

BILL NO. 4748

ORIGINAL

ORDINANCE NO. 4748

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, APPROVING A NON-TERMINAL AGENCY AGREEMENT BETWEEN THE CITY'S POLICE DEPARTMENT AND THE JEFFERSON COUNTY CIRCUIT COURT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, § 77.260, RSMo provides that the City Council of the City of Festus may enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall be deemed expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, the Police Department of the City of Festus has been advised by the Missouri State Highway Patrol that, due to the appointment of a new Chief of Police for the City of Festus, the City's Police Department should enter into a Non-Terminal Agency Agreement with the Circuit Court of Jefferson County, 23<sup>rd</sup> Judicial Circuit of Missouri, to ensure that the City's Police Department, as an Operating Agency, has access to the information necessary to enter arrest warrants issued by the Circuit Court, a non-terminal agency, and to access other criminal justice information through the Missouri Uniform Law Enforcement System (MULES) and the National Crime Information Center (NCIC);

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, AS FOLLOWS:**

SECTION I. The Chief of Police, or his designee, is authorized and directed, on behalf of the City and its police department, to enter into a Non-Terminal Agency Agreement as an Operating Agency with the Circuit Court of Jefferson County, 23<sup>rd</sup> Judicial Circuit of Missouri, a Non-Terminal Agency, with the agreement to be in substantially the form attached hereto as Exhibit A, which is incorporated by reference. The Chief of Police and the City Clerk are authorized to take further action as may be reasonably necessary to carry out the intent and purposes of this Ordinance.

SECTION II. This Ordinance shall be and become in full force and effect from and after the date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSED THIS 23 DAY OF October, 2023

Saul F. Richard  
President of the City Council

APPROVED THIS 23 DAY OF October, 2023.

Saul F. Richard  
Mayor of the City of Festus

ATTEST:

K. Dalt  
City Clerk



**EXHIBIT A**

[ *insert Non-Terminal Agency Agreement* ]

# **NON-TERMINAL AGENCY AGREEMENT**

for

## **MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES) & NATIONAL CRIME INFORMATION CENTER (NCIC) ACCESS**

### **PURPOSE OF AGREEMENT**

This agreement establishes the standard procedures for an OPERATING AGENCY (defined as a criminal justice agency with a computer terminal authorized for record entry and inquiry purposes) to perform MULES/NCIC transactions for a NON-TERMINAL AGENCY (defined as a criminal justice agency with no MULES/NCIC access). Both parties agree to comply with MULES/NCIC policies, standards, and procedures as described in the User Agency Agreement, NCIC 2000 Operating Manual, CJIS Security Policy, and MULES Policies & Procedures Manual.

### **RECORD ENTRY**

The OPERATING AGENCY agrees to enter all records for the NON-TERMINAL AGENCY under the NON-TERMINAL AGENCY's Originating Agency Identifier (ORI) Number.

### **RECORD INQUIRY**

The OPERATING AGENCY agrees to perform all restricted (i.e. Criminal History) and non-restricted file (i.e. Hot File) transactions, as defined in the CJIS Security Policy, for the NON-TERMINAL AGENCY using the NON-TERMINAL AGENCY's ORI when required.

### **HIT CONFIRMATIONS**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to jointly establish the necessary procedures for the OPERATING AGENCY to respond to all hit confirmation requests within ten (10) minutes or one (1) hour depending on priority level. The NON-TERMINAL AGENCY agrees to provide the OPERATING AGENCY with all necessary reports, documents, etc. to establish the basis for a hit confirmation response. The OPERATING AGENCY will then provide the requesting criminal justice agency with a positive or negative confirmation or, when necessary, the specific amount of additional time needed to fully respond.

### **VALIDATIONS**

The NON-TERMINAL AGENCY agrees to assist the OPERATING AGENCY with the validations of all records entered using the NON-TERMINAL AGENCY'S ORI. When validating a record, both agencies must confirm the record is complete, accurate, and still active.

### **MESSAGING**

The OPERATING AGENCY agrees to use its own ORI on messages generated by its operators for the NON-TERMINAL AGENCY and to indicate by name of department the NON-TERMINAL AGENCY it is representing in the text and signature of the message.

### **DISSEMINATION**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to only disseminate information retrieved from the MULES or NCIC systems when specifically authorized by the CJIS Security Policy and the MULES Policies & Procedures Manual.

### **QUALITY ASSURANCE**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to take all appropriate measures necessary to ensure that only the most complete, accurate, and valid records are entered into MULES and NCIC.

### **SYSTEM SECURITY**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree to abide by all current physical, technical, and information security requirements outlined in the CJIS Security Policy and the MULES Policies and Procedures Manual.

### **AUDIT**

The OPERATING AGENCY understands that they are subject to a triennial MULES/NCIC Policy Compliance Review by the Missouri State Highway Patrol (MSHP) CJIS Division and/or the FBI CJIS Division.

### **MISUSE**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree that any misuse of the MULES or NCIC systems, or misuse of information retrieved from the MULES or NCIC systems, is a Class A Misdemeanor pursuant to 576.050 RSMo and must be reported immediately to the MSHP Access Integrity Unit.

### **CANCELLATION**

The NON-TERMINAL AGENCY and OPERATING AGENCY agree that either party, upon thirty (30) days notice in writing to the other party, may cancel this NON-TERMINAL Agency Agreement.

ACKNOWLEDGEMENT

WE, THE UNDERSIGNED, AGREE TO COMPLY WITH THE DUTIES AND RESPONSIBILITIES NAMED IN THIS NON-TERMINAL AGENCY AGREEMENT, AS WELL AS THE INCORPORATED PROVISIONS OF THE NCIC 2000 OPERATING MANUAL, THE CJIS SECURITY POLICY, AND THE MULES POLICIES & PROCEDURES MANUAL. WE UNDERSTAND THAT FAILURE TO COMPLY WITH THESE DUTIES AND RESPONSIBILITIES MAY SUBJECT MY AGENCY TO SANCTIONS BY THE MISSOURI CJIS SYSTEMS OFFICER (CSO), UP TO AND INCLUDING TERMINATION OF ACCESS TO MULES OR NCIC INFORMATION.

23rd Judicial Circuit Court  
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NON-TERMINAL AGENCY

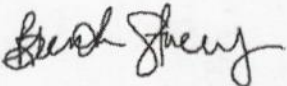
Festus Police Dept.  
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OPERATING AGENCY

MO050043J  
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Agency ORI

MO0500300  
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Agency ORI

Brenda Stacey, Presiding Judge  
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Agency Head (printed name)

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Agency Head (printed name)

  
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Agency Head Signature      10/13/2023  
Date

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Agency Head Signature      Date