STARS AGENCY AGREEMENT

ND OFFICE OF ATTORNEY GENERAL
CRIMINAL JUSTICE INFORMATION SHARING PROGRAM (ND CJIS)
SFN 62114 (06-2026)

600 E Blvd Dept 125
Bismarck ND 58505-0100
Office: (701) 328-1110
Fax: (701) 328-2226

County/City Name	
State's Attorney's Office	Originating Agency Identifier Number (ORI)

This Agreement ("Agreement") is made by and between the State of North Dakota, acting through its Criminal Justice Information Sharing Division ("ND CJIS"), and the above named County/City, acting through its above named State's Attorney's Office with ORI Number listed above ("Customer") (together referred to as "Parties").

RECITALS

- ND CJIS currently hosts and maintains a web-based case management system ("STARS").
- Customer would like to access and use STARS in order to manage its prosecutorial cases and 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 STARS, the following tasks will be completed by ND CJIS and the Customer as indicated

- The Customer 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 Customer's applications and access STARS ("Agency Administrator");
- Each of the Customer's staff whom Customer wishes to access STARS will complete an online Personnel Application, which may be found at the Attorney General CJIS;
- 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 Customer's staff who have access to STARS will comply with the ND CJIS Access Agreement, attached as Exhibit A and incorporated herein;
- Customer 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 Customer 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 Customer's staff will attend a STARS training session provided by ND CJIS at a mutually agreeable date and time;
- The Customer 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 Customer's site on the Go-Live Date to assist with installation, testing, and initial use;

- The Customer 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 STARS; and
- Customer will comply with all applicable federal and state laws governing use of STARS and the data contained therein.

1.1 Support

Software Support: Customer must report STARS software issues to the Information Technology Department (NDIT) Service Desk by calling 1-877-328-4470 or submitting an incident online at NDIT Service-Now Portal. The NDIT 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 NDIT 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 STARS runs within the Microsoft Azure Government Cloud and will assist with STARS installation and updates on the Customer's hardware. However, ND CJIS is prohibited from providing desktop support related to Customer's hardware and other software. As such, it is the Customer's responsibility to maintain the minimum hardware and software requirements, as defined and periodically updated by ND CJIS.

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

Name	Business/Agency Name		
Address	City	State	ZIP Code
Telephone Number	Email Address		

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

- **Minimum Workstation Requirements:**
  - Hard disk space 100 MB
  - Processor Intel Celeron or AMD 2.0 GHz

- Memory 2 GB
- **Monitor:** 19 inches or greater is strongly recommended for optimum usability of STARS, dependent upon configuration and layout. Minimum supported resolution is 1024 x 768, 120 DPI or 125%.

1.2 Hosting and Disaster Recovery

STARS will be hosted in the Microsoft Azure Government Cloud, in accordance with the State's enterprise architecture technology standards. These standards can be found at 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 STARS in accordance with its Security Standards, which can be found at NDIT Security.

1.4 Maintenance

System Maintenance: Standard maintenance windows will be 10:00 pm until 12:00 am on Wednesdays. ND CJIS shall notify the Customer of any scheduled maintenance downtime outside of the standard maintenance window. ND CJIS will use its best efforts to notify Customer 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 Customer's Agency Administrator (or agency head). The Customer's Agency Administrator will assist ND CJIS in Customer'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 (NDIT) Service Desk by calling 1-877-328-4470 or submitting an incident online at NDIT Service Now Portal.
- As prompted by automatic notifications, use the CJIS Portal to view, approve, deny or inactivate Customer staff access to STARS.
- Ensure Customer's new staff completes the STARS Personnel Application at Attorney General CJIS.

2.0 Compensation

The services under this Agreement are provided without cost to North Dakota state's attorneys and staff. If custom reports or development projects are needed, there may be a cost to the Customer, by mutual agreement, at the discretion of the ND IT/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 training on STARS as requested by user agencies. Customer's new users are encouraged to receive training as soon as is practicable for the Customer.

