

MANAGEMENT CONTROL AGREEMENT

Between

**Jackson County, Missouri,
And the**

Regional Justice Information Services Commission

This Management Control Agreement is made and entered into this 24th day of June 2014, by and between Jackson County, Missouri, hereinafter referred to as "User Agency," and the Regional Justice Information Service Commission hereinafter referred to as "REJIS."

DEFINITIONS

REJIS was established and is governed as a joint commission pursuant to Sections 70.210-70.320 RSMo, as well as Ordinances 57056, 58617, & 64180 of the City of St. Louis and Ordinances 7631, 10598 & 18657 of St. Louis County.

For the purposes of Management Control and applicable security addendums, the USER AGENCY is recognized as a Criminal Justice Agency (CJA) and REJIS is recognized as a Non-Criminal Justice Agency (NCJA) as defined in FBI CJIS Security Policy.

For the purposes of data control, security and protection and this agreement the USER AGENCY requires all criminal justice data provided to or processed by REJIS on behalf of the USER AGENCY to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and USER AGENCY policies governing the handling, disclosure and control of the data.

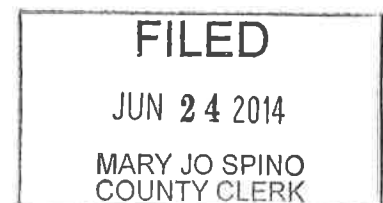
PURPOSE OF AGREEMENT

This agreement provides management control for USER AGENCY, which serves as a criminal justice agency authorized under law to receive, process and store CJI. This management control ensures that any contracted work involving the processing, transmission, storage or sharing of CJI performed by REJIS on behalf of USER AGENCY shall remain under the strict management control of USER AGENCY according to the terms of this agreement and applicable state and federal policies.

Duties of User Agency

Under the terms of this agreement USER AGENCY shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the access to and control over all CJI and USER AGENCY provided/obtained or owned data and associated processing systems:

- a. Manage control over, and retain ownership of, any CJI requested by, entered by or received by any employee of USER AGENCY or employee of REJIS who receives criminal justice data on behalf of USER AGENCY.
- b. Access to agency owned criminal justice data and CJIS systems by REJIS
- c. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and



- related Criminal Justice and CJIS systems used to process, store, or transmit CJI or any other agency owned data guaranteeing the priority, confidentiality, integrity and availability of service needed by the criminal justice community.
- d. REJIS' compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, Missouri State Highway Patrol (MSHP) MULES policy and local department policy as they relate to the contracted duties being performed by REJIS on behalf of USER AGENCY .
 - e. Monitor the use of CJI records and shall notify REJIS if they are suspending or revoking access authorization and/or lifting any such suspension or revocation.
 - f. Take appropriate disciplinary action upon confirmation of misuse by its employees. Disciplinary actions shall be based upon the agency's policies and procedures.
 - g. Enter records into the REJIS system and be responsible for the content of those records and keep the record content timely, accurate and complete.
 - h. Train their computer terminal operators through training classes that REJIS offers in the use of its services and ensure that training programs are completed and a biennial certification is achieved. (NOTE: This does not replace the MULES/NCIC requirement to obtain MULES/NCIC training and recertify through the MSHP)
 - i. Ensure that all computer hardware/software installed at the [CJA Abbreviation] facility(ies) that are attached to the REJIS/CJIS environment complies with published standards. These standards are available through REJIS.

Duties of REJIS

As a NCJA contracted organization, REJIS may only perform those functions explicitly delegated to REJIS by USER AGENCY in writing as a part of the contract to perform these duties, this agreement or another fully executed agreement between these two parties. Additionally, REJIS may only provide access to CJIS Systems and criminal justice data under the management control of the USER AGENCY as permitted under this agreement, applicable federal and state law, FBI CJIS Security Policy, MULES policy and any other applicable agreements or contracts executed between both parties of this agreement.

CJIS Connectivity

The type of electronic equipment used by REJIS shall be compatible with the standards set forth in the FBI CJIS Security Policy and shall meet with the approval of the MSHP Information Security Officer (ISO) and the USER AGENCY Local Agency Security Officer (LASO). The use of any CJIS interfaces or connections operated on behalf of USER AGENCY shall be limited to law enforcement/criminal justice purposes and entities with whom USER AGENCY have a current agency agreement on file with the MSHP Security Unit. REJIS must receive written approval before granting any access to the CJIS interface/connection or data operated/maintained on behalf of USER AGENCY to any agency other than USER AGENCY or subunits thereof. All such interfaces or connections must also meet all FBI and MSHP CJIS technical specifications and security safeguards.

