



CLETS MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by

_____ ,
(Public law enforcement/criminal justice agency)

(ORI)

to

(Dispatch, parking citation, or data processing public agency)

to perform

(Type of service)

_____ services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (*hereinafter referred to as the CLETS subscribing agency*), which may delegate the responsibility of dispatching, parking citation, or data processing/information technology services to a public agency that is neither a law enforcement agency nor a criminal justice agency (*hereinafter referred to as the Non-CJ agency*). The Non-CJ agency may receive information from the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified services if such delegation is authorized, pursuant to statute, regulation, or interagency agreement. A signed CLETS Management Control Agreement (HDC 0004A) must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting the Non-CJ agency access to the CLETS. The performance of such delegated services by an otherwise Non-CJ agency does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *Criminal Justice Information Services (CJIS) Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.



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Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices, or store/printed data.

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all Non-CJ agency personnel accessing the CLETS information meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Initially (within six months of employment or assignment) train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable.
2. State and FBI fingerprint-based criminal offender record information searches must be conducted prior to allowing access to CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the Non-CJ agency. The Non-CJ agency agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004A) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

Signature (CLETS Subscribing Agency Head)

Signature (Non-CJ Agency Head)

Print Name and Title

Print Name and Title

Date

Date