



Criminal Justice Information Sharing Division (ND CJIS)
Office of the Attorney General
600 E Blvd Ave, Dept 125 • Bismarck ND 58505
Office: (701) 328-1110 • Fax: (701) 328-2226

P1 LERMS AGENCY AGREEMENT

This Agreement ("Agreement") is made by and between the State of North Dakota, acting through its Criminal Justice Information Sharing Section ("ND CJIS"), and _____ (County/City Name), acting through its _____ (Sheriff/Police Department) with ORI Number _____ ("Agency") (together referred to as "Parties").

RECITALS

- A. ND CJIS currently hosts and maintains a web-based law enforcement records management system ("P1 LERMS").
- B. Agency would like to access and use P1 LERMS in order to manage its records related to its law enforcement activities.

TERMS and CONDITIONS

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Scope of Work

For the initial implementation of P1 LERMS, the following tasks will be completed by ND CJIS and the Agency as indicated.

- The Agency will appoint an agency representative who currently has access to the State's portal for criminal justice information sharing and administration (ND CJIS Portal) or who will apply for access to the ND CJIS Portal to manage the Agency's applications and access to P1 LERMS ("Agency Administrator");
- Each of the Agency's staff whom Agency wishes to access P1 LERMS will complete an online Personnel Application, which may be found at <https://attorneygeneral.nd.gov/cjis/coordinatedApplications/agencyAgreement/>;
- The Agency Administrator will review the Personnel Applications to determine whether the applicants are on staff and have provided accurate information; and, if so, approve Personnel Applications through an administrative section of the ND CJIS Portal;
- All of Agency's staff who have access to P1 LERMS will comply with the ND CJIS Access Agreement, attached as Exhibit A and incorporated herein;

- Agency will assist in compiling needed information for provisioning the system, including recommendations for access roles, and ND CJIS will set up the provisioning in the system, subject to federal CJIS security restrictions and state access law and policy for potential access to data provided by other entities;
- The Agency and ND CJIS will choose a mutually agreeable date and time after provisioning is complete to move the system into production and begin use (“Go-Live Date”);
- Each of the Agency’s staff will attend a P1 LERMS training session provided by ND CJIS at a mutually agreeable date and time prior to the Go-Live Date;
- The Agency will procure any needed hardware, software, or updates to ensure compliance with minimum system requirements (“System Requirements”), as currently defined in Section 1.1 and periodically updated by ND CJIS;
- ND CJIS staff will be at the Agency’s site on the Go-Live Date to assist with installation, testing, and initial use;
- The Agency and ND CJIS will choose a mutually agreeable date one to three months after the Go-Live Date for a Follow-up Meeting to discuss issues related to P1 LERMS; and
- Agency will comply with all applicable federal and state laws governing use of P1 LERMS and the data contained therein.

1.1 Support

Software Support: Agency must report P1 LERMS software issues to the Information Technology Department (ITD) Service Desk by calling 1-877-328-4470 or submitting an incident online at <https://www.nd.gov/itd/onlineincident/createincident.aspx>. The ITD Service Desk is operational 24 hours a day, 7 days a week and 365 days a year.

- Password unlocks and resets will be handled directly by the ITD Service Desk.
- Software support issues, such as loading of software and compatibility, will be forwarded on to ND CJIS staff, and typically are resolved according to the following service levels:

| Incident Severity | Response Time | Resolution Time |
|---|---------------|--|
| High Impact – software unusable | 1 hour | Final Resolution within: 4 hours |
| Medium Impact – software useable with severely restricted functionality or performance | 4 hours | Final Resolution within: 8 hours (1 business day) |
| Low Impact – software useable with minor impact on functionality or performance | 8 hours | Final Resolution within: 40 hours (1 business week) |

In the event that development work is needed from a vendor or from the Information Technology Department, these service levels are subject to resource and funding availability.

Hardware Support: ND CJIS is responsible for maintaining the servers and equipment on which P1 LERMS runs within ITD and will assist with P1 LERMS installation and updates on the Agency’s

hardware. However, ND CJIS is prohibited from providing desktop support related to Agency's hardware and other software. As such, it is the Agency's responsibility to maintain the minimum hardware and software requirements, as defined and periodically updated by ND CJIS, in working order.

System Requirements: Agency is responsible procuring any needed hardware, software, or updates to ensure compliance with minimum system requirements. The current System Requirements are as follows:

Workstations

Windows 10 Professional
Microsoft .NET Framework 4.6.1
8GB of RAM

For ND CJIS records, the Agency must provide and update contact information for its IT Support. The contact information for the Agency's current IT Support is as follows:

Name: _____

Business/Agency: _____

Address: _____

Phone Number: _____

Email Address: _____

1.2 Hosting and Disaster Recovery

P1 LERMS will be hosted at the North Dakota Information Technology Department in Bismarck, North Dakota, in accordance with the State's enterprise architecture technology standards. These standards can be at <https://www.nd.gov/itd/support/service-level-agreements>. Disaster recovery functionality will also be provided by the State, including a duplicate server housed at a distinct location.

