

**UCJIS Information Exchange Agreement Between [Law Enforcement agency] And
[Prosecuting Agency] Continuation of Original Agreement Addendum**

**UCJIS Information Exchange Agreement Between
[Law Enforcement agency]
And
[Prosecuting Agency]**

This Information Exchange Agreement ("Agreement") is entered into between the [Law Enforcement Agency] a Utah Law Enforcement Agency ("LEA"), as Defined in Utah Code Ann. §53-1-102 and [Prosecuting Agency] ("PA") a public prosecution agency as defined by U.C.A §17-1-101 et. seq. or §10-3-928 each sometimes referred to in this Agreement individually as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, both LEA and PA are Criminal Justice Agencies as defined in U.C.A 53-10-102;

WHEREAS, PA has requested that LEA transmit Utah Criminal Justice Information System (UCJIS) information (data) to the PA;

WHEREAS, given the Parties mutually desire that information (data) obtained from UCJIS under LEA's originating Agency identification (ORI) be transmitted to and stored by the PA's document management software; and

WHEREAS, the undersigned administrator accepts full responsibility for all UCJIS/CJIS data transmitted by LEA to PA, and agrees to use all such data in accordance within applicable statutes and the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. **Data Sharing:** Pursuant to Utah Code § 53-10-108, upon case screening, LEA may disseminate to PA information obtained from UCJIS that may be pertinent to the suspect or the prosecution of the charges being screened for the purposes of the administration of criminal justice as defined in U.C.A. §53-10-102.
 - a. **Data Requested:** Data may include: Utah Criminal History, Driver License Division Records, Protective Order information, State Wide Warrant, Motor Vehicle information or other local sources.
 - b. **Data Excluded:** Parties agree and acknowledge that Triple I (III) Interstate Identification Index information. NLETS and NCIC should not be secondarily disseminated from LEA to PA. PA agrees to run their own III, NCIC, or NLETS as necessary for their file under their own ORI.
2. **Confidentiality and Security:**
 - a. PA will comply with all current CJIS/UCJIS requirements for the storage, encryption, access, and use of the data with additional restriction that UCJIS data will not be further disseminated for any purpose.
 - b. PA will run a new UCJIS inquiry for discovery purposes and maintain an appropriate secondary dissemination log.
 - c. PA shall limit access to the Data in electronic or hard copy format to only authorized individuals following CJIS/UCJIS standards and on a principle of least privilege

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basis. Any information from the UCJIS system provided by LEA shall not be further disseminated including other criminal justice agencies. PA shall use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, use and non-disclosure of the Data.

d. The Data obtained shall only be used pursuant to this Agreement. LEA and PA agree that any unlawful use of the data is subject to §53-10-108 and shall report all violations accordingly.

e. Parties acknowledge that it is a Class B misdemeanor for a person to knowingly or intentionally access, use, disclose, or disseminate a record created or maintained by the BCI for a purpose prohibited or not permitted by statute, rule, regulation, or policy of a government entity.

f. PA shall ensure that all employees to whom it provides access any portion of the Data shall be appropriately trained have signed a BCI agreement as a User or Non-User as defined in the Utah Criminal Justice Information System (UCJIS) Basics policy manual.

g. Parties Terminal Agency Controller's (TAC) will cooperate during any BCI audit of either party, and make their own user and dissemination logs available to the other party.

3. Term of Agreement. This Agreement shall commence on the date this signed and, unless terminated earlier, the term of the Agreement shall terminate at the end of the current Audit cycle. Renewals or extensions of this Agreement must be completed for each three-year audit cycle in writing by the administrator of each party.

4. BCI notification. Each Party's TAC shall keep a copy and provide a copy of this agreement to their field services representative upon request.

5. Document retention. Each execution or extension of this document shall be retained for the duration of the audit cycle (three years) Once the audit cycle has ended, the agency may cross-cut shred/burn outdated copies of this agreement. If this agreement is extended by an execution of an addendum to the original, the original must be retained.

6. Termination. This Agreement may be terminated in advance of the specified expiration date by mutual agreement of the Parties, or by any Party, with or without cause, giving at least ninety (30) days written notice to the other Parties and BCI prior to termination.

a. BCI retains the right to terminate this agreement if either agency violates any portion of this agreement, or any UCJIS or CJIS statute, rule, or policy. The termination of this agreement may or may not be part of other sanctions for misuse.

7. The Parties agree they shall not subcontract, assign, or transfer any rights or duties under this Agreement to any other party or agency. If the undersigned agency administrator is no longer working in their capacity, then this agreement is voided and must be re-executed with current administration.

8. Governmental Immunity. LEA, PA, and BCI are each government entities under the Governmental Immunity Act of Utah (Utah Code Ann. § 630-7-101, *et seq.*, (2008) as amended) (the "GIA"). Consistent with the terms of the GIA, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts, which are committed, by its agents, officials, or employees. No Party waives any defenses otherwise available under the GIA nor

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does any Party waive any limits of liability currently provided by the GIA. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third party.

9. Notices. All notices, consents, waivers or other instruments of communication required to be given under this Agreement shall be deemed properly given if, delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses.

PA: Public Prosecutor
 Attn: City Pros/ County Atty
 123 South 456 East, Rm 101
 Your Town, UT 84XXX

LEA: Police/Sheriff Department
 Attn: Chief/Sheriff
 123 West 456 South
 Same Town, UT 84XXX

BCI: Bureau of Criminal Identification
 Attn: Field Services Supervisor
 3888 West 5400 South
 Taylorsville, UT 84129

General Provisions. The following provisions are also integral parts of this Agreement:

- A. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

- B. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within BCI's jurisdiction of Salt Lake County, State of Utah.

- C. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid.

- D. **Assignability.** The Parties agree they shall not subcontract, assign, or transfer any rights or duties under this Agreement to any other party or agency without the prior written consent of the other parties.

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IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year under their signature. This agreement become effective when signed by both parties.

<p>Prosecution Agency Administrator</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Signature: _____</p>	<p>Prosecution Agency TAC Acknowledgement</p> <p>Name: _____</p> <p>Title: <u>Agency TAC</u> _____</p> <p>Date: _____</p> <p>Signature: _____</p>
<p>Law Enforcement Agency Chief</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Signature: _____</p>	<p>Law Enforcement Agency TAC Acknowledgement</p> <p>Name: _____</p> <p>Title: <u>Agency TAC</u> _____</p> <p>Date: _____</p> <p>Signature: _____</p>
<p>To be completed by LEA TAC:</p> <p>Effective Date:</p> <p>Expiration Date:</p> <p>Audit Cycle End Date:</p>	

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**Extension of UCJIS Information Exchange Agreement Between
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And
[Prosecuting Agency]**

IN CONTINUATION OF ORIGINAL AGREEMENT SIGNED _____,
the undersigned Parties re-execute the previous Agreement on the day and year under their signature.
This agreement becomes effective when signed by both parties.

Prosecution Agency Administrator Name: _____ Title: _____ Date: _____ Signature: _____	Prosecution Agency TAC Acknowledgement Name: _____ Title: <u>Agency TAC</u> _____ Date: _____ Signature: _____
Law Enforcement Agency Chief Name: _____ Title: _____ Date: _____ Signature: _____	Law Enforcement Agency TAC Acknowledgement Name: _____ Title: <u>Agency TAC</u> _____ Date: _____ Signature: _____
Addendum # _____ Previous Effective Date: _____ Previous Expiration Date: _____ New Effective Date: _____ New Expiration Date: _____ New Audit Cycle End Date: _____	