MCOLES INFORMATION AND TRACKING NETWORK (MITN)
USER AGENCY AGREEMENT

Between

Michigan Commission On Law Enforcement Standards (MCOLES)
(PROVIDER)
and

Agency Name (USER AGENCY): _____

USER AGENCY Head: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Administrative Hours of Operation: _____

Federal EIN: _____

(Enter SSN in this field only if the USER AGENCY is a single individual registering as an independent Criminal Justice Training Provider.)

USER AGENCY is applying as a (check all that apply):

☐ Law Enforcement Agency: Complete Section I

☐ Basic Law Enforcement Training Academy: Complete Section II

☐ Criminal Justice Training Provider: Complete Section III

All USER AGENCIES must complete the Acknowledgment and signatory page.

Complete all sections below that apply:

Section I: Law Enforcement Agency

Law Enforcement Agency Type:

- ☐ Airport Authority
- ☐ City
- ☐ County
- ☐ Public College
- ☐ Public University
- ☐ State
- ☐ Township
- ☐ Tribal
- ☐ Railroad
- ☐ Village

Agency ORI Number: _____

Single Point of Contact: _____

Title: _____ E-Mail: _____

Telephone Number: _____ Fax Number: _____

Section II: Basic Law Enforcement Training Academy

Single Point of Contact: _____

Title: _____ E-Mail: _____

Telephone Number: _____ Fax Number: _____

Section III: Criminal Justice Training Provider

Training Provider Type:

- ☐ College/University
- ☐ Governmental Agency
- ☐ MCOLES Recognized Basic Training Academy
- ☐ Law Enforcement Agency [1]
- ☐ Law Enforcement Training Consortium
- ☐ Private Training Provider

Your agency/company is based: ☐ In-State ☐ Out-of-State

Single Point of Contact: _____

Title: _____ E-Mail: _____

Telephone Number: _____ Fax Number: _____

[1] If the criminal justice training provider function is through a specific bureau, section or division within the agency (e.g. Training Division, Special Operations Bureau), complete the following:

Training Function Administrator: _____

Title: _____ E-Mail: _____

Telephone Number: _____ Division Name: _____

PURPOSE

To outline the responsibilities of the MCOLES and the USER AGENCY for access to the MITN system.

OBJECTIVE

To comply with state and federal requirements to ensure data integrity and privacy of information in the MITN system.

REFERENCE

The following documents are incorporated by reference and made part of this agreement:

- MITN Security Policy.
- Operator Agreement for Access to MITN.
- MITN Operating Manuals, correspondence concerning enhancements to MITN, and other broadcasts regarding MITN.
- Michigan Commission on Law Enforcement Standards policies and meeting minutes.
- Public Act 203 of 1965, Public Act 302 of 1982, and applicable state and federal laws, rules, policies, and regulations.

DEFINITIONS

- **Governmental Agency Head** is the head of a political subdivision; e.g. mayor, chairman of the board of commissioners, city manger, village president, or township supervisor. This will be the Sheriff if only employees of the Sheriff's Office access the MITN system.
- **Criminal Justice Agency** is a court, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.
- **Criminal Justice Training Provider** is a criminal justice agency, city, county, township, village, community college, university, state agency, corporation, or individual approved by the Michigan Commission on Law Enforcement Standards to offer training to law enforcement other than the basic law enforcement training curriculum.
- **Data Integrity** is the validity, timeliness, accuracy, and completeness of records.

- **Management Control** is the authority of MCOLES to set and enforce all of the following:

  (1) Priorities;
  (2) Standards for the selection, supervision and termination of USER AGENCY and Operator access to MITN; and
  (3) Policy governing the operation of computers used to access information insofar as the equipment is used to process, store, or transmit any received information and includes the supervision of equipment, systems design, programming and operating procedures necessary for the development and implementation of MITN.

- **Michigan Commission on Law Enforcement Standards (MCOLES)** is the commission formed by Michigan Executive Directive 2001-05, which combined the Commission on Law Enforcement Standards, created by Act No. 203 of the public Acts of 1965 and the Michigan Justice Training Commission, created by Act No. 302 of the Public Acts of 1982.

- **MITN** is the MCOLES Information and Tracking Network, a web-enabled information system used by authorized User Agencies and Operators to conduct business related to the mandates of the MCOLES.

- **Operator** is an individual employee of a User Agency, identified by the User Agency head or designated single point of contact as a trusted individual who has been authorized by the MCOLES to access the MITN system.

- **Recognized Basic Law Enforcement Training Academy** is an agency or institution that is approved by the Michigan Commission on Law Enforcement Standards to offer the basic police training program.

- **Single Point of Contact** is one designated individual responsible for direct communication with the PROVIDER regarding security and other interactions with the MITN

- **USER AGENCY** is an authorized Michigan criminal justice agency, basic law enforcement training academy, and/or state and national criminal justice training provider which has been authorized by the Michigan Commission on Law Enforcement Standards through an executed USER AGENCY agreement to access the MITN system to exchange information with MCOLES.