Screening of REJIS Personnel and Contractors

All REJIS employees and contractors with either physical or logical access to CJI and/or unescorted access to terminals processing CJI must each sign an FBI CJIS Security Addendum and submit to a fingerprint-based background check pursuant to MSHP CJIS fingerprint policy. Fingerprints must be submitted to either the USER AGENCY or the MSHP CJIS Division for inclusion in the Missouri Centralized Vendor File within thirty (30) days of hire. All final determinations for REJIS employee or contractor access to CJI are at the sole discretion of the MSHP CJIS Systems Officer (CSO). Decisions to approve or deny access will be provided to REJIS in writing. However, any denials will only be based upon the reasonableness of the denial action. A list of authorized REJIS employees/contractors will be maintained by USER AGENCY or in the Missouri Centralized Vendor File.

Dissemination

Any REJIS employee or contractor who has access to or receives CJI shall only use the access and data for the purposes for which access was required and it will not be disseminated to any other party without explicit permission from the USER AGENCY.

Audit

REJIS computer equipment, facilities, policies and procedures as well as agency-owned data are subject to and shall be made available for Policy Compliance Reviews, Technical Security Audits and routine review by USER AGENCY staff, MSHP CJIS auditors or FBI CJIS auditors. REJIS must allow the aforementioned personnel necessary access to audit, implement and enforce security control as defined by FBI CJIS Security Policy.

Security

REJIS agrees to limit access to CJI owned by USER AGENCY or furnished by MSHP or FBI CJIS in strict accordance with NCIC, NLETS, MULES, FBI CJIS Security and USER AGENCY policies and regulations. REJIS agrees to take full responsibility for the integrity of the CJI stored or processed by REJIS on behalf of USER AGENCY. REJIS shall not be held responsible for the misuse of CJI by non-REJIS personnel/contractors. All REJIS personnel or contractors with direct or indirect physical or logical access to CJI shall complete security awareness training pursuant to FBI CJIS Security Policy every two (2) years. REJIS is also responsible for implementing adequate physical security measures at their facilities to protect against any unauthorized personnel gaining access to computer systems, network equipment, storage devices or areas containing/processing CJI. REJIS must provide a complete copy of all USER AGENCY owned data upon written request in a mutually agreeable format within thirty (30) days of request to USER AGENCY to allow for the properly inspection and integrity assurance checks of the data. REJIS shall not provide any CJI commercially or extract any metadata for use by REJIS except within the official scope of duties performed on behalf of USER AGENCY. Additionally REJIS all CJI data and backups thereof shall remain the property of and under the control of USER AGENCY.

Network Diagram

REJIS is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the REJIS network configuration including the location of all computer equipment, connectivity to CJIS and USER AGENCY as well as the data flow within the USER AGENCY network. This network diagram must be updated whenever substantial changes occur or at least every three (3) years and submitted to the MSHP ISO for review and approval.

Misuse

USER AGENCY agrees that any misuse of CJIS systems or CJI obtained by or stored on behalf of USER AGENCY by REJIS or REJIS' personnel or contractors is a Class A Misdemeanor pursuant to 576.050 RSMo as well as a security incident and as such must be reported to USER AGENCY and to the MSHP CSO and ISO.

Indemnification

To the extent the laws permits, REJIS agrees to indemnify and hold harmless USER AGENCY, and their officials and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense and damages resulting from unauthorized use, or our of, or involving and negligence on the part of REJIS or REJIS' personnel or contractors in the exercise of or use of this agreement. Further, to the extent the law permits, the USER AGENCY agrees to indemnify and hold REJIS, and their officials and employees from and against any and all claims, demands, actions, suits and proceedings by others against all liability to others, including but not limited to any liability for damages by reason of or arising out of any misuse of the REJIS system(s) by USER AGENCY, or involving any negligence on the part of USER AGENCY or USER AGENCY's personnel or contractors in the exercise or use of this agreement

