



New agreement to
change CCIC coordinate
from Bob Kelley to
Rick McKissen
effective 5-16-11
DK.

CCIC/NCIC Computer System AGENCY USER AGREEMENT

COLORADO BUREAU OF INVESTIGATION

Purpose:

The purpose of this User Agreement is to outline the responsibilities the Colorado Bureau of Investigation (CBI) maintains as the operating agency of the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC) Criminal Justice Information Systems. The CBI agrees to furnish to the law enforcement agency, hereafter called the User, such information available through the CCIC computer system subject to the provisions contained herein.

Policy:

The CBI adopts the policy of the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) Division that all data contained within the CCIC and NCIC computer systems is considered Criminal Justice Information and may only be accessed for an authorized criminal justice purpose.

The CBI maintains and operates the CCIC computer system under a shared management concept with each User. A CCIC Coordinator is designated for each agency, and is responsible for that agency's use, security and personnel operating the CCIC and NCIC computer system.

Definitions:

Agency Head: The Chief, Sheriff, District Attorney, or the member of the agency appointed as the authority responsible for the operations of the Department.

BWA: Board of Working Advisors

BED: Board of Executive Directors

CBI: Colorado Bureau of Investigation

CCH: Computerized Criminal History

CCIC: Colorado Crime Information Center

CFR: Code of Federal Regulations

CHRI: Colorado Criminal History Record Information

CJIS: Criminal Justice Information Systems

CORA: Colorado Open Records Act

CSA: CJIS Systems Agency

CSO: CJIS Security Officer

Direct access: Information obtained directly from the terminal, and is disseminated directly within the terminal agency.

FBI: Federal Bureau of Investigation

III: Interstate Identification Index

Indirect access: Information obtained by an agency without direct access from a terminal agency with direct access.

NCIC: National Crime Information Center

Non-Support Agency: An agency with less than 5 full-time sworn officers, federal agencies and communication centers.

ORI: Originating Agency Identifier

OSN: Operator Security Number

PSU: Program Support Unit

Terminal Agency: An agency, which accesses the CCIC and NCIC computer systems.

Agency and CCIC Coordinator Responsibility:

The CCIC Coordinator unifies agency responsibility for system user discipline and serves as a CBI point of contact for handling record validation, quality control, security matters, dissemination of manuals and other publications, training, audits, and any other matters concerning the use and misuse of the CCIC and NCIC computer systems.

The Agency Head and the CCIC Coordinator agree to the below listed responsibilities under this shared management:

Responsible to detect, report and cooperatively investigate any unauthorized access ("misuse") of the CCIC and NCIC computer systems with the CBI immediately;

Provide information to the CBI for the purpose of the background investigation regarding each operator to access the CCIC and NCIC computer systems;

Legal and legislative review of matters pertaining to the CCIC and NCIC computer systems;

Operational, technical, and investigative assistance to personnel operating the CCIC and NCIC computer systems;

The CBI will provide the training and materials to the Coordinator to assist with their perspective agency training responsibilities.

Provide telecommunication lines and routers, including maintenance, for each local law enforcement agency. State and Federal agencies are responsible for this cost;

Operator Access

Fingerprints are required in order for a background check to be conducted for any person with direct access to CCIC/NCIC information, whether using an operator security number (OSN) or by accessing the servers using a system administrator log into the agency network.

Any person with a criminal history record containing a felony conviction will be denied access to the CCIC/NCIC computer systems. The Central Security Officer (CSO) or the designee will review the extenuating circumstances where the severity of the offense and the time period since the offense or arrest supports a possible variance.

Additionally, any person with a criminal history record, with convictions other than a felony

conviction will be reviewed to determine if CCIC/NCIC system access is appropriate based on the offense and conviction information.

Security Responsibilities

The data stored in the CCIC/NCIC computer system is documented *criminal justice information* and must be protected to ensure correct, legal and efficient dissemination and use. Information can be obtained both directly and indirectly. *Direct access* is defined as terminal access and dissemination within the terminal agency. *Indirect access* is non-terminal access through an agency with direct access.

Each agency accessing criminal justice information is responsible for ensuring no residual data exists on the devices used in the agency. In addition, each agency must ensure all CJIS data transmitted via a public network meets the 128-bit encryption standard as detailed in the CJIS Security Policy.

A CCIC Terminal Agency guarding for non-terminal or non 24-hour terminal agencies must assume some responsibility and assist in the enforcement in the CCIC/NCIC system security for all other agencies which it guards.

Security guidelines relating to criminal history record information are set forth in the Interstate Identification Index (III) program in Title 28 Code of Federal Regulations (CFR), Part 20, Subparts A and C; in the NCIC Operating Manual, Part 10; and in Part 3 of the Colorado Public Records Act, known as the Colorado Criminal Justice Records Act (CORA).

CCIC and NCIC Computer System Location

Each terminal agency is responsible for the security throughout the system being guarded by that agency, including all places where terminal devices are located and have access to the Internet. Upon determination a terminal is in non-compliance with system management or security policy, the CBI shall cause that terminal's access to CCIC computer system to be disabled.

A system security officer shall be designated at each agency to assure all necessary physical, personnel, computer, and communication safeguards prescribed by the CBI and the FBI are functioning properly in systems operations. The CCIC Coordinator will be considered the agency's security officer unless the agency notifies the CBI Program Support Unit otherwise. The security officer will be required to provide the CBI with a network diagram and firewall configuration prior to the agency audit.