USER AGENCY Head is the chief, sheriff, director, president, CEO or acting agency head of a USER AGENCY. When the user agency head position is vacant, the head of the local governing unit shall be considered the USER AGENCY head. This shall be the undersheriff in a sheriff's office if only sheriff's employees access the MITN system.

AGREEMENT

MCOLES AGREES TO:

1. Allow an authorized USER AGENCY access to the MITN system and information as set forth in this agreement.

2. Provide training to the USER AGENCY on the MITN system as required by policy.

3. Provide the USER AGENCY with the documentation necessary to comply with this agreement.

4. Furnish each authorized Operator with a user ID and password.

USER AGENCY AGREES TO:

5. Ensure entry of information meets data integrity requirements. Quality assurance procedures must be in place to ensure data integrity is maintained in the MITN system.

6. Ensure proper dissemination and logging of information available through the MITN system.

7. Ensure that its Operators and other staff and employees will use, and disseminate information available through MITN only when authorized and necessary.

8. Comply with MCOLES inspections in a timely manner as defined by the MCOLES to ensure data integrity, and proper use and dissemination of information available through MITN.

9. Immediately report to MCOLES all incidents of improper access, information misuse, or unauthorized dissemination of information.

10. Ensure that each agency Operator applying for a unique user ID and password with which to log onto the MITN system provides full disclosure to MCOLES of information relevant to granting or denying authorization to access MITN. This user ID and password is for the exclusive use of the assigned Operator and may not be loaned to or used by anyone else. If the Operator leaves the employment of the USER AGENCY or authorization to access MITN is revoked by the USER AGENCY, it is the joint responsibility of the USER AGENCY and Operator to immediately notify MCOLES. Failure to do so may result in the immediate suspension of USER AGENCY access to MITN under this agreement.

11. Ensure all employees using MITN are authorized by MCOLES as Operators and trained as required by policy.

12. Maintain and make available to all authorized USER AGENCY operators the Security Policy, system user guides and other documentation required to use the MITN system.

13. Assign a Single Point of Contact (POC) for liaison with MCOLES for each function.

14. Notify MCOLES within three (3) business days of any change in Agency Head, Single Point of Contact, Operator, and/or Training Function Administrator if applicable.

15. Pay for all Operator personnel costs, as well as local equipment, power, and supply costs for the operation of the MITN system at the USER AGENCY level.

16. Comply with the MITN Security Policy and all other applicable administrative rules and policies of the Michigan Commission on Law Enforcement Standards.

17. Ensure that there is 128-bit encryption of the data transmitted from a wireless PC to the Internet connection where a wireless connection is used.

AGREEMENT PERIOD

- The MCOLES or the USER AGENCY, upon 30 days written notice, may cancel this agreement. Any changes to this agreement will be valid only if made in writing and acceptable by all agencies to this agreement.

- This agreement will become effective upon the completion of all signatures regardless of the order in which they are placed, and shall be valid until canceled as provided in the paragraph above. The agreement is binding on all of the agencies that are a party to this agreement, regardless of the future status and authority of the signatories.

- MCOLES reserves the right to immediately suspend furnishing any information provided for in this agreement to the USER AGENCY when any rule, policy, or procedure adopted by the Michigan Commission on Law Enforcement Standards, or any law of this state or the federal government applicable to the security and privacy of information, is violated by the USER AGENCY or at the discretion of MCOLES pending investigation of a violation by the USER AGENCY.

- MCOLES shall reinstate access to the MITN system upon the approval of the Michigan Commission on Law Enforcement Standards when notified that the violation has been satisfactorily corrected.

ACKNOWLEDGMENT

- We acknowledge the receipt of the MITN Security Policy. All relevant USER AGENCY personnel have read and understand the MITN Security Policy.

- We hereby acknowledge the duties and responsibilities as set out in this agreement. We acknowledge that these duties and responsibilities have been developed and approved by the Michigan Commission on Law Enforcement Standards in order to ensure data integrity of the MITN system. We further acknowledge that failure to comply with these duties and responsibilities will subject the USER AGENCY to sanctions as approved by the Michigan Commission on Law Enforcement Standards. These sanctions may include termination of access to the MITN system. The USER AGENCY may appeal these sanctions through the Michigan Commission on Law Enforcement Standards.

- The individual signing on behalf of the USER AGENCY certifies by signature that he or she is authorized to sign the agreement on behalf of the USER AGENCY or governmental unit, and that the USER AGENCY will adhere to all terms of the agreement.

For **USER AGENCY HEAD** (Agency Name): _____ :

_____

Signature Title Date

_____

Printed Name

For GOVERNMENTAL AGENCY HEAD (see definition on page 3), if a criminal justice agency:

_____

Signature Title Date

_____

Printed Name

For **MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS**:

_____

Signature Title Date

FAX completed form to:

Michigan Commission on Law Enforcement Standards
Licensing Services Section
517-316-0824