

MEMORANDUM OF AGREEMENT

BETWEEN CLARK COUNTY SHERIFF'S OFFICE
AND
Washington State University-Vancouver POLICE DEPARTMENT

In accordance with the terms and conditions, of section A, of the Holder of Record agreement between **Washington State University-Vancouver POLICE DEPARTMENT** (WSU) and the **CLARK COUNTY SHERIFF'S OFFICE**, both parties agree to the following:

RECORD ENTRY:

Clark County Sheriff's Office shall be responsible for entering records in to NCIC/WACIC/FBI, including: stolen/towed vehicles, missing persons, stolen articles, parts etc., confirming hits, cancelation and/or modification of records, in accordance with established NCIC and WACIC standards and requirements using the **Clark County Sheriff's Office** NCIC Originating Agency Identifier (ORI).

Washington State University Police Department shall be responsible to advise **Clark County Sheriff's Office Records Section**, by telephone or in form of written documentation of any such information to be entered in to WACIC/NCIC. **Washington State University Police Department** shall provide additional information to **Clark County Sheriff's Office Records Section**, after the records entries are made for the purpose of modification and cancellation in accordance with the WACIC/NCIC standards and requirements. **Clark County Sheriff's Office** shall be responsible for updating and cancelation of entered records maintained in the WACIC and/or NCIC systems in accords with this agreement.

RECORD VALIDATIONS:

Clark County Sheriff's Office shall validate all entered records in accordance with the WACIC/NCIC standards and requirements.

HIT CONFIRMATION:

Clark County Sheriff's Office shall monitor the **Washington State University Police Department** terminal 24 hours per day and respond to hit confirmation and other communication requests for the duration of this agreement.

OTHER SERVICES:

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.

INDEMNIFICATION

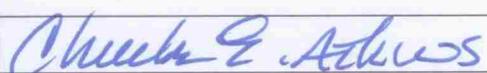
The **Washington State University Police Department** does release, indemnify, and promise to defend and save harmless **Clark County Sheriff's Office**, their elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including the costs and reasonable attorney's fees incurred by **Clark County**, their elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service, pursuant to this agreement or action taken in reliance upon information provided by the Washington State University **Police Department**. See Addendum A.

Both, Washington State University Police Department and Clark County Sheriff's Office agree to indemnify and hold harmless the Washington State Patrol, the Washington State patrol Chief, Washington State patrol employees, and the FBI, The FBI Director, and the FBI employees from any and all claims, demands, actions, suits and proceedings by others for the use of misuse by either agency of any information provided to them pursuant to the interagency agreement.

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WSP/NCIC manuals and CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

TERMINATION OF AGREEMENT

This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency and the contractor. The agency terminating this agreement must also formally notify WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	Clark County Sheriff's Office	
ORI:	WA0060000	
Agency Head Name (printed):	Chuck E. Atkins – Sheriff	
Agency Head Signature:		Date: 1-27-15

Agency Receiving Criminal Justice Service(s):	Washington State University-Vancouver Police Department	
ORI:	WA0061000	
Agency Head Name (printed):	Lt. Dave Stephenson – Contracting Agency Chief	
Agency Head Signature:		Date:

APPROVED BY:



Amanda N. Owen, Contracts Manager
 Washington State University
 Date: 3/11/2018

24x7 Hit Confirmation Agreement

Must be completed by agencies who:

- A. Provide 24/7 teletype printer coverage for another agency.**
- B. Receive 24/7 teletype printer coverage from another agency.**

Every terminal agency that enters records destined for NCIC/WACIC must ensure hit confirmation is available for all records, except III, 24 hours per day either at the agency or through a written agreement with another agency at its location. The terminal agency printer must be monitored 24 hours per day. In the event that 24 hour per day hit confirmation coverage is not available, the terminal agency printer must be capable of being forwarded to a 24 hour a day facility. A 24 hour telephone number of the agency responsible for confirming hits must be placed in the Miscellaneous Field of every entry.

Parties who enter into this agreement must adhere to the response times and regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement

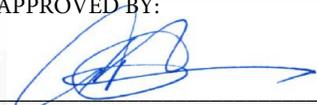
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days. Termination of this agreement requires the agency printer to be forwarded to another 24 hour per day facility.

I hereby acknowledge the responsibility and duty to perform teletype hit confirmation to the terminal agency 24 hours per day within the requirements defined by NCIC/WACIC and the CJIS Security Policy.

Agency Providing 24/7 Coverage:	Clark County Sheriff's Office	
ORI:	WA0060000	
Agency Head Name (printed):	Chuck E. Atkins - Sheriff	
Agency Head Signature:		Date: 1-27-15

Agency Receiving 24/7 Coverage:	Washington State University-Vancouver Police Department	
ORI:	WA0061000	
Agency Head Name (printed):	Lt. Dave Stephenson – Contracting Agency Chief	
Agency Head Signature:		Date:

APPROVED BY:


 Amanda N. Owen, Contracts Manager
 Washington State University
 Date: 3/11/2018

Holder of the Record Agreement

Must be completed by agencies who:

- A. Use their ORI to enter another agency's records.**
- B. Have their records entered under another agency's ORI.**

A Holder of the Record Agreement (HORA) is required when an agency uses their ORI to enter another agency's records, thus becoming the holder of the record. The holder of the record is defined as an agency that is using their ORI to enter another agency's records. The owner of a record is defined as the agency where the record originated.

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: data entry; documentation; cancellation and modification of entries; timeliness of entries, cancellations and modifications; hit confirmation; and validation of entries. The owner of the record is also responsible for providing the HORA with information for entry in a timely manner.

The holder of record must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Entries provided under the HORA (check all that apply):

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> All entries | <input type="checkbox"/> Articles | <input type="checkbox"/> Boats | <input type="checkbox"/> Gangs |
| <input type="checkbox"/> Guns | <input type="checkbox"/> Identity Theft | <input type="checkbox"/> Images | <input type="checkbox"/> License Plates |
| <input type="checkbox"/> Missing Persons | <input type="checkbox"/> Person of Interest | <input type="checkbox"/> Protection Orders | <input type="checkbox"/> Securities |
| <input type="checkbox"/> Supervised Persons | <input type="checkbox"/> Unidentified Persons | <input type="checkbox"/> Vehicles | <input type="checkbox"/> Vehicle/Boat Parts |
| <input type="checkbox"/> Wanted Persons | <input type="checkbox"/> Violent Person | | |

Termination of Agreement

This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days. 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.

Agency Acting as the Holder of the Record:	Clark County Sheriff's Office	
ORI:	WA0060000	
Agency Head Name (printed):	Chuck E. Atkins – Sheriff	
Agency Head Signature:		Date: 1-27-15

Agency Acting as the Owner of the Record:	Washington State University – Vancouver Police Department	
ORI:	WA0061000	
Agency Head Name (printed):	Lt. Dave Stephenson – Contracting Agency Chief	
Agency Head Signature:		Date:

APPROVED BY:


Amanda N. Owen, Contracts Manager
Washington State University

[Addendum A]

WSU and its officers, employees, and agents, while acting in good faith in the performance of their responsibilities under this Agreement, are covered by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the extent of the liability WSU contractually assumes under this Agreement is limited to those risks for which WSU is covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act.

Additionally, notwithstanding the foregoing, defense will be provided at the sole discretion of the Office of the Attorney General of the State of Washington, and only as permitted by law.

INITIALS of Washington State University:



Date: 3/11/18

INITIALS of Clark County Sheriff:



Date: 1-31-18