

# **MEMORANDUM OF UNDERSTANDING**

## **Florida State University (FSU) Traffic and Criminal Software (TraCS)**

### **WITNESSETH**

**WHEREAS**, on \_\_\_\_\_ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the North Miami Police Department \_\_\_\_\_, 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 current FBI Criminal Justice Information System (CJIS) 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**, PCPD presently has the benefit of contracting with TraCS, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

**WHEREAS**, the CA wishes to utilize the TraCS system 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 CJISSECPOL;

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

**WHEREAS**, To facilitate secure and efficient remote technical support, CA can choose to authorize the use of BeyondTrust Remote Support software by all personnel provided in Section 1. This access is granted solely for the purpose of providing IT assistance, troubleshooting, system maintenance, and related support services.

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

1. FSU will provide the PCPD with a current and complete list of all personnel who require unescorted physical or local 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 Northwest Regional Data Center (NWRDC), where the TraCS server physically resides.

3. Per the MOU with FHP, FHP will ensure that all NWRDC 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 CJISSECPOL and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, completed Security and Privacy Training certificates, and FCIC/NCIC Limited Access 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 local access to CJI and/or CJI systems eligibility as required by the CJISSECPOL 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 local 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 local 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 NWRDC located in Tallahassee, Florida, for the purpose of gaining access to information Systems for law enforcement purposes.
15. The CA agrees to abide by all applicable local, 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 CJISSECPOL.
18. If the CA intends to use mobile devices (as defined in the CJISSECPOL), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CJISSECPOL.
19. The CA is responsible for ensuring that each of their users meets CJISSECPOL log in requirements and has multi-factor authentication enabled through the TraCS application user editor in the form of a one-time password using either DUO, Microsoft Authenticator, or Google Authenticator; or static IP filtering implemented in addition to an approved FDLE MFA method at the device level; or other FDLE approved MFA method that integrates with TraCS; as well as secure password requirements enabled through the user editor.
20. The CA is responsible for maintaining a list of commonly-used, expected, or compromised passwords and update the list quarterly and when organizational passwords are suspected to have been compromised directly or indirectly.
21. 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.

22. The CA grants NWRDC permission to retain and host all records created inside TraCS by the CA in accordance with the CJISSECPOL and FDLE UA.
23. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at NWRDC.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
30. PCPD will forward a copy of this Agreement to the FDLE CSO.
31. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.

32. 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.
33. 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.
34. 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.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

[SIGNATURES ON THE FOLLOWING PAGE]

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Mark Smith #604

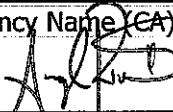
Chief of Police

Printed Name / ID #

Title

North Miami Police Department

Agency Name (CA)



Cherise Gause

Authorized Signatory (CA)

Cherise Gause

Chief of Police

Printed Name / ID #

Title

*The current FBI CJIS CJISSECPOL mandates all agencies connected to the FBI CJIS systems adhere to regulations 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.*

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Date

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI, FLORIDA,  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE  
PANAMA CITY POLICE DEPARTMENT TO  
PARTICIPATE IN THE FLORIDA STATE UNIVERSITY  
TRAFFIC AND CRIMINAL SOFTWARE (“TRACS”)  
SYSTEM; PROVIDING FOR AN EFFECTIVE DATE AND  
ALL OTHER PURPOSES.**

**WHEREAS**, the Florida State University (“FSU”) Traffic and Criminal Software (“TraCS”) program provides access to a secure statewide system used by law enforcement agencies to complete and manage traffic crash reports and other criminal justice data in compliance with the FBI Criminal Justice Information Services (“CJIS”) Security Policy; and

**WHEREAS**, The Panama City Police Department (“PCPD”) currently contracts with FSU to operate and maintain the TraCS system and serves as the host agency for participating law enforcement agencies within the State of Florida; and

**WHEREAS**, NMPD is a duly recognized criminal justice agency under the Florida Department of Law Enforcement (“FDLE”) and the Federal Bureau of Investigation (FBI), authorized to access Criminal Justice Information consistent with CJIS Security Policy requirements; and

**WHEREAS**, PCPD and NMPD desire to enter into a Memorandum of Understanding (“MOU”) to allow NMPD to utilize the TraCS system for law enforcement purposes in accordance with FDLE and FBI CJIS Security Policy guidelines; and

**WHEREAS**, under the MOU, PCPD will maintain oversight of personnel access screening and provide coordination with the FDLE CJIS Systems Officer, while NMPD agrees to comply with all applicable local, state, and federal laws, maintain a Mobile Device Management (“MDM”) solution for secure access, ensure multi-factor authentication, and fulfill all public records obligations related to its records created within TraCS; and

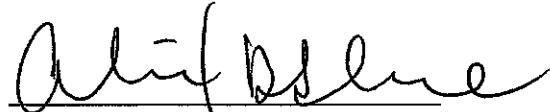
**WHEREAS**, the Mayor and City Council find that it is in the best interest of the City and its residents to authorize the execution of this Memorandum of Understanding between NMPD and PCPD for these purposes.

**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 Memorandum of Understanding between the Panama City Police Department and the North Miami Police Department, in substantially the form attached hereto as Exhibit "A."

**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: Charles

Seconded by: Desulme

**Vote:**

Mayor Alix Desulme, Ed.D.  
Vice-Mayor Kassandra Timothe, MPA  
Councilman Kevin A. Burns  
Councilwoman Mary Estimé-Irvin  
Councilman Pierre Frantz Charles, M.Ed.

(Yes)  (No)  
 (Yes)  (No)  
 (Yes)  (No)  
 (Yes)  (No)  
 (Yes)  (No)