Suspension of Service

USER AGENCY reserves the right to suspend all use of CJI owned by, or any CJIS connection operated on behalf of USER AGENCY when any terms of this agreement, or documents incorporated herein are violated by REJIS or REJIS' employees or contractors. Prior to this suspension of connectivity/data use, REJIS shall be notified in writing by USER AGENCY of any alleged violations by USER AGENCY of this agreement. REJIS shall then have five (5) business days to provide a written response to USER AGENCY regarding the notice of violation. If the alleged violation has been satisfactorily resolved use of the data and/or CJIS connections will not be suspended and USER AGENCY shall provide REJIS with written documentation of the fact. If the remediation or planned remediation of documented violations does not meet the terms of this agreement USER AGENCY will notify REJIS of a suspension date in writing. The suspension date will be no less than ten (10) business days from the date USER AGENCY notifies REJIS of the forthcoming suspension. After connectivity and use of the CJI has been suspended, USER AGENCY shall resume furnishing such access and information to REJIS upon receipt of satisfactory proof that such violations did not occur or that such violations have been fully corrected or eliminated. If satisfactory proof is not received by USER AGENCY within thirty (30) days following the suspension this agreement will be considered cancelled for non-compliance and will invoke the cancellation section of this agreement.

Cancellation

USER AGENCY or REJIS may cancel this agreement with or without cause upon thirty (30) day notice in writing to the other party. Upon cancellation any and all data/CJI owned by USER AGENCY shall be furnished to USER AGENCY by REJIS in a mutually agreeable format within (30) days of the receipt of the cancellation notice. Upon notification by USER AGENCY to REJIS that the data has been received in an acceptable format REJIS shall remove and destroy any USER AGENCY owned data from any systems, databases or backups thereof operated by REJIS.

Charges

The ordinances that established REJIS require the REJIS recover its operating expenses through fees for its services. Each criminal justice agency is charged by the amount and type of service it uses. For each calendar year, the REJIS Commission sets a maximum charge for each agency. REJIS invoices these charges monthly, with payment due upon receipt of the invoice.

Incorporation

The following documents and legislation are incorporated into this Management Control Agreement:

1. NCIC 2000 Operating Manual and related Technical and Operational Updates (TOUs)
2. NCIC 2000 Code Manual
3. Interstate Identification Index (III)/National Fingerprint File (NFF) Operational and Technical Manual
4. FBI CJIS Security Policy, Version 5.2
5. FBI CJIS Security Addendum
6. NLETS User and Technical Guide
7. MULES Policies and Procedures Manual
8. MULES Terminal Agency Coordinator (TAC) Guide
9. MULES On-the-Job Training (OJT) Workbook.
10. MSHP CJIS Purpose Code X Manual
11. MSHP CJIS Policy Compliance Review Reference Manual: Fingerprint-Based Identification for Non-Criminal Justice Purposes.
12. All MSHP CJIS Newsletters
13. Minutes of FBI CJIS Advisory Policy Board Meetings
14. Bylaws for the FBI CJIS Advisory Policy Board and FBI CJIS Working Groups

- 15. Title 28, CFR, Parts 16;20;25;50;901;906
- 16. Title 5, USC, Chapter 91
- 17. Title 28, USC, Sections 552;552a;534
- 18. Title 42, USC, Chapter 72
- 19. Title 42, USC, Sections 14611-14616
- 20. Public Law 92-544
- 21. RSMo Sections
 43.010;43.120;43.401;43.500;43.509;43.515;43.532;43.535;43.543;210.482;221.510;301.230;302.225;304.155;304.158;313.220;388.625;455.101;455.050;455.085;559.107;571.101;571.104;576.050;577.001;577.005;577.023;577.51;589.410;590.010;610.120

Acknowledgement

WE THE UNDERSIGNED, AGREE TO COMPLY WITH THE DUTIES, RESPONSIBILITIES AND TERMS NAMED IN THIS MANAGEMENT CONTROL AGREEMENT. WE UNDERSTAND THAT FAILURE TO COMPLY WITH THESE DUTIES AND RESPONSIBILITIES MAY RESULT IN SACTIONS BY THE USER AGENCY, MISSOURI CJIS SYSTEMS OFFICER AND/OR THE FBI CRIMINAL JUSTICE INFORMATION SERVICES ADVISORY POLICY BOARD, UP TO AND INCLUDING TERMINATION OF ACCESS TO CJIS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below.


Jackson County, Missouri

REJIS Commission:

Name: Q. Troy Thomas

Name: Dr. William R. Powell Jr.

Signature: 

Signature: 

Title: Director of Finance

Title: REJIS General Manager

Date: 6/23/14

APPROVED AS TO FORM:

By: 
Stephen Nixon
 County Counselor