

SAMPLE AGENCY AGREEMENT

An agreement between the "Access Agency" and the "Indirect Access Agency", an authorized criminal justice / law enforcement agency receiving TIME System access and/or information via the "Access Agency".

Access Agency: _____ ORI: _____

Indirect Access Agency: _____ ORI: _____

The Wisconsin Department of Justice, Crime Information Bureau (CIB) operates the Transaction Information for the Management of Enforcement (TIME) System. The "Access Agency" has direct access to the TIME System and has signed an agreement with CIB. The "Access Agency" agrees to perform TIME System transactions on behalf of the "Indirect Access Agency" and/or provide TIME System information to the "Indirect Access Agency" in accordance with this agreement and TIME System policies.

- 1) It is agreed that any information received from the Wisconsin TIME System shall be for authorized criminal justice / law enforcement purposes and is not to be disseminated to unauthorized agencies or individuals. Any secondary dissemination of this information must meet state and federal statutes and/or regulations.

A member of the public cannot request information directly from the TIME System. If a member of the public wishes to obtain information from one of the files available via the TIME System, the requester must contact the agency that owns the file (i.e., Department of Transportation for driver's license information, CIB for Wisconsin adult criminal history, etc.). Public records rules apply to requests for existing TIME System responses that were obtained in pursuance to the criminal justice / law enforcement agency's official duties and functions and are contained within agency case files. The TIME System interfaces with data files maintained by various data sources. The ability to redisclose information obtained from the TIME System, in response to a public records request for existing records, depends on: 1) any restrictions imposed by the data source or applicable law, and 2) your usual public records analysis. An agency may need to redact non-disclosable confidential data prior to release.

- 2) Information received from the TIME/NCIC Systems and exchanged between the agencies party to this agreement will be exchanged following the security controls and conditions specified in the CJIS Security Policy.
- 3) Under this agreement TIME System information may be released to other authorized criminal justice / law enforcement agencies, i.e., county District Attorney, prosecuting attorneys, courts, other law enforcement agencies. Wisconsin driver's license photos obtained via the TIME System may only be released to other authorized criminal justice / law enforcement agencies if the releasing and receiving agencies meet all the conditions imposed by state statute. Dissemination of system information via an inadequately protected communications media such as Internet email is prohibited. The "Indirect Access Agency" will accept any and all responsibility for keeping accurate information in their logs according to NCIC, CIB and data service policies / procedures and applicable statutory provisions for secondary dissemination of information.
- 4) The "Indirect Access Agency" agrees to participate in security awareness training. All personnel who have access to criminal justice information must complete security awareness training prior to employment or assignment. Security awareness training must be completed every year. Personnel that maintain TIME System certification receive security awareness training during that training.

5) All records entered in the TIME System by the "Access Agency" Department on behalf of the "Indirect Access Agency" will contain the ORI of the "Indirect Access Agency". It is agreed that the "Indirect Access Agency" will continue timely follow up investigation regarding any and all cases in which wanted or missing persons and property have been entered. It is the responsibility of the "Indirect Access Agency" to maintain hard copy documentation of these entries according to CIB and NCIC policies and procedures. Any additional information received by the "Indirect Access Agency" will immediately be passed on to the "Access Agency" to update information entered. This information includes modifications, supplements and cancellations. Entry, modify, supplement and cancelation verifications will be supplied to the "Indirect Access Agency" by the "Access Agency". The "Indirect Access Agency" will be responsible for monthly validation of all records entered with the "Indirect Access Agency" ORI.

OR (choose applicable paragraph)

All records entered in the TIME System by the "Access Agency" Department on behalf of the "Indirect Access Agency" will contain the ORI of the "Access Agency". It is agreed that the "Indirect Access Agency" will continue timely follow up investigation regarding any and all cases in which wanted or missing persons and property have been entered. It is the responsibility of the "Access Agency" to maintain hard copy documentation of these entries according to CIB and NCIC policies and procedures. Any additional information received by the "Indirect Access Agency" will immediately be passed on to the "Access Agency" to update documentation and information entered. This information includes modifications, supplements, and cancelations. The "Access Agency" will be responsible for monthly validation of all records entered with the "Access Agency" ORI.

6) If the "Indirect Access Agency" is not a 24-hour operation, it shall provide a phone number(s) and have a contact person(s) available during off-duty hours to immediately check records and reply if another agency receives a NCIC/CIB hit and requests confirmation of wanted/stolen/missing status. (NCIC/CIB policy requires a ten (10) minute hit response for urgent requests.)

7) The "Indirect Access Agency" shall maintain accurate logs and proper hard copy documentation to have available for CIB and NCIC audits.

8) The "Indirect Access Agency" shall ensure all personnel with access to criminal justice information have undergone the required background check, including submission of fingerprints to the FBI/CIB, and have completed the required security awareness training.

9) 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.

10) Termination of this agreement shall not negate the obligation of either party to maintain records previously entered under this agreement to ensure their accuracy, completeness, and timeliness.

11) The "Indirect Access Agency" agrees to the above listed items as a condition to continue access to the TIME System and information through the "Access Agency".

"Indirect Access Agency"

"Access Agency"

Date

Date