCIC Information Systems.

13. The CA shall be entitled to use, through agents and employees of the PCPD, the FSU TraCS interface located at the PCPD for law enforcement purposes.
14. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of NCIC and FCIC with regards to the use of any device accessing CJI, ELVIS, or TraCS under the terms of this agreement.
15. The CA agrees to abide by all the terms and conditions of the most recent UA executed into between FDLE and the CA.
16. The CA agrees that it shall make use of the ELVIS and/or TraCS access in compliance with the CSP.
17. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.
18. The CA agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information Systems by the CA, CA's agents, and the CA's authorized designees. Subject to such authority and limitations provided pursuant to Section 768.28, Florida Statutes, and subject strictly to the financial limits stated in Section 768.28, Florida Statutes, the CA shall indemnify and hold harmless PCPD for any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.
19. PCPD agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information System entered by PCPD, PCPD agents, and PCPD's authorized designees. PCPD agrees to save and hold harmless, and indemnify the CA from any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.
20. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting ELVIS and/or TraCS access to agency owned devices and forbidding access and use of ELVIS and/or TraCS on personally owned or public devices.
21. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding FSU employees authorized to access CJI.

22. PCPD agrees both the designated primary and secondary points of contact within the CA shall be notified by PCPD of updates and information regarding FSU employees authorized to access CJI.
23. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
24. PCPD will forward a copy of this Agreement to the FDLE CSO.
25. The term of this agreement shall commence on the date the Agreement is signed by both parties.
26. The term of this agreement is 5 years from the date of commencement, or shall end on \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yyyy), whichever comes first.
27. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated the terms of this Agreement, or immediately by the CA without notice upon finding that the PCPD has violated the terms of this Agreement.
28. This Agreement constitutes the entire agreement of the parties and may not be modified or 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.

Panama City Police Department

Agency Name

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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Witness

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Date

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Agency Name

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Authorized Signatory

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