Information Exchange Agreement

Between the

Board of Police Commissioners of Kansas City, as governing body of the Kansas City, Missouri Police Department

And

Jackson County, Missouri

This Information Exchange Agreement is made and entered into this **5th** day of **August**, **2014** by and between the Board of Police Commissioners of Kansas City (Board), as governing body of the Kansas City, Missouri Police Department (KCPD) and Jackson County, Missouri (JACKSON COUNTY).

DEFINITIONS

For the purposes of data control, security and protection and this Agreement the KCPD defines all data provided to or processed by JACKSON COUNTY on behalf of the KCPD to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) Security Policy, Missouri State Highway Patrol (MSHP) Missouri Uniform Law Enforcement System (MULES) Policy and KCPD policies governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This Agreement defines appropriate security controls and use restrictions for the exchange of CJI between KCPD and JACKSON COUNTY. This Agreement ensures that any CJI exchanged between KCPD and JACKSON COUNTY shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MSHP MULES Policy and KCPD policy.

Duties of KCPD

Under the terms of this Agreement KCPD shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the use of and security controls over all CJI and KCPD provided, obtained or owned data and associated processing systems:

    a. The KCPD shall retain final control over, and retain ownership of, any CJI shared by KCPD through the exchange received by JACKSON COUNTY.

1
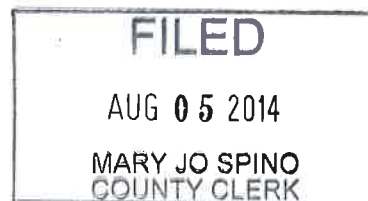
b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, applications and other components that comprise and support a telecommunications network and related Criminal Justice and CJIS systems used to process, store, or transmit CJI through the exchange.

c. JACKSON COUNTY compliance with all applicable federal, state and local laws, FBI CJIS Security Policy, MSHP MULES policy and local department policy as they relate to the exchange of CJI between KCPD and JACKSON COUNTY.

d. Standards for the authorization of JACKSON COUNTY personnel, contractors, visitors or others who may have access to KCPD data.

Duties of JACKSON COUNTY

As a member of this exchange, JACKSON COUNTY may only access/use the data provided to JACKSON COUNTY by KCPD as explicitly authorized in writing as a part of the contract to perform specific functions on behalf of KCPD, this Agreement or another fully executed agreement between these two parties. Additionally, JACKSON COUNTY may only provide access to KCPD criminal justice data with the permission of KCPD as permitted under this Agreement, applicable federal and state law, FBI CJIS Security Policy, MSHP 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 JACKSON COUNTY 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 KCPD Local Agency Security Officer (LASO). JACKSON COUNTY must receive written approval before granting any access to the KCPD owned CJI to any agency other than KCPD or subunits thereof. All such interfaces or connections must also meet all FBI and MSHP CJIS technical specifications and security safeguards.

Screening of JACKSON COUNTY Personnel and Contractors

All JACKSON COUNTY employees and contractors with either physical or logical access to CJI and/or unescorted access to terminals processing CJI must submit to a fingerprint-based background check pursuant to MSHP MULES Policy appendix C. Certification that background checks have been completed and any applicable completed CJIS Systems Officer (CSO) reviews/approvals must be provided to KCPD within thirty (30) days of hire. All final

2

determinations for JACKSON COUNTY employee or contractor access to KCPD CJI are at the discretion of the MSHP CSO or the Terminal Agency Administrator (TAA)of KCPD. Decisions to approve or deny access will be provided to the JACKSON COUNTY in writing. A list of authorized JACKSON COUNTY employees/contractors will be maintained by JACKSON COUNTY for retrieval during   audit.

Dissemination

Any JACKSON COUNTY 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 KCPD.

Audit

JACKSON COUNTY 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 KCPD staff, MSHP CJIS auditors or FBI CJIS auditors. JACKSON COUNTY must allow the aforementioned personnel necessary access to audit, implement and enforce security control as defined by FBI CJIS Security Policy.

Security

JACKSON COUNTY agrees to limit access to CJI owned by KCPD or derived from MSHP or FBI CJIS in strict accordance with the National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), MSHP MULES, FBI CJIS Security and KCPD policies and regulations. JACKSON COUNTY agrees to take full responsibility for the integrity of the CJI stored or processed by JACKSON COUNTY as a part of this exchange with KCPD. All JACKSON COUNTY 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. JACKSON COUNTY 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. JACKSON COUNTY shall not provide any CJI nor allow any contractors or employees thereof to extract any metadata from KCPD provided CJI except within the official scope of duties performed under this Agreement.

Network Diagram

JACKSON COUNTY is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the JACKSON COUNTY network configuration including the location of all computer equipment, connectivity to KCPD as well as the data flow/storage within the JACKSON COUNTY 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

JACKSON COUNTY agrees that any misuse of CJIS systems or CJI obtained by or stored on behalf of KCPD by JACKSON COUNTY or JACKSON COUNTY 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 KCPD and to the MSHP CSO and ISO.

Indemnification

JACKSON COUNTY agrees to indemnify and hold harmless Board and KCPD, and their officials, members 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, attorney fee, expense and damages, resulting from unauthorized use, or out of, or involving any negligence on the part of JACKSON COUNTY or JACKSON COUNTY personnel or contractors in the exercise or use of this Agreement.

Suspension of Service

KCPD reserves the right to suspend all use of CJI owned by or provided through this exchange by KCPD when any terms of this Agreement or documents incorporated herein are violated by JACKSON COUNTY or JACKSON COUNTY employees or contractors. Prior to this suspension of connectivity/data use, JACKSON COUNTY shall be notified in writing by KCPD of any alleged violations of this Agreement. JACKSON COUNTY shall then have five (5) business days to provide a written response to KCPD 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 KCPD shall provide JACKSON COUNTY with written documentation of the fact. If the remediation or planned remediation of documented violations does not meet the terms of this Agreement, KCPD will notify JACKSON COUNTY of a suspension date in writing. The

4

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;30
    1.230;302.225;304.155;304.158;313.220;388.625;455.101;455.050;455.085;559.107;57
    1.101;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 INFORMATION EXCHANGE AGREEMENT. WE UNDERSTAND THAT FAILURE TO COMPLY WITH THESE DUTIES AND RESPONSIBILITIES MAY RESULT IN SANCTIONS BY THE KCPD, 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.

For the Board:

Name: Darryl Forte

Signature: _____

Title: Chief of Police

Date: 6-19-14

JACKSON COUNTY Administrator:

Name: Michael D. Sanders

Signature: _____

Title: County Executive

Date: 8-4-14

APPROVED AS TO FORM:

By: _____
W. Stephen Nixon, County Counselor

ATTEST:

By: _____
Mary Jo Spino, Clerk County Legislature