

**Lead Contract Agreement for Interagency Information Sharing  
Of Vendor Personnel Security Screening Requirements of MARK43 COMPUTER  
AIDED DISPATCH (CAD) and RECORD MANAGEMNT SYSTEMS (RMS)**

**WHEREAS**, The *Fort Myers Police Department* hereafter referred to as Lead Contract Agency (LCA), 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**, The LCA and the CA are headquartered within the boundaries of the State of Florida;

**WHEREAS**, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CJISSECPOL) for access to state and national Criminal Justice Information (CJI) as defined by the CJISSECPOL; and

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

**WHEREAS**, both the LCA and CA are currently contracting with and have a contract for services with *MARK43*, a private company, for services supporting the administration of criminal justice and systems containing CJI; and

**WHEREAS**, the CJISSECPOL requires criminal justice agencies to execute a Vendor Contract with non-governmental entities who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

**WHEREAS**, *MARK43* is required to adhere to the FBI CJIS Security Policy Security Addendum Process,

**WHEREAS**, the LCA is willing to share *MARK43* 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 CJISSECPOL;

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

1. The LCA will fingerprint, submit, and retain the requisite identification information on MARK43 employees who require unescorted physical or logical access to CJI and/or CJI Systems and Networks. The LCA will use its criminal justice ORI for submitting fingerprints required by the CJISSECPOL and UA.
2. The LCA will maintain a current and complete list of all MARK43 employees who have been authorized access to CJI. Employee information shall include name, date of birth, social security number, date fingerprinted, as well as the date initially trained, tested, certified, or recertified.
3. The LCA shall provide to the CA the list of all MARK43 employees who are authorized access to CJI.
4. When any change occurs to the list of authorized MARK43 employees, the LCA shall provide to the CA the corrected or revised list of authorized MARK43 employees, and specifically identify any additions, deletions, or modifications to the list.
5. The LCA will notify the CA if a MARK43 employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
6. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a MARK43 employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
7. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a MARK43 employee authorized access to CJI.
8. The LCA shall ensure MARK43 employees complete appropriate role based CJISONLINE training as identified in the CJISSECPOL.
9. The LCA shall ensure MARK43 employees sign the CJIS Security Addendum Certification Page and shall retain those copies as required by the FBI CJIS Security Policy and the FDLE User Agreement.
10. In the event that MARK43 outsources any work to a third-party vendor or contractor, the LCA will be responsible to ensure that all vendor employees are fingerprinted under the LCA's ORI, take and maintain appropriate level of role based training in CJISONLINE, maintain a signed security addendum certification page of all vendor personnel, maintain the required vendor personnel personal information (as outlined under 2) and provide all the information to the CA as it pertains to their systems or equipment.
11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding MARK43 and any third-party vendors/contractors of the MARK43 employees authorized to access CJI.
12. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CJISSECPOL and the U/A.

13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
14. The LCA will forward a copy of this agreement to the FDLE CSO.
15. Either party may terminate this agreement upon thirty (30) days written notice to the other.
16. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
17. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed.

\_\_\_\_\_  
Fort Myers Police Department (LCA)

\_\_\_\_\_  
Chief of Police

06 / 18 / 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Criminal Justice Agency (CA)

\_\_\_\_\_  
for LG  
Agency Head

12/23/25  
\_\_\_\_\_  
Date

ATTEST: City of North Miami, a Florida Municipal Corporation,

By: \_\_\_\_\_  
Theresa Therilus, Esq.  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Jeff P. H. Cazeau, Esq.  
City Attorney

Date: \_\_\_\_\_

**RESOLUTION NO. 2025-R-220**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE FORT MYERS POLICE DEPARTMENT FOR INTERAGENCY INFORMATION SHARING OF VENDOR PERSONNEL SECURITY SCREENING REQUIREMENTS OF MARK43 COMPUTER AIDED DISPATCH (CAD) AND RECORD MANAGEMENT SYSTEMS (RMS); PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami (“City”) and the Fort Myers Police Department (“FMPD”) are both criminal justice agencies formally recognized by the Federal Bureau of Investigation (“FBI”) and the Florida Department of Law Enforcement (“FDLE”); and

**WHEREAS**, both agencies have entered into Criminal Justice User Agreements with FDLE and are required to abide by the FBI Criminal Justice Information Systems Security Policy (“CJISSECPOL”) for access to state and national Criminal Justice Information (“CJI”); and

**WHEREAS**, both agencies are currently contracting with MARK43, a private company, to provide Computer Aided Dispatch (“CAD”) and Records Management System (“RMS”) services supporting the administration of criminal justice and systems containing CJI; and

**WHEREAS**, the CJISSECPOL requires criminal justice agencies to execute vendor contracts with non-governmental entities that provide services involving access to criminal history record information in support of the administration of criminal justice; and

**WHEREAS**, FMPD is willing to share MARK43 employee background screening information obtained from state and national fingerprint-based checks with the City in a manner consistent with the requirements of the CJISSECPOL; and

**WHEREAS**, the proposed Agreement will facilitate compliance with the CJISSECPOL, promote operational efficiency, and ensure secure management of sensitive law enforcement data; and




**WHEREAS**, the Mayor and City Council find it in the best interest of the City and its residents to authorize the City Manager to execute the Agreement between the City of North Miami and the Fort Myers Police Department.

**NOW, THEREFORE, BE IT DULY RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Authority of the City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute the Lead Contract Agreement for Interagency Information Sharing of Vendor Personnel Security Screening Requirements of MARK43 Computer Aided Dispatch (CAD) and Records Management Systems (RMS) between the City of North Miami and the Fort Myers Police Department, in substantially the form attached hereto and incorporated herein as Exhibit "1."

**Section 2.**      **Effective Date.** This Resolution shall become effective immediately upon adoption.


**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10th day of November, 2025.

  
ALIX DESULME, ED.D.  
MAYOR

ATTEST:

  
\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Estime-Irvin

Seconded by: Desulme

**Vote:**

Mayor Alix Desulme, Ed.D.

X (Yes)        (No)

Vice Mayor Kassandra Timothe, MPA

X (Yes)        (No)

Councilman Kevin A. Burns

X (Yes)        (No)

Councilwoman Mary Estimé-Irvin

X (Yes)        (No)

Councilman Pierre Frantz Charles, M.Ed.

X (Yes)        (No)