

USER AGENCY AGREEMENT

for access to

**MISSOURI STATE HIGHWAY PATROL
CRIMINAL JUSTICE INFORMATION SYSTEMS**

This agreement is made and entered into this 8th day of August, 2012, by and between the Missouri State Highway Patrol (hereinafter referred to as MSHP), administrator of the Missouri Statewide Criminal Justice Information Systems (hereinafter referred to as CJIS), and the JACKSON COUNTY, MISSOURI (hereinafter referred to as USER AGENCY).

The MSHP, as the State CJIS System Agency (CSA), oversees all USER AGENCY computer interfaces to CJIS from the General Headquarters facilities in Jefferson City, Missouri.

PURPOSE OF AGREEMENT

This agreement provides for the MSHP, a division of the Missouri Department of Public Safety, to serve as the state agency responsible for the management and operation of CJIS and all other systems interfaced to CJIS. This agreement governs the exchange of information between the MSHP Criminal Justice Information Services Division and the USER AGENCY.

DUTIES OF THE MSHP

The MSHP agrees to furnish the USER AGENCY such information as is available via CJIS and authorized for the USER AGENCY. The MSHP further agrees to incorporate the necessary rules, regulations and operating procedures of the State of Missouri, the Federal Government (FBI/NCIC) and other interfaced computer networks (NLETS, DOR, etc.) into the MULES Policies & Procedures Manual and to provide specialized training on such rules, regulations and procedures.

DUTIES OF THE USER AGENCY

The USER AGENCY will collect, receive, store, use and disseminate all information covered by the terms of this agreement in strict compliance with Federal and State laws and regulations, as well as all rules, policies and procedures as described in the CJIS Security Policy, NCIC 2000 Operations Manual, and the MULES Policies & Procedures Manual.

NETWORK MANAGEMENT

The MSHP will be responsible for providing network management coordination and network support from the MSHP Information & Communication Technology Division (ICTD) to the router at the USER AGENCY. The USER AGENCY will be responsible for the acquisition, installation, costs and management of their network past the router. MSHP will furnish the USER AGENCY with information relating to changes in the MSHP managed network. Any impact this could have on the USER AGENCY network will be the responsibility of the USER AGENCY.

FILED
OCT 09 2013
MARY JO SPINO
COUNTY CLERK

NETWORK EQUIPMENT

State owned network equipment is installed at the USER AGENCY to provide the network connectivity and network management from the agency site to the MSHP. In sites where multiple agencies are located, the state owned equipment will typically be installed at a 24-hour, 7 day-a-week site. The USER AGENCY site where state owned equipment is installed agrees to provide MSHP technical staff, or technical workers contracted by MSHP, access to the equipment. The USER AGENCY also agrees to refrain from interfering with the state owned equipment or equipment of other co-located agencies. If a situation occurs that the USER AGENCY deems it is necessary to interact with the state owned equipment, the USER AGENCY will notify the ICTD Help Desk of the situation and then proceed only with the approval from the ICTD Help Desk. If a situation occurs that the USER AGENCY deems it necessary to interact with network equipment of other co-located agencies, the USER AGENCY will coordinate this with the affected agency. Failure to comply will result in the relocation of the state owned equipment to a different site. Procurement of and all changes to computer terminals, data sets and circuits between and connecting the terminal stations and CJIS shall be coordinated with MSHP ICTD. The type of electronic equipment used at the terminal station shall be compatible with the standards set forth in the FBI CJIS Security Policy and shall meet with the approval of the state Information Security Officer (ISO).

COMPUTER SUPPORT

The MSHP will assist USER AGENCY with connection and computer-related issues via its 24x7 helpdesk. MSHP personnel will be responsible for assisting USER AGENCY information technology (IT) staff, or contracted IT vendors, with the validation of the minimum established computer requirements necessary for connecting to CJIS. With the approval and/or oversight of the USER AGENCY IT resources, the MSHP may utilize remote control software to establish remote sessions to USER AGENCY devices as a means to troubleshoot reported problems. MSHP will not assume responsibility for the installation of software on USER AGENCY devices, including new installations, updates, or software maintenance. If requested, MSHP will work with USER AGENCY IT staff, or contracted IT vendors, to educate them on the IT-related policies, procedures, and installations necessary to successfully access CJIS.

FINANCIAL OBLIGATION

The USER AGENCY will be responsible for the payment of fees associated with the connectivity to CJIS. Costs are based on access, MSHP network infrastructure costs, and the costs for the monthly circuit charges. Failure to pay fees will result in the disconnection of access to CJIS and any state owned network communication equipment will be removed from the agency. As indicated in the conditions for "Cancellation" below, the MSHP will provide the USER AGENCY with a written notice of cancellation to the USER AGENCY a minimum of thirty (30) days prior to disconnection. The USER AGENCY will still be responsible for the payment of fees from the date of notification of cancellation through actual disconnection.