1.3 Security

The North Dakota Information Technology Department shall provide security for P1 LERMS in accordance with its Security Standards, which can be found at <https://www.nd.gov/itd/services/it-security>.

1.4 Maintenance

System Maintenance: Standard maintenance windows will be 4:30 – 6:30 am on Sundays. Upgrades will be Tuesdays from 6:00 am to 6:00 pm. ND CJIS shall notify the Agency of any scheduled maintenance downtime outside of the standard maintenance window. ND CJIS will use its best efforts to notify Agency of a planned downtime at least 48 hours in advance or as soon as practicable.

User Account Maintenance: ND CJIS will make changes to the user accounts as directed by the Agency's Agency Administrator (or agency head). The Agency's Agency Administrator will assist ND CJIS in Agency's user account maintenance by completing the following tasks:

- Open a support ticket with any changes to badge number, privileges, work hours, or personnel number with the Information Technology Department (ITD) Service Desk by calling 1-877-328-4470 or submitting an incident online at <https://www.nd.gov/itd/onlineincident/createincident.aspx>.
- As prompted by automatic notifications, use the CJIS Portal to view, approve, deny or inactivate Agency staff access to P1 LERMS.
- Ensure Agency's new staff completes the P1 LERMS Personnel Application at <https://attorneygeneral.nd.gov/cjis/coordinatedApplications/agencyAgreement/>.

2.0 Compensation

The services under this Agreement are provided without cost to North Dakota law enforcement and correctional facilities. If a significant number of custom reports are needed, there may be a cost to the Agency, by mutual agreement, at the discretion of the IT/ND CJIS Director.

3.0 Term

This Agreement begins upon execution and ends when either Party terminates in accordance with this Agreement.

4.0 Training

In addition to trainings provided as part of Implementation, ND CJIS will provide quarterly trainings on the Records Management portion of P1 LERMS at a training facility in Bismarck or Mandan, ND. Additional trainings, including jail management system training, will be provided at various locations upon request and at ND CJIS's discretion. Training information is available at <https://attorneygeneral.nd.gov/signup/cjis-training/>. Agency's new users are required to receive training as soon as is practicable for the Agency.

5.0 Information Sharing

To the extent authorized by law, the Agency agrees that:

- a. its P1 LERMS data may be shared through the ND CJIS Portal and the North Dakota Statewide Victim Information and Notification Program (ND SAVIN);
- b. the data Agency provides to the North Dakota Department of Transportation (DOT)'s TraCS Program may be shared with P1 LERMS and the ND CJIS Portal for the purposes of providing (1) Agency access to the full data from within P1 LERMS and (2) other Agencies with a summary of the data within the P1 LERMS Master Index and/or other authorized criminal justice personnel with a summary of the data within the ND CJIS Portal; and
- c. statistical information from Agency's data may be shared with DOT or other state entities for research, provided personally identifiable information and narratives are not included.

The ND CJIS access and security policies are defined in the ND CJIS Access Agreement (Exhibit A).

6.0 Confidentiality

Agency shall not use or disclose any information it receives from ND CJIS under this Agreement that ND CJIS has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by ND CJIS. ND CJIS shall not disclose any information it receives from Agency that Agency has previously identified as confidential and that ND CJIS determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of ND CJIS and Agency to maintain confidentiality of information under this section continues beyond the term of this Agreement.

7.0 Compliance with Public Records Laws

Agency and ND CJIS understand that, except for records that are protected from disclosure under the law or this Contract, ND CJIS and Agency both have an obligation to disclose to the public upon request any records subject to North Dakota's public records law, N.D.C.C. ch. 44-04. Agency and ND CJIS each agree to notify the other Party immediately upon receiving a request for information in P1 LERMS under the public records law and to cooperate with each other, as necessary, to respond to the request.

8.0 Misuse

Agency agrees to use P1 LERMS for its intended law enforcement purpose and acknowledges that any misuse of the application may result in consequences including, but not limited to, termination of user accounts.

9.0 Applicable Law and Venue

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought and solely litigated in the District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

10.0 Amendment

This Agreement may be amended by written, mutual agreement of the Parties.

