Eusebio Talamantez, Jr.
Chief of Police

Panama City Beach POLICE

Chad Lindsey
Deputy Chief of Police

"Dedicated to Excellence"

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Lead Contract Agreement for Interagency Information Sharing Of Vendor Personnel Security Screening Requirements of Vendor Name

WHEREAS, The *Panama City Beach Police Department*, hereafter referred to as Lead Contract Agency (LCA), and *the Coconut Creek 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, 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 *FLOCK Safety,* 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, FLOCK Safety is required to adhere to the FBI CJIS Security Policy Security Addendum Process,

WHERAS, the LCA is willing to share FLOCK Safety 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 FLOCK Safety 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.

Captain Jason Jones
Field Services

Captain Wayne Maddox
Criminal Investigations

Captain Richard McClanahan
Professional Standards

Captain John Deegins
Administration

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2. The LCA will maintain a current and complete list of all FLOCK Safety 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 FLOCK Safety employees who are authorized access to CJI.

4. When any change occurs to the list of authorized FLOCK Safety employees, the LCA shall provide to the CA the corrected or revised list of authorized FLOCK Safety employees, and specifically identify any additions, deletions or modifications to the list.

5. The LCA will notify the CA in the event that a FLOCK Safety 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 FLOCK Safety 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 FLOCK Safety employee authorized access to CJI.

8. The LCA shall ensure FLOCK Safety employees complete appropriate security awareness training as identified in the CJISSECPOL.

9. The LCA shall ensure FLOCK Safety 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 FLOCK Safety 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 Security Awareness Training, 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 FLOCK Safety and any third-party vendors/contractors of the FLOCK Safety 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.

Captain Jason Jones
Field Services

Captain Wayne Maddox
Criminal Investigations

Captain Richard McClanahan
Professional Standards

Captain John Deegins
Administration

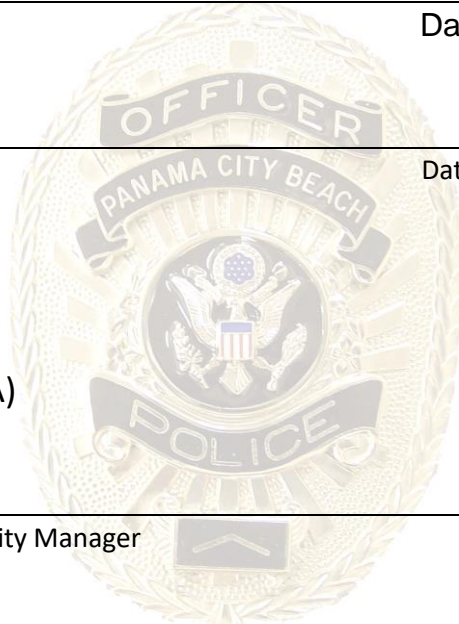*Home of the world's most beautiful beaches.*

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.

Panama City Beach Police Department (LCA)

_____

Agency Head   Date

_____

Witness   Date

City of Coconut Creek (CA)

_____

Agency Head – Sheila N. Rose, City Manager   Date

_____

Witness – Joseph J. Kavanagh, City Clerk   Date

APPROVED AS TO FORM

_____

Terrill C. Pyburn, City Attorney   Date

Captain Jason Jones   Captain Wayne Maddox   Captain Richard McClanahan   Captain John Deegins
Field Services   Criminal Investigations   Professional Standards   Administration

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