

INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN A PILOT PROGRAM FOR SHARING CRIMINAL JUSTICE INFORMATION

This Intergovernmental Agreement (this “IGA”) is entered into as of _____, 2020, by and among Adams County, the Adams County Sheriff’s Office, the City of Brighton, and the City of Thornton (each, a “Party” and collectively the “Parties”).

WHEREAS, each Party to this IGA is an independent member of or represented by the Adams County Criminal Justice Coordinating Committee (“CJCC”); and,

WHEREAS, the CJCC is an independent planning advisory body that addresses system-wide criminal justice goals impacting community safety and offender accountability; and,

WHEREAS, there is currently no mechanism in place for justice practitioners to aggregate post-citation through resolution information across functional jurisdictional and agency case management systems to provide a centric, historical view of justice involved individuals to effectively administer justice; and

WHEREAS, in order to best meet the goal of protecting the safety of the citizens of Adams County requires that these various entities coordinate their efforts and work together to maintain and improve justice systems; and

WHEREAS, the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS), provides federal regulations, as administered by the Colorado Bureau of Investigation (CBI), on appropriate use of Criminal Justice Information (CJI); and,

WHEREAS, Title 24 of the Colorado Revised Statutes, the Colorado Open Records Act, C.R.S. § 24-72-201 *et. seq.*, and the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et. seq.*, provide regulations governing the inspection and release of records; and,

WHEREAS, the CJCC has previously determined the need to build a federated query portal in order to share offender based criminal justice information within the criminal justice system that would comply with all applicable laws, rules and regulations; and,

WHEREAS, the federated query portal has been created by an outside vendor at the request of the CJCC and is ready to be accessed by individual users; and,

WHEREAS, the Parties intend to jointly participate in a data sharing pilot project, in order to test the functionality and usage of the system, so that it may ultimately be used to provide access to and sharing of justice data that is not readily available to justice practitioners through any other information sharing system.

INTERGOVERNMENTAL AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereto agree as follows:

ARTICLE I. OBLIGATIONS OF THE PARTIES

1.1 Adams County will house and maintain the servers that support the federated query portal, herein referred to as the Justice-Centralized Online Records Portal (J-CORP).

The Adams County Criminal and Social Justice Manager will provide project specific support to the other Parties during the course of this IGA. Management control of CJIS Information residing in the control of CJCC remains with the providing agencies, delegated at the discretion of the CJCC to the Social Justice Manager as the agent of the CJCC.

Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network J-CORP for the exchange of criminal history/criminal justice information, the CJCC member agencies shall have the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities.
- (2) Standards for the selection, supervision, and termination of personnel access to Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
- (5) Compliance with all rules and regulations of the (Criminal Justice Agency) Policies and CJIS Security Policy in the operation of all information received.

This agreement covers the overall supervision of all CJCC systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any CJCC system to include NCIC Programs that may be subsequently designed and/or implemented within the CJCC.

1.2 The Adams County Sheriff, City of Brighton, and City of Thornton will have and maintain their own independent CJIS access based on their status as a Criminal Justice Agency (CJA). Each will ensure that only individuals with independent CJIS access are allowed to access the system. Each will maintain its own CJIS Systems Officer that will ensure compliance with all applicable laws, rules and regulations related to the data. CJIS personnel security and security

awareness requirements for CJCC designated staff shall be managed by their individual employers via their independent CJIS connections.

1.3 The Parties will coordinate and cooperate with each other to create, implement, and maintain a functional and user-friendly application. The application will be used only to share offender-based and case level criminal justice information that is currently already available to each Party through other, less efficient formats, such as demographics, arrest agency, booking information, criminal case information, charge summary and warrant information . The current list of criminal justice information that may be shared in the application is attached to this IGA as Attachment One. The types of information that may be shared in the application may be modified by agreement of the Parties. The Parties agree to provide, to the extent permitted by appropriations, personnel to participate in this IGA and to administer, staff, budget and support their access, information transfers and their timely, accurate and complete information contribution to the J-CORP application. Each Party will designate a primary point of contact with respect to its use of the J-CORP Portal and obligations under this IGA.

1.4 Each Participating Agency will be financially and administratively responsible for all of the processes and equipment that reside on their premises up to the connection to the network that serves the J-CORP application, regardless of the source of funds for initial purchase. Such costs include such items as the data contribution process, firewalls, routers, switches, servers, software, anti-virus, and patch management.

ARTICLE II. J-CORP

2.1 Ownership of Information. The Parties agree that information originally collected or created by an individual Party is the property of that Party, to the extent that such information can be “owned” by a governmental entity, and subject to the mandates and controls required of the originating Party

2.2 Information Security.

2.2.1. Each Party is responsible under specific legislative, regulatory and executive mandates to provide information to other persons only in certain circumstances and with certain specific safeguards. Each Party will comply with all requirements of the CJIS security policy, all local, State, and Federal rules, regulations and laws that apply to the access, use, and dissemination of any and all information available through the J-CORP application. Each Party agrees to use appropriate safeguards to prevent improper use or disclosure of the Shared Information.

