

MEMORANDUM OF UNDERSTANDING

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 _____, 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)

Authorized Signatory (PCPD)

Mark Smith # 604

Chief of Police

Printed Name / ID #

Title

City of Ocala, by and through Ocala Police Department

Agency Name (CA)

DocuSigned by:

Mike Balken

Authorized Signatory (CA)

Mike Balken

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.

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

DocuSigned by:

Benjamin Marciano

2EB86ED27B19440...

Benjamin Marciano

BM

Certificate Of Completion

Envelope Id: 1D773BC1-A745-4B00-B90C-1C68E455670E

Status: Completed

Subject: SIGNATURE - MOU - TraCS - OPD and Panama City PD (OPD/250672)

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

5/29/2025 10:15:02 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

William E. Sexton, Esq.

B07DCFC4E86E429...

Timestamp

Sent: 5/29/2025 10:20:42 AM

Viewed: 5/29/2025 11:24:43 AM

Signed: 5/29/2025 11:44:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mike Balken

mbalken@ocalapd.gov

cHIEF

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Mike Balken

2DC018CA5AF443E...

Sent: 5/29/2025 11:44:52 AM

Viewed: 6/9/2025 1:28:19 PM

Signed: 6/9/2025 1:28:36 PM

Signature Adoption: Pre-selected Style

Using IP Address: 208.56.25.83

Electronic Record and Signature Disclosure:

Accepted: 2/24/2023 9:56:54 AM

ID: ca99c17b-3fcf-4dc1-9774-38253d87606f

Benjamin Marciano

bmarciano@ocalafl.gov

BM

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Benjamin Marciano

2EB86ED27B19440...

Sent: 6/9/2025 1:28:38 PM

Resent: 6/24/2025 11:34:59 AM

Viewed: 6/24/2025 1:57:28 PM

Signed: 6/24/2025 1:57:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 6/9/2025 6:52:58 PM

ID: afdec09e-ec09-432f-a0a2-cb61cbe2a842

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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2025 10:20:42 AM
Certified Delivered	Security Checked	6/24/2025 1:57:28 PM
Signing Complete	Security Checked	6/24/2025 1:57:48 PM
Completed	Security Checked	6/24/2025 1:57:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.