TERMINAL AGENCY ADMINISTRATOR

By default, the USER AGENCY Head (Chief, Sheriff, Director, Judge, Prosecutor, etc.) will be designated as the agency's Terminal Agency Administrator (TAA). The TAA is responsible for oversight of the agency's use of CJIS and ensures agency compliance with all applicable federal and state regulations. The TAA is responsible for policy and personnel decisions and, in turn, must keep the state CJIS Systems Officer (CSO) informed of the designated agency Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO). The TAA must be a full-time employee of the agency. If the USER AGENCY is a 911 Communication Center, then the TAA must also be a fully certified MULES operator. The USER AGENCY must inform the MSHP Access Integrity Unit (AIU) via letter each time a new TAA is designated.

TERMINAL AGENCY COORDINATOR

The USER AGENCY TAA will designate an agency Terminal Agency Coordinator (TAC) to serve as the point-of-contact on all matters relating to CJIS access. The TAC is responsible for administering the local CJIS operations and ensures proper procedures, training, and documentation is in place. The TAC must be a full-time employee of the agency and must be authorized at the highest level of access available for the agency. The TAC must also attend at least one (1) regional TAC Meeting hosted by the MSHP CJIS Division per calendar year. The USER AGENCY TAA must inform the MSHP AIU via letter each time a new TAC is designated.

LOCAL AGENCY SECURITY OFFICER

The USER AGENCY TAA will designate an agency Local Agency Security Officer (LASO) to serve as the point-of-contact on all matters relating to the technical and physical security of CJIS. The LASO is responsible for identifying which agency personnel are authorized to access CJIS, connecting agency equipment to CJIS, and ensuring appropriate security measures are in place. The LASO must be an employee of the agency that is connected to CJIS. The USER AGENCY TAA must inform the MSHP AIU via letter each time a new LASO is designated.

TRAINING OF PERSONNEL

All USER AGENCY personnel accessing CJIS must complete the required basic training course provided by the MSHP within six (6) months of hire. Every two (2) years thereafter, each operator must attend recertification training or successfully pass a recertification examination (when appropriate) in order to retain their designated level of access privileges on CJIS.

SCREENING OF PERSONNEL

The USER AGENCY must conduct both a fingerprint-based background check and NCIC/MULES name-based background check on all personnel (operators, IT contractors, IT vendors, etc.) who have direct access to CJIS within thirty (30) days of hire. The USER AGENCY must also conduct a subsequent name-based background check on all direct access personnel via CJIS at least every two (2) years following the date of hire. Additionally, the USER AGENCY must conduct a fingerprint-based background check on all custodial or support personnel who have unescorted physical access to the CJIS terminal areas. The results of all of these background checks must be kept on file and made available for inspection during any MSHP CJIS Division or FBI CJIS Division Policy Compliance Review. All employment eligibility determinations based on the results of the required background check(s), specifically the hiring or termination of any agency employee, are at the sole discretion of the USER AGENCY. However, any direct access operator, IT contractor, or IT vendor with a felony conviction or felony arrest awaiting final disposition cannot be granted access to CJIS or be assigned to work in a location with CJIS terminals or CJIS information storage. If a background check reveals any other arrest or criminal history pertaining to an operator, IT contractor, or IT vendor, the USER AGENCY TAA must submit a letter to the state CSO identifying the criminal activity and requesting permission to grant that specific operator, IT contractor, or IT vendor access to CJIS.

TIMELINESS OF RECORD ENTRY

The USER AGENCY agrees to enter all records in a timely manner in accordance with the timeframes noted in the NCIC 2000 Operating Manual and MULES Policies & Procedures Manual.

PACKING OF RECORDS

The USER AGENCY agrees to supplement their entered records with all available information received from CJIS, specifically the Interstate Identification Index (III) and Missouri Department of Revenue, according to the provisions of the NCIC 2000 Operating Manual and MULES Policies & Procedures Manual.

VALIDATION

The USER AGENCY agrees to validate all records entered into CJIS pursuant to the requirements and timeframes established in the NCIC 2000 Operating Manual and MULES Policies & Procedures Manual. When validating a record in CJIS, the USER AGENCY must confirm the record is complete, accurate, and still active. The TAA will accept responsibility for the validity of all records entered by their agency by signing the periodic MULES Validation Certification Document distributed by the MSHP. The USER AGENCY will fully comply with published quality control procedures or risk removal of records from the MULES/NCIC files and possible loss of terminal connection to CJIS.

DISSEMINATION

The USER AGENCY must assure that Criminal Justice Information (CJI) (e.g. Criminal Record History Information, active warrants, DOR responses, etc.) received from CJIS will only be used for those purposes for which it was requested. Any CJI released or disseminated to any outside agency or other ORI must be noted in a dissemination log maintained by the USER AGENCY for a period of at least thirteen (13) months from the date of release.