The rules and procedures governing direct terminal access to the CCIC and NCIC computer

system information shall apply equally to all participants in the system.

All agencies having direct access to computerized CCIC information shall permit the CCIC and NCIC staff to conduct appropriate inquiries with regard to any allegations of security violations.

CCIC and NCIC Audit Responsibilities

The CBI Program Support Unit staff will conduct an audit for each agency accessing criminal justice information to include non-terminal agencies and non criminal justice agencies. Additionally, the FBI audit staff will conduct audits at least once every three years. This audit shall include a sample of state and local criminal justice agencies. The objective of this compliance audit is to verify adherence to CBI and FBI policies and regulations.

CHRI Dissemination and Logging

Pursuant to NCIC policy, the CBI defines procedures to ensure all satellite computers and remote terminals accessing the system maintain a manual or automated dissemination log with notation of the individual making the request for records. Such logs will be maintained for a minimum of one year.

Procedures:

User and CCIC Coordinator procedures are attached to this User Agreement as a separate document titled User Agreement Procedures.

Authority:

Available on-line on the Internet at www.cjisportal.com.

CCIC Training Manual

CJIS Security Policy

Colorado Criminal Open Records Act (CORA)

Colorado Revised Statute (C.R.S.) 24-72-301 thru 309

NCIC Operating Manual

NCIC Code Manual

Interstate Identification Index (III) Program

National Fingerprint File Operating Manual

Title 28, Code of Federal Regulations, Part 20

CBI AR 500-01 – CCIC/NCIC System Integrity

CBI AR 500-02 – CCIC/NCIC Employee Access Agreement

End of Agreement

**COLORADO BUREAU OF INVESTIGATION
CCIC COORDINATOR AND AGENCY USER AGREEMENT**

ACKNOWLEDGMENT

As a terminal agency accessing the CCIC and NCIC computer systems, we hereby acknowledge the responsibilities as set out in this document as well as those documents incorporated by reference. The User also agrees to comply with all state and federal statutes and regulations as may apply, and to use the information received over the CCIC/NCIC systems for criminal justice purposes only. The CCIC/NCIC systems will be used only for official criminal justice purposes and not for licensing or non-criminal justice employment purposes.

We acknowledge these responsibilities have been developed and approved by the CBI and or the FBI in order to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the CCIC/NCIC computer systems.

We acknowledge a failure to comply with these responsibilities will subject the CBI and those other federal, state, and local criminal justice users accessing CCIC to various sanctions as recommended by the NCIC Advisory Policy Board, and/or the respective Directors of the CBI and/or the FBI.

The CBI reserves the right to suspend CCIC service to the User when the security or dissemination requirements are violated. The CBI may reinstate service upon receipt of satisfactory assurances such violation(s) have been corrected.

Either the CBI or the User may, upon thirty days notice in writing, discontinue service.

This agreement will become effective on: _____

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

AGENCY: Grand Junction Fire Department
ORI: CO0391100

<u><i>Rick McElissen</i></u> CCIC Coordinator	<u><i>Rick McElissen</i></u> Printed Name	<u><i>4/26/2011</i></u> Date
<u><i>Ken Watkins</i></u> Agency Head	<u><i>Ken WATKINS, FIRE CHIEF</i></u> Printed Name	<u><i>5/12/11</i></u> Date
_____ CBI Director/Designee	<u><i>Luis M. Torres</i></u> Printed Name	_____ Date

Once signed, return **THIS PAGE ONLY** to: CBI Program Support Unit, 690 Kipling Street, Suite 3000, Denver, Colorado 80215.

April 25, 2011

Chief Watkins,

In an effort to attempt to tie-up some loose ends before I leave the department, and not leave the department "hanging" in some areas, I have taken the liberty to set some things in motion to affect a smoother transition for the future.

One of the areas that I'm working on is the transfer of the Colorado Bureau of Investigation CCIC Coordinator from me, to Rick McKissen. I feel Rick would be an excellent candidate to assume the duties as our departments new CCIC Coordinator. Rick has several years of dispatching experience in our local 911 system, has experience using CCIC and NCIC databases and understands the policies and procedures required of CBI.

Therefore, if you concur with Rick as my choice to assume this position, we will need to sign a new Agency User Agreement indicating the change. Enclosed is a new agreement which is identical to the one you previously signed. Following your signature, I will forward the documentation to CBI so the change can take place.

Thank You,

Bob Kelley

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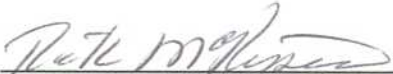

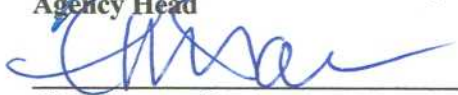
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AGENCY: Grand Junction Fire Department
ORI: CO0391100

 _____ CCIC Coordinator	<u>Rick McLissen</u> Printed Name	<u>4/26/2011</u> Date
 _____ Agency Head	<u>Ken WATKINS, FIRE CHIEF</u> Printed Name	<u>5/12/11</u> Date
 _____ CBI Director/Designee	<u>Luis M. Torres</u> Printed Name	<u>5/16/11</u> Date

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