

**AGREEMENT FOR PROVIDING INFORMATION FROM THE
WASHINGTON STATE PATROL ACCESS/WACIC/NCIC COMPUTER SYSTEM**

WHEREAS, the Multi Agency Communications Center (MACC) was formed by Interlocal Agreement in January 1995, to provide answering services for Enhanced 9-1-1, and the dispatching of Emergency Response Agencies inside Grant County;

WHEREAS, Law Enforcement Agencies for Grant County are signatories to the Interlocal Agreement, and in response to Emergency Enhanced 9-1-1 calls, and in normal course of business, require information only accessible from the Washington State Patrol Criminal ACCESS system.

WHEREAS, it is in Law Enforcement's best interest to have the Multi Agency Communications Center provide the required information from the Washington State Patrol ACCESS;

BE IT HEREBY RESOLVED, that the Law Enforcement Agencies of Grant County contract with the Multi Agency Communications Center to provide the required and necessary interface with the Washington State Patrol ACCESS, as per the following conditions;

1. Operation and control of the ACCESS network is exercised by the Chief of the Washington State Patrol or his designee. Agencies using the system are required to abide by guidelines established for the use of the system and operation of the system outside of the established guidelines can result in sanctions against Multi Agency Communications Center.
2. Entries will not be made into the ACCESS system without the appropriate documentation. Documentation can include, but is not limited to: signed vehicle theft reports, officer's reports, signed runaway and missing person reports, etc.
3. Second party verification of all entries will be done to ensure the accuracy of the information entered. Any errors or omissions will be corrected as soon as they are found.
4. Clearance of records will be done immediately upon notification of recovery or locate, if the entering agency records department is closed.
5. MACC has agreed to abide by the requirements for the use of the ACCESS system. These requirements include, but are not limited to:
 - a. Use of the system is only by criminal justice agencies for criminal justice purposes. *"No person shall use any information obtained through the ACCESS system for private business or personal reasons, or furnish any information so obtained to any other person for such reasons,"* (two exceptions are the dissemination of vehicle registration information to qualified tow companies and the release of road, weather and pass information to the general public).

6. Operation of the system is to be done only by employees who have received WSP approved training and certification attesting to that training.
7. Assurance that any message directed specifically to MACC will be will be answered and will be answered within any time frame requirement, if applicable. MACC also agrees that any misdirected message received by their terminals will be forwarded or that the originating agency will be notified.
8. Consequences for misuse: Misuse of the ACCESS/NCIC system may result in disciplinary action, including but not limited to suspension or termination of employment at MACC. All MACC personnel are required to conform to the procedures as a condition of their participation for use of the ACCESS/WACIC system.
9. Employee Re-Background Check: ACCESS requires agencies whose employees have access to the State Computer System be re-investigated to ensure there is no adverse information that would prohibit the employee from accessing information from the state system.

Employee re-investigation checks as part of ACCESS compliance will be conducted every 5 years for each employee who is ACCESS certified.

10. MACC RESPONSIBILITIES

MACC will make entries as requested by a Law Officer using their agency ORI number. MACC entry will only be made if said agency has no qualified personnel available to make the entry.

Officers will notify MACC upon receiving a signed missing person/runaway report and fax the paperwork to MACC for immediate entry MACC can enter the juvenile within two (2) hours of having as much information as possible for to help locate or identify the subject or article.

MACC will also enter an NCIC Summit CAD call and put it on hold for the next business day, as a reminder to advise the respective records department of the entry.

MACC will maintain a copy of all forms and entry verification. MACC will attach all entry messages to the CAD call.

A second dispatcher will verify for completeness and accuracy on all entries.

MACC will perform the following list of WSP ACCESS entries:

- A. Criminal History Checks (III)
- B. Enter Missing Person/Runaway
- C. Clear Entry of Missing Person/Runaway
- D. Stolen Vehicle/Article Entry
- E. Removal/Clearing of Entry

- F. Enter Stolen Gun
- G. Court Orders
- H. No Contact Order
- I. Protection Order
- J. Anti-Harassment Order
- K. Modify Orders

11. LAW ENFORCEMENT RESPONSIBILITIES:

Law Enforcement agencies bear full responsibility for insuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used for the purposes enumerated in Chapter 10.97 RCW.

Operate in accordance with the Criminal Justice Information Systems (CJIS) Policy.

Officers will notify MACC upon receiving a signed missing person/runaway report and fax the paperwork to MACC for immediate entry MACC can enter the juvenile as soon as they have enough information for entry. All entries will be made with as much information as possible to help locate or identify the subject or article.

Once a Law Enforcement Agency is notified that they have received a teletype hit via MACC that Law Agency will pull a paper copy of the warrant and confirm. If the record is confirmed, the Agency shall advise MACC to clear the record in WACIC/NCIC ACCESS.

12. Warrants: All warrant entry, modification, confirmation, clearing and validations will be done by Grant County Sheriff Department staff.

13. Hit Confirmation: WSP ACCESS Requires that a terminal agency that enters records destined for NCIC/WACIC must ensure teletype hit confirmation is available for all records, except III, 24 hour per day either at the Agency or through a written agreement with another Agency at its location.

This Agreement between Multi Agency Communications Center (MACC) and the Law Enforcement Agency provides for Law agencies to forward ACCESS teletype monitoring to MACC as a 24 hour a day facility when the Law agency is unable to monitor their ACCESS terminal.

All hit confirmations will be done by their respective entering agency with the exception of the paragraph above. When a Law agency is notified by MACC that they have received a teletype hit that agency will send an officer to their station to pull a paper copy of the teletype within 10 minutes of notification.

14. Compliance with Regulations and Laws: The parties shall comply with all applicable WSP and CJIS rules and regulations pertaining to them in connection with the matters covered herein.

15. The parties shall not assign the Agreement or any interest, obligation or duty therein without the express written consent of the other party.
16. Attorney Fees: If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.
17. Payment: MACC does not charge a fee for providing above WSP ACCESS services to the Grant County Law Enforcement Agencies at this time. MACC reserves the right to establish an annual fee with the Law Enforcement Agency to reflect MACC's actual cost for services rendered to the Law Agency.
18. All of the covenants, conditions, and agreements in the Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
19. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of the Agreement shall be in the county of Grant.
20. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as signed below:.

LAW ENFORCEMENT AGENCY

By: *Dean Mitchell*

Title: Chief

Printed Name: Chief Dean Mitchell

Date: _____

MULTI AGENCY COMMUNICATIONS CENTER

By: *Mary Allen*

Title: Director

Printed Name: Director Mary Allen

Date: _____