11.0 Termination

a. Termination by Mutual Agreement

This Agreement may be terminated at any time by mutual consent of both parties executed in writing.

b. Termination without Cause

At the option of either Party, this Agreement may be terminated at any time upon ninety (90) days' written notice to the other Party.

c. Termination for Lack of Funding or Authority

Either Party, upon written notice to the other Party, may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase or supply of the services in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause.

ND CJIS may terminate this Agreement effective upon delivery of written notice to Agency, or any later date stated in the notice, if Agency fails to make timely payments or perform any of the other provisions of this Agreement.

The rights and remedies of ND CJIS provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

13.0 Severability

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

14.0 Notice

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Agency Contact Information

Contact Person: _____

Title: _____

Agency Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Contact Email Address: _____

ND CJIS Contact Information

Contact Person: Heidi Smith Title: ND AG IT/CJIS Director

Agency Address: 600 E Blvd Ave, Dept 125 City, State, Zip: Bismarck, ND 58505

Email Address: hsmith@nd.gov Phone Number: 701-328-1108 Fax: 701-328-2226

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32 12.2 04.

IN WITNESS WHEREOF, the Parties have executed this Agreement, through their duly authorized representatives.

Signature

Date

Chief or Sheriff or Authorized Representative

Heidi Smith

Date

ND AG IT/CJIS Director

Mail to:

North Dakota Criminal Justice Information Sharing Section
Office of the Attorney General
600 E Blvd Ave, Dept 125
Bismarck, ND 58505

**AGREEMENT FOR ELECTRONIC ONLINE ACCESS TO
NORTH DAKOTA CRIMINAL JUSTICE INFORMATION SHARING**

1. Purpose of this Agreement

The purpose of this agreement is to set forth the policies and procedures which govern access to information available through the North Dakota Criminal Justice Information Sharing Section of the Office of Attorney General (ND CJIS).

The Requesting Entity requests access to ND CJIS information and agrees to be bound by the policies and procedures governing that access, as set forth in this document and including North Dakota Administrative Code (N.D.A.C.) chapter 10-18-01. This document is not a contract for ND CJIS service, but rather, demonstrates the agency's agreement to abide by ND CJIS access rules as set forth below:

2. Definitions

- *Access*: The ability to acquire, view or print any information provided through ND CJIS.
- *Agency or Subscribing Agency*: The government subdivision gaining ND CJIS access as well as all employees of that government subdivision.
- *Criminal History Record Information*: Includes "information collected from agencies on individuals and includes biometric data and identifiable descriptions and notations of: arrests; detentions; complaints, indictments or informations, or other criminal charges; dispositions of criminal charges, including sentencing, correctional supervision, release from custody, and events required to be reported under North Dakota Century Code (N.D.C.C.) section 12-60-16.2." N.D.A.C. § 10-18-01-01.
- *Data*: Images, text, and other information including, but not limited to, computer code, message headers, and logs.
- *Originating Agency*: An agency which provides data through ND CJIS.
- *Originating Jurisdiction*: The jurisdiction of an agency which provides data through ND CJIS.
- *Requesting Entity*: The agency requesting access to data through ND CJIS.
- *Using Jurisdiction*: The jurisdiction of an agency which has access to ND CJIS data.

3. General Policy

All data acquired from or through ND CJIS shall be treated as criminal history information in accordance with FBI CJIS policy and the policies in place in the originating and using jurisdictions. In a case where these policies are in conflict with each other or with the specific provisions of this document, the more restrictive policy shall apply. These policies include, but are not limited to, those concerning audit, dissemination, logging, security, and use of the system.

4. Specific ND CJIS Policies

- a. All data shall remain the property of the originating agency. Subscribing agencies are granted a single-use license only, and acquire no ownership rights in these data. Data obtained through ND CJIS must not be relied upon without verification. Subscribing agencies assume responsibility for verifying the accuracy of any data acquired through a ND CJIS transaction through independent means. Neither ND CJIS nor ND CJIS contractors will provide data verification.
- b. Access to ND CJIS is limited to FBI CJIS-authorized personnel for specific criminal justice-related purposes. Data accessed from or through ND CJIS may be disseminated only in accordance with the

policies set forth in this document, and any public dissemination requires the approval of the originating agency. ND CJIS will not provide such approval in lieu of originating agency approval.

