

## WACIC HOLDER OF THE RECORD AGREEMENT

The National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC) are computerized information systems established as a service to all criminal justice agencies. The goal of NCIC and WACIC is to help the criminal justice community perform its duties by providing and maintaining computerized filing systems of accurate and timely documented criminal justice information. Although use of NCIC and WACIC is voluntary, using these systems obligates participating agencies to abide by the policies and procedures established. NCIC and WACIC require:

1. Any agency that has investigative authority and jurisdiction and has an NCIC assigned ORI must enter qualifying records into WACIC/NCIC as soon as reasonably possible after minimum information is available.
2. Every agency that enters records destined for WACIC or NCIC must ensure that hit confirmation is available for all records, except III records, 24 hours a day either at that agency or through a written agreement with another agency, at its location
3. An originating agency must, within ten minutes for requests designated urgent or within one hour for requests designated routine, furnish, to any agency requesting record confirmation, a response indicating positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.

Therefore, the Port Angeles Police Department (PENCOM), hereinafter referred to as the Holder of Record, and the Sequim Police Department, hereinafter referred to as the Owner of Record enter into this Agreement.

Holder of Record is:

A 24-hour terminal agency.

Owner of Record is:

A non-terminal 24-hour agency.

A terminal non-24-hour agency.

A non-terminal/non-24-hour agency.

Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of WA0050100.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of WA0050300.

Both agencies agree to abide by all rules, policies, and procedures of the NCIC or the Federal Bureau of Investigation, WACIC and A Central Computerized Enforcement Service System (ACCESS) under authority of Revised Code of Washington RCW 43.89 and RCW 43.43, and

the National Law Enforcement Telecommunications System (NLETS), and are subject to the terms and conditions listed below:

## **Terms and Conditions**

### **A. Purpose of Agreement**

The purpose of this agreement is to establish responsibility for records entered in WACIC and NCIC by the holder of Record under its NCIC assigned ORI on behalf of the Owner of Record. As they relate to records entered for the Owner of Record, the Holder of Record assumes the following responsibilities:

1. Responsible for data entry.
2. Responsible for documentation.
3. Responsible for cancellation and modification of entries.
4. Responsible for timeliness of entries, cancellations, and modifications.
5. Responsible for hit confirmation.
6. Responsible for validation of entries.

The Holder of Record agrees to abide by all the terms and conditions of the ACCESS/WACIC/NCIC User Acknowledgement in performing the responsibilities listed above.

### **B. Rules and Regulations**

The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the FBI/NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC CCH program; and with all rules and regulations adopted by the ACCESS Section. Both Holder of Record and Owner of Record have the burden of giving notice of requirements of all the above-named rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to this Agreement.

### **C. Secondary Dissemination**

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and/or other criminal justice information.

### **D. Response to Communications**

Inasmuch as communications from other states are routed via the NLETS using the NCIC ORI, the ORI of record shall bear the responsibility of responding to requests for confirmation of records and other information relating to records entered under this Agreement. Both agencies agree that any misdirected or misrouted messages will be promptly called to the attention of the originating agency or intended recipient.

**E. Sanctions**

The Washington State Patrol (WSP), as the CJIS System Agency (CSA), reserves the right to suspend telecommunications service to the Holder of Record named herein, likewise the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies, or procedures of NCIC, NLETS, or WACIC have been violated. The WSP will review circumstances surrounding the suspension or termination of agreement and make a final decision relative to further or continued agency participation in WACIC.

**F. Termination of Agreement**

This agreement shall remain in effect unless terminated by either agency. Either the Holder of Record or the Owner of Record may, upon thirty (30) days written notice of the other agency and to the Washington State Patrol ACCESS Section, cancel this Agreement.

Each agency reserves the right to terminate this agreement with or without notice upon determining that the other agency has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this agreement.

Termination of this agreement shall not negate the obligation of either agency to maintain records entered under this agreement to ensure their accuracy and timeliness.

**G. Indemnification**

Both the Holder of Record and the Owner of Record agree to indemnify and hold harmless the WSP, the WSP Chief and employees, and the FBI, the FBI Director and employees, from any and all claims, demands, actions, suits, and proceedings by others for the use or misuse by either agency of any information provided to them pursuant to this agreement.

As agency head/director of the agency identified herein, I hereby acknowledge the duties and responsibilities set forth in this document as well as those documents incorporated by reference.

Thomas E. Riepe  
Holder of Record  
Port Angeles Police Dept. (PenCom)

Robert L. Spinks  
Owner of Record  
Sequim Police Department

By: Thomas E. RIEPE

By: ROBERT L. SPINKS, MA

Title: Chief of Police

Title: Chief of Police

Date: 03/21/05

Date: 3/10/05