MISSOURI STATE HIGHWAY PATROL
MISSOURI DATA EXCHANGE SYSTEM
SYSTEM USE AGREEMENT

SYSTEM USE AGREEMENT BETWEEN DIRECTOR OF THE DEPARTMENT OF PUBLIC SAFETY AND

_____

AGENCY NAME

PURPOSE:

The purpose of this document is to define the agreements for managing, accessing, and using Missouri's Criminal Justice Data Exchange (MoDEx) System. The goal of the MoDEx initiative is to facilitate the sharing of criminal justice data across jurisdictional boundaries for improved crime solving ability.

BACKGROUND:

The State of Missouri, through the Department of Public Safety, is sponsoring a statewide initiative that will enable the sharing of criminal justice information between participating law enforcement agencies. Currently, law enforcement agencies have legacy records management systems that contain pertinent local incident information that is available electronically to local personnel only. This initiative will provide the mechanism for local law enforcement agencies to share selected data. The result will be enhanced investigative information and analysis that participating entities can use to solve crimes. The intent is to eventually interface with the federal NDEX System, for nationwide data sharing.

GOVERNANCE:

The Director of Public Safety has appointed a MoDEx Governing Board for the purpose of overseeing the MoDEx System implementation and comprises:

   Two (2) active sheriffs selected by the Sheriff's Association
   One (1) active Police Chief from Kansas City Police Department, or his/her designee, representing the Kansas City
      Region
   One (1) active Police Chief of the City of St. Louis, or his/her designee, representing the St. Louis Region
   Two (2) active police chiefs selected by the Police Chiefs Association
   Two (2) representatives of the Highway Patrol including the Superintendent and/or his/her designee, and the Director
      of the Criminal Justice Information Services Division
   One (1) Director of Public Safety or his/her designee (who shall be Chair of the Board and only vote in the event of a
      tie vote)

These board members serve a length of term designated by their respective associations or agencies and are voting members. The MoDEx Governing Board will be responsible for approving policies and procedures for the management, operation, and access to the MoDEx System. Any modifications to this agreement must be approved by a two-thirds majority vote of the MoDEx Governing Board.

Ex-Officio members may be added by the Director of Public Safety based on recommendations made by the Governing Board. Ex-Officio, non-voting, members from the following agencies may be added:

   One (1) Office of State Courts Administrator
   One (1) Office of Prosecution Services
   One (1) Department of Corrections
   One (1) Executive Director, Sheriffs Association
   One (1) Executive Director, Police Chiefs Association
   One (1) Director, Missouri Information Analysis Center

CONFIDENTIALITY:

Parties to this agreement understand that information accessed through the MoDEx System is confidential and may be used for investigative purposes only, and may not be retrieved for personal use. Access and dissemination of the data will comply with the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Policy. Misuse of any data may result in civil or criminal action and shall be reported to the Director of Public Safety for recommended action.

DATA SHARED:

Parties to this agreement understand that the data from the MoDEx System may be accessed by anyone who has been authorized (given a userid and password) through proper security channels. Data will only be modified by the originating agency. The data-sharing agency maintains ownership of its information and is ultimately responsible for determining what data is shared. Access will be given to all agencies agreeing to share data when technically and logically possible.

REQUEST FOR INFORMATION:
The MoDEx System is not in any manner intended to be an official repository of original records or to be used as a substitute for one, nor is the information in the system to be accorded any independent record status. A MoDEx System user who receives a request from a non-authorized requestor for information in the MoDEx System (of which they are not the originating source) shall not release that information, but may refer the requester to the agency that is the source. A MoDEx System user who receives a court order to release information from the MoDEx System shall notify the original owner/source agency and his/her own Agency System Administrator of the court order.

DATA VERIFICATION:
Data provided to the central repository may not be accurate; therefore, all data is subject to verification by the originating agency. Data sharing agencies agree to make every effort to share data that is accurate and reliable.

LIABILITY:
Each party shall be responsible for damages that result from their own employees', agents' and representatives' acts or omissions during the performance of duties agreed to herein. By so agreeing, no party waives any of the protection afforded it as a public body of the State of Missouri. The parties agree to be responsible hereunder only to the extent they would otherwise be liable under the provisions of section 537.600, et seq., RSMo.

CENTRAL HARDWARE AND SOFTWARE:
The Director of Public Safety, through the Missouri State Highway Patrol, agrees to provide the central data repository hardware and software, crime analysis software, data interfaces, and the maintenance and administration of the central hardware and software.

AGENCY HARDWARE AND SOFTWARE:
Agencies using the MoDEx System agree that they will provide their own personal computers and associated software (e.g. Internet Explorer) in order to access the shared data. The participating agency agrees to pay network costs to connect to the MoDEx System.

USER TRAINING:
Agencies using the MoDEx System agree to participate in user training authorized by the Governing Board before accessing shared data.

SANCTIONS:
Any agency that violates MoDEx policy with regard to accessing, sharing, or using information, may be disconnected from the MoDEx System as recommended by the Governing Board. The offending agency will be provided a sixty-day written notice of the violation and the opportunity to correct it. Failure to follow the MoDEx System Use Policy (Attachment A) will result in termination of access for the offending agency.

TERMINATION:
This signed agreement shall remain in effect until the participating agency or Director of Public Safety provides thirty-day written notice to the other parties to this agreement of the intent to terminate.

AGENCY NAME	
AGENCY HEAD PRINTED NAME	
AGENCY HEAD SIGNATURE	DATE