AUDIT

The USER AGENCY understands that their local policies and procedures are subject to MULES/NCIC Policy Compliance Reviews (PCRs) and Technical Security Audits (TSAs) by the MSHP CJIS Division and/or the FBI CJIS Division.

SECURITY

The USER AGENCY agrees to limit access to information furnished by the MSHP via CJIS to its own employees and other criminal justice/law enforcement agencies who have either entered into Terminal Agency Agreements or Non-Terminal Agency Agreements with the MSHP and/or the USER AGENCY itself, or have an authorized right to this information as established by state or federal laws or regulations. Each individual operator will be required to use their own unique username and password, as well as log off CJIS at the end of each session or when leaving the terminal unattended. Furthermore, the USER AGENCY agrees that they will not attempt in any way to modify the Internet Protocol (IP) Address of the specific terminal device assigned by the MSHP. This will ensure that NCIC requirements are adhered to for technical security audit purposes.

ENCRYPTION

All CJIS Criminal Justice Information (CJI) transmitted over a common carrier must be encrypted pursuant to the provisions of the FBI CJIS Security Policy. Encryption shall employ at least a 128-bit key for all systems.

NETWORK DIAGRAM

The USER AGENCY is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the agency's network configuration including the location of all computer equipment, connectivity to CJIS, and data flow within the local network. This network diagram must be updated every three (3) years and submitted to the state ISO for review and approval.

MISUSE

The USER AGENCY agrees that any misuse of CJIS, or misuse of information retrieved from the CJIS, is a Class A Misdemeanor pursuant to Section 576.050 Revised Statutes of Missouri (RSMo) and must be reported immediately to MSHP AIU.

INDEMNIFICATION

The USER AGENCY agrees to indemnify and save harmless the MSHP, the Missouri Department of Public Safety, 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 out of, or involving any negligence on the part of the USER AGENCY in the exercise or use of this agreement.

SUSPENSION OF SERVICE

The MSHP reserves the right to immediately suspend furnishing CJIS access and information covered by the terms of this agreement to the USER AGENCY when any terms of this agreement or documents incorporated herein are violated or reasonably appear to be violated. The MSHP shall resume furnishing such access and information upon receipt of satisfactory proof that such violations did not occur or that such violations have been fully corrected or eliminated.

CANCELLATION

The MSHP or the USER AGENCY may cancel this agreement upon thirty (30) days notice in writing to the other party.

INCORPORATION

The following documents and legislation are incorporated into this User Agency 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 5.0
5. FBI CJIS Security Addendum
6. NLETS User and Technical Guide (2006)
7. MULES Policies & Procedures Manual (2010)
8. MULES Terminal Agency Coordinator (TAC) Guide (2011)
9. MULES On the Job Training (OJT) Workbook (2011)
10. MSHP CJIS Purpose Code X Manual (2011)
11. MSHP CJIS Policy Compliance Review Reference Manual: Fingerprint-Based Identification for Non-Criminal Justice Purposes (2011)
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, Code of Federal Regulations, Parts 16; 20; 25; 50; 901; 906
16. Title 5, United States Code, Chapter 91

17. Title 28, United States Code, Sections 552; 552a; 534
18. Title 42, United States Code, Chapter 72
19. Title 42, United States Code, 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; 455.010; 455.050; 455.085; 559.107; 571.101; 571.104; 576.050; 577.001; 577.005; 577.023; 577.051; 589.410; 590.010; 610.120

ACKNOWLEDGEMENT

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

IT IS UNDERSTOOD THAT THE MSHP IS OBLIGATED TO PROVIDE THE SERVICES OUTLINED IN THIS AGREEMENT TO USER AGENCY ONLY TO THE EXTENT THAT PUBLIC FUNDS ARE MADE AVAILABLE TO THE MSHP FOR THAT PURPOSE. THE MSHP SHALL INCUR NO LIABILITY BEYOND THE FUNDS MADE AVAILABLE FOR THESE SERVICES.

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

CJIS Administrator:

Missouri State Highway Patrol

Signature: _____

[Handwritten Signature]

Title: Superintendent

Date: _____

10-19-12

APPROVED AS TO FORM:

By: _____

W. Stephen Nixon, County Counselor

[Handwritten Signature]

User Agency:

Agency Name: JACKSON COUNTY, MISSOURI

Agency ORI: JACKSON COUNTY, MISSOURI

Agency Head:
(please print legibly)

[Handwritten Signature]
Michael D. Sanders

Signature: _____

Title: COUNTY EXECUTIVE

Date: _____

August 2, 2012

ATTEST:

By: _____

Mary Jo Spino, Clerk, County Legislature

[Handwritten Signature]