Information Exchange Agreement

Between the

Columbia Police Department

And the

Boone County Sheriff's Office

This Management Control Agreement is made and entered into this ___ th day of _____, _____ By and between City of Columbia Missouri Police Department hereinafter referred to as CPD and the Boone County Sheriff's Office hereinafter referred to as BCSO.

DEFINITIONS

For the purposes of data control, security and protection and this agreement the CPD defines all data provided to or processed by BCSO on behalf of the CPD to be considered Criminal Justice Information (CJI) as defined by, and thus afforded the protections of FBI CJIS Security Policy, MULES Policy and CPD polices 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 criminal justice information between CPD and BCSO. This agreement ensures that any CJI exchanged between CPD and BCSO shall at all times be stored, processed and transmitted in compliance with applicable standards found in FBI CJIS Security Policy, MULES Policy and CPD policy.

Duties of CPD

Under the terms of this agreement CPD 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 CPD provided, obtained or owned data and associated processing systems:

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

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. BCSO 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 exchange of CJI between CPD and BCSO.

d. Standards for the authorization of BCSO personnel, contractors, visitors or others who may have access to CPD data.

Duties of BCSO

As a member of this exchange, BCSO may only access/use the data provided to BCSO by CPD as explicitly authorized writing as a part of the contract to perform specific functions on behalf of CPD, this agreement or another fully executed agreement between these two parties. Additionally, BCSO may only provide access to CPD criminal

justice data with the permission of CPD 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 BCSO 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 CPD Local Agency Security Officer (LASO). BCSO must receive written approval before granting any access to the CPD owned CJI to any agency other than CPD or subunits thereof. All such interfaces or connections must also meet all FBI and MSHP CJIS technical specifications and security safeguards.

Screening of BCSO Personnel and Contractors

All BCSO 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 CJIS fingerprint policy. Fingerprints must be submitted to either the CPD or the Missouri State Highway Patrol CJIS Division within thirty (30) days of hire. All final determinations for BCSO employee or contractor access to CPD CJI are at the discretion of the MSHP CJIS Systems Officer (CSO) or the TAA of CPD. Decisions to approve or deny access will be provided to the BCSO in writing. A list of authorized BCSO employees/contractors will be maintained by BCSO for retrieval during audit.

Dissemination

Any BCSO 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 CPD.

Audit

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

Security

BCSO agrees to limit access to CJI owned by CPD or derived from MSHP or FBI CJIS in strict accordance with NCIC, NLETS, MULES, FBI CJIS Security and CPD polices and regulations. BCSO agrees to take full responsibility for the integrity of the CJI stored or processed by BCSO as a part of this exchange with CPD. All BCSO 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. BCSO 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. BCSO shall not provide any CJI nor allow any contractors or employees thereof to extract any metadata from CPD provided CJI except within the official scope of duties performed under this agreement.

Network Diagram

BCSO is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the BCSO network configuration including the location of all computer equipment, connectivity to CPD as well as the data

flow/storage within the BCSO 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

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

Indemnification

To the extent the law permits, BCSO agrees to indemnify and hold harmless CPD, 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 BCSO or BCSO personnel or contractors in the exercise or use of this agreement.

Suspension of Service

CPD reserves the right to suspend all use of CJI owned by or provided through this exchange by CPD when any terms of this agreement, or documents incorporated herein are violated by BCSO or BCSO employees or contractors. Prior to this suspension of connectivity/data use, BCSO shall be notified in writing by CPD of any alleged violations by CPD of this agreement. BCSO shall then have five (5) business days to provide a written response to CPD 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 CPD shall provide BCSO with written documentation of the fact. If the remediation or planned remediation of documented violations does not meet the terms of this agreement CPD will notify BCSO of a suspension date in writing. The suspension date will be no less than ten (10) business days from the date CPD notifies BCSO of the forthcoming suspension. After connectivity and use of the CJI has been suspended, CPD shall resume furnishing such access and information to BCSO 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 CPD within thirty (30) days following the suspension this agreement will be considered cancelled by BCSO for non-compliance and will invoke the cancellation section of this agreement.

Cancellation

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

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, RESPONSIBLITIES 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 CPD, 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.

CPD Administrator:

Name: _____

Signature: _____

Title: _____

Date: _____

BCSO Administrator:

Name: _____

Signature: _____

Title: _____

Date: 1-21-21

CITY OF COLUMBIA

By:

_____

John Glascock, City Manager

Dated:_____

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

City Counselor

BOONE COUNTY, MISSOURI

By:

_____

Daniel K. Atwill, Presiding Commissioner

Dated:_____

ATTEST:

_____

Brianna Lennon, County Clerk

APPROVED – BCSD:

_____

Dwayne Carey, Sheriff

APPROVED AS TO FORM:

_____

C.J. Dykhouse, Boone County Counselor