5.0 Information Sharing

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

- A summary of STARS data may be shared through a master index within STARS; and
- Statistical information from Customer's data may be shared with state entities for research, provide 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

Customer 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 the Agreement or as authorized in advance by ND CJIS. ND CJIS shall not disclose any information it receives from Customer that Customer 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, NDCC ch. 44-04. The duty of ND CJIS and Customer to maintain confidentiality of information under this section continues beyond the term of this Agreement.

7.0 Compliance with Public Records Laws

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

8.0 Misuse

Customer agrees to use STARS for its intended prosecutorial 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

- **Termination by Mutual Agreement**
  This Agreement may be terminated at any time by mutual consent of both parties executed in writing.
- **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.
- **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:
  - 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.
  - 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.
  - 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.

- **Termination for Cause**
  ND CJIS may terminate this Agreement effective upon delivery of written notice to Customer, or any later date stated in the notice, if Customer 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:

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Customer Contact Information

Contact Person	Title		
Agency Address	City	State	ZIP Code
Telephone 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 Bismarck	State ND	ZIP Code 58505
Telephone Number (701) 328-1106	Email Address hsmith@nd.gov		

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found in NDCC §32-12.2-04

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

Signature of State's Attorney or Authorized Representative	Date
Signature of ND AG IT/CJIS Director	Date

Mail To:

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

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Exhibit A: ND CJIS Agency Access Agreement

AGREEMENT FOR ELECTRONIC ONLINE ACCESS TO
NORTH DAKOTA CRIMINAL JUSTICE INFORAMTION SHARING DIVISION OF THE OFFICE OF ATTORNEY GENERAL

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 Division of the Office of Attorney General (ND CJIS). The Information Technology Department (NDIT), through ND CJIS, provides authorized criminal justice agencies with access to criminal justice-related information, through the ND CJIS web portal application, in accordance with rules established by ND CJIS members. This document implements those rules.

The Requesting Entity requests access to ND CJIS and agrees to be bound by the policies and procedures governing that access, as set forth in this document. 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.

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

- 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.

- Access to ND CJIS is limited to 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.
- 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.
- 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.
- 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 staff.
- Agencies will ensure that no unauthorized access to ND CJIS devices or data, whether live or stored, occurs. Data which is 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 the ND CJIS Director.
- 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.
- 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. Individual usernames and passwords must comply with FBI CJIS Security Policy password requirements.
- ND CJIS reserves the right to manage and reallocate the licenses provided by the State of North Dakota. Licenses previously assigned may be revoked due to inactivity or non-use.
- 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.
- Individual users accessing ND CJIS using a Virtual Private Network (VPN) must use a Multi-Factor Authentication VPN per the FBI CJIS Security Policy's Advanced Authentication Provision, Section 5.6.2.2.
- ND CJIS provides and pays for NDGOV accounts for users needing access to only ND CJIS programs. If the account is used to access programs other than those maintained by ND CJIS, the NDGOV will become the county's responsibility at the amount consistent with NDIT's billing rates.
- 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.
- 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.
- 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.

- The Requesting Entity is subject to the provisions of access agreements required by agencies outside of ND CJIS. These include, but are not limited to, the North Dakota Department of Transportation, the North Dakota Supreme Court, and the North Dakota Division of State Radio. These access agreements must be executed separate from this agreement.

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

The Requesting Entity has requested online, 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 entities.

The Requesting Entity agrees to comply with the North Dakota Century Code and Administrative Code regarding exchange/dissemination, security, and individual access to CHRI as set forth in North Dakota Century Code Chapter 12-60 and Chapters 10-13-04 through 10-13-07 of the Administrative Code. The requesting entity agrees to comply with all other provisions of federal and state law in connection with the activities contemplated under this agreement.

The Requesting Entity's primary administrator will be trained by the BCI on the provisions of North Dakota Century Code Chapter 12-60 and Administrative Code Chapter 10-13-04 through 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 North Dakota Century Code Chapter 12-60 or Administrative Code Chapters 10-13-07.

6. Termination

Unless otherwise specified in a product-specific contract, 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 describe 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

Unless otherwise specified in a product-specific contract or under the laws of the State of North Dakota, notice under this agreement will be sufficient if provided by the agency to ND CJIS at: 600 E Blvd Ave, Dept 125, Bismarck, ND 58505, 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's system automatically. You may sign back in but you will be required to review this agreement upon login.