TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2736.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GOLDEN BEACH AND THE CITY OF PANAMA POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a MEMORANDUM OF UNDERSTANDING (the "Agreement") with the City of Panama Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the City of Panama Police Department, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by **Town Administration**

The Motion to adopt the foregoing Resolution was offered by <u>Vice Mayor</u>

<u>Lusskin</u>, seconded by <u>Councilmember Einstein</u> and on roll call the following vote
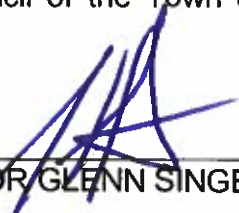
ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this <u>20th</u> day of <u>April</u>, 2021.

ATTEST:

_____
LISSETTE PEREZ
TOWN CLERK

_____
MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

_____

M E M O R A N D U M
_____

Date: April 20, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2736.21 - Approving a Memorandum of
Understanding with the Panama City Police Department**

Item Number:
___3___

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2736.21 as presented.

Background:

The Traffic and Criminal Software System (TraCS), is a system that will allow Golden Beach Police Officers to complete Accident Reports, Traffic Citations and Tow Slips electronically. Presently the Panama City Police Department is the authorized Police Agency that not only houses and maintains the software, but also grants access to users. These systems are hosted by the Panama City Police Department, as such a memorandum of understanding is needed.

(The TraCS Software and Elvis System are linked together)

Fiscal Impact:

There is no cost to the Town.

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, on ___April 1, 2021___ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the ___Golden Beach Police Department___, hereafter referred to as Contract Agency (CA), which 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 into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current 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 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 TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual 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;

WHEREAS, unescorted physical or logical access is defined in Appendix A of the CSP under the definition for Access to Criminal Justice Information.

NOW THEREFORE, the parties agree as follows,

1. FSU will provide PCPD with a current and complete list of all personnel who require unescorted physical or logical access to CJI in TraCS.

2. PCPD will maintain a MOU with the Florida Highway Patrol stating FHP is the lead criminal justice agency for DSM, where the TraCS server physically resides.

3. Per the MOU with FHP, FHP will ensure that all DSM personnel meet CJIS requirements for personnel screening and will notify PCPD of any personnel change.

4. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

5. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or logical access to CJI in TraCS prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

6. PCPD will maintain a current and complete list of all personnel who have been authorized to unescorted physical or logical access to CJI in TraCS. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

7. PCPD shall provide to the CA the list of all personnel who are authorized unescorted physical or logical access to CJI inside TraCS.

8. PCPD shall defer to the FDLE CSO regarding any issues with respect to unescorted physical or logical access to CJI and/or CJI systems eligibility as required by the CSP and UA.

9. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

10. PCPD will notify the CA in the event that an individual, whether seeking or already authorized unescorted physical or logical access to CJI in TraCS, is denied such access by the FDLE CSO.

11. 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 limited to, hot files, and state/national criminal history record information searches, on all personnel authorized unescorted physical or logical access to CJI in TraCS.

12. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.

13. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.

14. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at DSM Technology Consultants, LLC (DSM) data centers located in Winter Haven, FL. for the purpose of gaining access to information Systems for law enforcement purposes.

15. The CA agrees to abide by all applicable logical, state, and federal laws, rules, and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.

16.   The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

17.   The CA agrees that it shall make use of the TraCS access in compliance with the CSP.

18.   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.

19.   In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting criminal justice applications and networks access to agency owned devices and forbidding access and use of criminal justice applications and networks access on personally owned or public devices.

20.   The CA grants DSM permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.

21.   The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at DSM.

22.   The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in TraCS on behalf of the CA solely for the purposes of training or troubleshooting.

23.   The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 22 by the CA to the CA.

24.   The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.

25.   The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling non-governmental, third-party requests for records on behalf of the CA. PCPD and the TraCS agree to forward all records requests received for records created and/or owned as described in section 22 by the CA to the CA.

26.   PCPD agrees that the current FCIC Agency Coordinator (FAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.

27.   PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.

28.   PCPD will forward a copy of this Agreement of the FDLE CSO.

29. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.

30. 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 terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this MOU.

31. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

32. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

[SIGNATURES ON THE FOLLOWING PAGE]

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 (PCPD)

Scott Ervin

Authorized Signatory (PCPD)

K. Scott Ervin #1999		Chief of Police
Printed Name / ID #		Title

Golden Beach Police Department

Agency Name (CA)

Rudy Herbello

Authorized Signatory (CA)

Rudy Herbello	#5040	Police Chief
Printed Name / ID #		Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

Certificate Of Completion

Envelope Id: 164EE36C41104468B7FE216DC10467E3
Subject: Please DocuSign: TraCS MOU Golden Beach PD
Source Envelope:
Document Pages: 5   Signatures: 2
Certificate Pages: 2   Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Amy Pontillo
A1400 University Center
Tallahassee, FL 32306-2370
alc06d@fsu.edu
IP Address: 69.232.46.36

Record Tracking

Status: Original
     3/15/2021 1:57:46 PM

Holder: Amy Pontillo
     alc06d@fsu.edu

Location: DocuSign

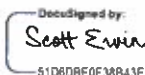| Signer Events	Signature	Timestamp
Rudy Herbello rherbello@goldenbeach.us Police Chief Security Level: Email, Account Authentication (None)	Rudy Herbello —2EAS8?C4EDC34E4 Signature Adoption: Pre-selected Style Using IP Address: 174.140.109.146	Sent: 3/15/2021 2:11:43 PM Viewed: 3/15/2021 3:01:47 PM Signed: 3/15/2021 3:03:41 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Ervin servin@pcgov.org Chief of Police Security Level: Email, Account Authentication (None)	Scott Ervin —51D6DBE0F38B43E Signature Adoption: Pre-selected Style Using IP Address: 207.98.216.210	Sent: 3/15/2021 3:03:42 PM Viewed: 3/15/2021 3:31:16 PM Signed: 3/15/2021 3:31:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Julio Soca jsoca@goldenbeach.us Security Level: Email, Account Authentication (None)	**VIEWED** Using IP Address: 166.137.19.8 Viewed using mobile	Sent: 3/15/2021 1:58:51 PM Viewed: 3/15/2021 2:11:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Courtney Moon cmoon@pcgov.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/15/2021 3:31:35 PM
Olivia Hand ohand@pcgov.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/15/2021 3:31:36 PM Viewed: 3/15/2021 3:45:08 PM
Amy Pontillo alc06d@fsu.edu Systems Architect Florida State University Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/15/2021 3:31:36 PM Resent: 3/15/2021 3:31:40 PM
Seth Bartee sab03c@fsu.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/15/2021 3:31:36 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2021 1:58:51 PM
Certified Delivered	Security Checked	3/15/2021 3:31:16 PM
Signing Complete	Security Checked	3/15/2021 3:31:34 PM
Completed	Security Checked	3/15/2021 3:31:37 PM

Payment Events	Status	Timestamps