

# Information Exchange Agreement

Between the

**Boone County Sheriff's Office**

And the

**Columbia Police Department**

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

## DEFINITIONS

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

## Duties of BCSO

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

- a. The BCSO shall retain final control over, and retain ownership of, any CJI shared by BCSO through the exchange received by CPD.
- 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. CPD 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 BCSO and CPD.
- d. Standards for the authorization of CPD personnel, contractors, visitors or others who may have access to BCSO data.

## Duties of CPD

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

justice data with the permission of BCSO 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 CPD shall be compatible with the standards set forth in the FBI CJIS Security Policy and shall meet with the approval of the MSHHP Information Security Officer (ISO) and the BCSO Local Agency Security Officer (LASO). CPD must receive written approval before granting any access to the BCSO owned CJI to any agency other than BCSO or subunits thereof. All such interfaces or connections must also meet all FBI and MSHHP CJIS technical specifications and security safeguards.

#### **Screening of CPD Personnel and Contractors**

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

#### **Dissemination**

Any CPD 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 BCSO.

#### **Audit**

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

#### **Security**

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

#### **Network Diagram**

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

flow/storage within the CPD 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**

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

#### **Indemnification**

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

#### **Suspension of Service**

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

#### **Cancellation**

BCSO or CPD 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/CJIs owned by BCSO shall be furnished to BCSO by CPD in a mutually agreeable format within (30) days of the receipt of the cancellation notice. Upon notification by BCSO to CPD that the data has been received in an acceptable format CPD shall remove and destroy any BCSO owned data from any systems, databases or backups thereof operated by CPD.

#### **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 BCSO, 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.

BCSO Administrator:

Name: Dwayne Carey  
Signature: Dwayne Carey  
Title: Sheriff  
Date: 1-21-21

CPD Administrator:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF COLUMBIA**

By:

\_\_\_\_\_  
John Glascock, City Manager

**BOONE COUNTY, MISSOURI**

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Brianna Lennon, County Clerk

APPROVED – BCSD:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwayne Carey, Sheriff

\_\_\_\_\_  
City Counselor

APPROVED AS TO FORM:

\_\_\_\_\_  
C.J. Dykhouse, Boone County Counselor