- c. Only those entities which have been assigned a criminal justice agency Originating Agency Identifier ("ORI") by the Federal Bureau of Investigation may become a subscribing agency.
- d. All users of ND CJIS must have been subject to a favorably-adjudicated, fingerprint-based background check prior to being granted access to ND CJIS. This fingerprint based background check must be renewed every five (5) years.
- e. Registered users who leave an agency or who no longer have a legitimate reason for accessing ND CJIS must be removed from the system by the agency's local ND CJIS point of contact within three business days. Agencies unable to directly remove users shall forward the removal request to the ND CJIS program staff.
- f. Agencies will ensure that no unauthorized access to ND CJIS devices or data, whether live or stored, occurs. Data which are no longer being used by an agency must be destroyed. No agency or user shall build or maintain its own collection or database of ND CJIS data without the prior, written approval of both the originating agency and ND CJIS Director.
- g. Only authorized law enforcement or criminal justice personnel may access ND CJIS. The agency will ensure that ND CJIS usage is strictly limited to the agency's own employees. Any information accessed via ND CJIS is confidential and for the official use of authorized law enforcement personnel only.
- h. Individual users must log on to ND CJIS using their own discreet username and log off when finished with the system. An agency may not allow more than one user to gain access to ND CJIS through a "common" log on.
- i. ND CJIS reserves the right to object to the agency's physical location of ND CJIS points-of-access, as well as security, qualifications and number and type of personnel who will have access to ND CJIS, and to suspend service until such matters are corrected to ND CJIS's satisfaction.
- j. The subscribing agency and ND CJIS each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.
- k. Nothing in this document is intended to give any signatory, agency, entity or organization expansion of any existing authority. In connection with activities under this document, the agency agrees to comply with all applicable federal, state, and local laws, rules, regulations and procedures.
- l. The agency agrees to the logging of ND CJIS transactions and user access, and understands that log information may be made available to originating agencies and others for authorized purposes. In support of ND CJIS's audit responsibilities, the subscribing agency agrees to provide ND CJIS, or parties designated by ND CJIS, with complete, accurate, and timely information related to ND CJIS access upon request, including information which may be considered confidential.
- m. Upon being provided sufficient notice, the agency agrees to be bound by and, upon request, execute agreements in support of any future ND CJIS policies and procedures instituted by ND CJIS.
- n. The Requesting Entity is subject to the provisions of access agreements required by agencies outside of ND CJIS and FBI CJIS. These include, but are not limited to, the North Dakota Department of Transportation, the North Dakota Supreme Court, and the North Dakota State Radio Communications. These access agreements must be executed separate from this agreement.

5. Specific North Dakota Criminal History Record Information (CHRI) Policies

- a. The Requesting Entity has requested on-line electronic access to the North Dakota Criminal History Record Information (CHRI) maintained by the Bureau of Criminal Investigation (BCI), North Dakota Attorney General's Office. The parties agree that access to the CHRI database is provided for the

official use of the Requesting Entity only. Database criminal history record information, whether in oral or written form, may not be provided by the Requesting Entity to any other entity or person, including the record subject, courts, or other law enforcement agencies, except as might be allowed under state or federal law. Any misuse of the access to the CHRI records or the record information maintained by the BCI will result in the immediate denial of security access to the CHRI files. **Only the BCI may release Criminal History Record information to non-criminal justice entities.**

- b. The Requesting Entity agrees to comply with the North Dakota Century Code (N.D.C.C.) and N.D.A.C. regarding exchange/dissemination, security, and individual access to CHRI as set forth in N.D.C.C. ch. 12-60 and N.D.A.C. ch. 10-13-04 through ch. 10-13-07. The requesting entity agrees to comply with all other provisions of federal and state law in connection with the activities contemplated under this agreement.
- c. The Requesting Entity's primary administrator will be trained by the BCI on the provisions of N.D.C.C. ch. 12-60 and N.D.A.C. ch. 10-13-04 through ch. 10-13-07. It will be the primary administrator's responsibility to ensure that all authorized users are familiar with these provisions. The Requesting Entity's primary administrator will notify the BCI immediately of any known or suspected violations of the provisions of N.D.C.C. ch. 12-60 or N.D.A.C. ch. 10-13-04 through ch. 10-13-07.

6. Termination

Any agency may terminate its participation in ND CJIS at any time by providing written notice to ND CJIS. ND CJIS may terminate any agency or user access at any time for cause. Termination of agency or user access shall not negate any agency or user obligation to treat data previously acquired from or through ND CJIS as described in this document.

7. Sanctions

Users and/or agencies which fail to conduct themselves in accordance with these policies and procedures are subject to: disconnect, with or without notice; ineligibility for ND CJIS or other services; administrative, civil, and/or criminal prosecution; and other appropriate sanctions.

8. Notice

Notice under this agreement will be sufficient if provided by the agency to ND CJIS at: 600 E Boulevard, Dept 125, Bismarck, North Dakota 58505-0100, or by ND CJIS to the agency's administrative contact as indicated in its ND CJIS Service Registration.

Note: If you decline the agreement, you will be signed out of ND CJIS automatically. You may sign back in but you will be required to review this agreement upon login.