WASHINGTON CRIME INFORMATION CENTER

Holder of 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 by the advisory boards of each. NCIC and WACIC require:

1. That any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter qualifying records into WACIC/NCIC as soon as reasonably possible after minimum information is available.

2. That every agency which enters records destined for WACIC or NCIC must assure 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.

   An originating agency must, within ten (10) minutes for requests designated urgent or within one hour for requests designated routine, furnish to an 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 Dept.(PenCom) (Holder of Record) hereinafter referred to as Holder of Record, and the Sequim Police Dept. (Owner of Record), hereinafter referred to as the Owner of Record enter into this Agreement.

Holder of Record is:

X A 24 - hour terminal agency.

Owner of Record is:

_____ A non terminal 24-hour agency, or

X A terminal Non-24-hour agency, or

_____ 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 of the Federal Bureau of Investigation (FBI), the Washington Crime Information Center (WACIC) and A Central Computerized Enforcement Service System (ACCESS), as adopted by the Advisory Council on Criminal Justice Services under authority of RCW 43.89 and RCW 43.43, and the National Law Enforcement Telecommunications System (NLETS), 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. Responsibility for data entry.
2. Responsibility for documentation.
3. Responsibility for cancellation and modification of entries.
4. Responsibility for timeliness of entries, cancellations and modifications.
S. Responsibility for hit confirmation.
6. Responsibility 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 Washington State Advisory Council on Criminal Justice Services for WACIC. 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 National Law Enforcement Telecommunications System (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 (State Criminal Justice Information Services (CJIS) Systems 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 Washington State Patrol 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 notice to the other agency in writing, and to the Washington State Patrol Criminal Telecommunications 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
Party 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 Washington State Patrol, its Chief and employees, and the Federal Bureau of Investigation, its 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 agencies identified herein, we hereby acknowledge the duties and responsibilities set forth in this document as well as those documents incorporated by reference.

Port Angeles Police Dept.(PenCom)	Sequim Police Dept.
Holder of Record Agency Name	Owner of Record Agency Name
By: [signature]	By: [signature]
Title: Chief of Police	Title: Chief of Police
Date: 11-3-2010	Date: 11-08-10