2.2.2. Pursuant to CJIS Security Policy 5.1.3 (Secondary Dissemination), when any Party to this IGA allows access to Criminal History Record Information (CHRI), through the J-CORP application, that Party will log such dissemination. Additionally, the Parties will log all events required by CJIS security Policy 5.4. However, pursuant to CJIS Security Policy 5.1.4 (Secondary Dissemination of Non-CHRI CJI), if data shared through the J-CORP application does not contain CHRI then it does not need to be logged.

2.2.3. Each Party will: (a) take all commercially reasonable steps necessary to retain, maintain and protect against the loss or alteration of all Shared Information, including the

encryption of Shared Information in transit in a commercially reasonable manner as may be agreed by the parties from time to time; (b) provide the Criminal and Social Justice Manager with the name and contact information for an Information Security Officer (an “ISO”) who will serve as the primary security contact and will be available (personally or through a direct report) to assist the Parties in resolving information security obligations identified in this IGA; and (c) provide the Criminal and Social Justice Manager with prompt written notice of all (i) data security breaches with respect to the Party’s operations and assets related to the shared information, and (ii) all violations by the Party and its agents of this Section 2.2 and all known or suspected data security breaches, whether or not in violation of this Section 2.2, involving shared information (a “Data Breach Incident”) and reasonably cooperate with the investigation and mitigation of such Data Breach Incident.

ARTICLE III. LIABILITY

3.1 Each Party is responsible for its own conduct and the conduct of its users and retains all defenses and immunities available under federal and Colorado laws. No Party will be obligated under this IGA to insure, defend, or indemnify any other Party.

ARTICLE IV. DISPUTE RESOLUTION

4.1 In the event of a dispute, the Parties agree to use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of nonbinding alternative dispute resolution mutually acceptable to them. If resolution is not achieved this IGA may be enforced in the Adams County District Court.

ARTICLE V. MODIFICATION OF THE INTERAGENCY AGREEMENT ON INFORMATION TECHNOLOGY

5.1 Any Party may propose modifications to this IGA by providing written notice to the other Parties detailing the proposed modifications. Any amendment to this IGA must be agreed to and executed by all Parties before it will be effective.

ARTICLE VI. GOVERNING LAWS

6.1 This IGA will be construed and enforced in accordance with the laws of the State of Colorado. Parties are required to comply with Federal and local regulations and statutes appropriate to each Party’s jurisdiction regarding access or dissemination of data, including criminal history and individual privacy

6.2 This IGA is subject to the terms and provisions of 28 C.F.R. Part 20 and 28 U.S.C. § 534 relating to the collection, use, dissemination, and control of CHRI, and the parties will not exceed the permitted disclosures identified therein. To the extent that information is shared for “criminal justice purposes” those purposes will be identified, and a record of those purposes will be maintained

6.3 The terms of this IGA are to be construed in a manner consistent with such laws and regulations and as they may be amended from time to time, and with any other law governing the confidentiality of data shared through J-CORP. In the event of any conflict between the terms of

this IGA and such laws and regulations, the provisions of such laws and regulations will govern the respective rights and duties of the Parties.

ARTICLE VII. SEVERABILITY

7.1 Any provision in this IGA that is or may become illegal, invalid or unenforceable in any jurisdiction affected by this IGA will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this IGA, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

ARTICLE VIII. TERM AND TERMINATION

8.1 This IGA will be effective as of the date first written above. This IGA will be binding upon each Party as of the date of the Party's execution. The IGA will continue in effect until terminated by the Parties.

8.2 Any party may terminate its participation in this IGA by providing written notice of termination to the other Parties. Termination of this IGA by any Party will not terminate the IGA as to the other Parties. The termination will be effective upon the receipt of such notice.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Full Agreement and Merger. The terms and conditions of this IGA constitute the full and complete agreement between the Parties and supersedes all prior and contemporaneous agreements, documents, and dealings, whether written or oral.

9.2 Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized to execute this IGA and to legally bind each Party as set forth in this IGA.

9.3 Counterparts and Electronic Signatures. This IGA may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IGA and all of which, when taken together, will be deemed to constitute one and the same IGA. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures.

9.4 No Third-Party Beneficiary. This IGA will not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this IGA.

9.5 Notices. All notices may be sent by any means available, including electronic mail, facsimile, overnight courier, certified or registered mail, to the addresses set forth below or in any Joinder Agreement. Any such notice will be deemed delivered when received.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA as follows:

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By: Emma Pinter

Date

Title: Chair

ATTEST:

Erica Hannah

Date

Title: Clerk to the BoCC

APPROVED AS TO FORM:

Adams County Attorney's Office

ADAMS COUNTY SHERIFF'S OFFICE

By: Richard A. Reigenborn

Date

Title: Adams County Sheriff

APPROVED AS TO FORM:

Adams County Attorney's Office

CITY OF BRIGHTON

By: Jane Bais DiSessa
Title: City Manager

Date

ATTEST:

By: Natalie Hoel
Title: City Clerk

APPROVED AS TO FORM:

Jack D. Bajorek
City Attorney

CITY OF THORNTON

By: Kevin S. Woods
Title: City Manager

Date

ATTEST:

By: Kristen N. Rosenbaum
Title: City Clerk

APPROVED AS TO FORM:

Luis A. Corchado
City Attorney