

Resolution No. 13-20

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH UTAH BUREAU OF CRIMINAL IDENTIFICATION FOR USE OF UCJIS; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that it is necessary to enter into an agreement with Utah Bureau of Criminal Identification for Use of the UCJIS system; and,

WHEREAS, the City Council finds that entering into an agreement with Utah Bureau of Criminal Identification for Use of the UCJIS system should be approved and adopted as necessary to the support of law enforcement services within the city; and,

WHEREAS, the City Council finds that City now desires to further those ends by entering into an agreement with Utah Bureau of Criminal Identification for Use of the UCJIS to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That the **Agency User Agreement**, Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted; and That the City Manager Is Authorized More Fully Negotiate Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to attest, any and all documents necessary to effect this authorization and approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of any and all prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which are in conflict with this Resolution, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 4th day of June, 2013, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 4th day of June, 2013.**

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

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Entering Into An Agreement With Utah Bureau Of Criminal Identification For Use Of UCJIS;
Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City To
Give Effect To The Intent Hereof; And, Providing For An Effective Date.**

04 Jun 13

**DEPARTMENT OF PUBLIC SAFETY
BUREAU OF CRIMINAL IDENTIFICATION
UTAH CRIMINAL JUSTICE INFORMATION SYSTEM (UCJIS)
AGENCY USER AGREEMENT**

I, Chief Darin Parke with South Ogden Police Dept.
(AGENCY ADMINISTRATOR) (NAME OF AGENCY)

ORI Number UT0290300 hereby acknowledge the need for security, and training for operating personnel to access UCJIS files. This agency agrees to comply with all state and federal statutes and regulations, and to use any information received over UCJIS for criminal justice purposes, criminal justice employment and BCI approved Right of Access only. This agency also agrees to adhere to the NCIC Operating Manual and the CJIS Security Manual (as applicable).

QUALITY ASSURANCE: This agency acknowledges that these responsibilities have been developed and approved by the FBI and BCI in order to ensure the legality, reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of UCJIS.

This agency agrees to train the authorized agencies it services on the integrity of UCJIS by familiarizing the agency regarding the laws, rules, policies and procedures of the system.

USE OF SYSTEM: This agency agrees to allow the Terminal Agency Coordinator (TAC) sufficient time to perform all necessary duties and attend mandatory training related to UCJIS responsibilities. Attendance at the annual TAC Conference is mandatory. Those agencies that are not represented risk losing access to the UCJIS files. TACs are responsible for ensuring that changes to existing and introduction of new policies and procedures are trained on and implemented in their agency. This agency and TAC will be responsible for monitoring system use, enforcing system discipline, and assuring that operating procedures are followed by their agency and those agencies they service as outlined in the *BCI Operating Manual* under "TAC Responsibilities." The TAC must have a valid logon and be certified biennially in order to maintain TAC status.

SCREENING: This agency agrees to conduct thorough background screening of all personnel who may come in contact with any UCJIS information. State and national warrant and criminal history record checks by fingerprint identification must be conducted for operators, programmers, and other persons employed or utilized to effectuate access to/or initiate transmission of UCJIS information. Once an operator has been granted access to the UCJIS system, fingerprint cards must be submitted to BCI within 30 days or the operator's access will be disabled. Agencies are responsible for their vendors that access the system. Fingerprint checks must be performed on the vendors before they can access the UCJIS system. Individuals who are POST certified or have a valid Utah Concealed Firearm Permit do not need to submit fingerprint cards unless a name background check results in a "hit." In this case, fingerprints must be submitted to BCI.

AUDIT: This agency agrees to be audited by BCI and/or the FBI at least every three years as outlined in the NCIC policy. This audit is a way of guaranteeing the completeness and accuracy of information in UCJIS. As part of this audit the agency agrees to submit a copy of its network diagram, including firewall placement.

SECURITY: This agency is responsible for appropriate security measures as applicable to the physical security of communication equipment; personnel security (to include background screening requirements); technical security to protect against unauthorized use; and security of criminal history records. For details on System Security Requirements see CJIS Security Policy 5.1.

This agency acknowledges that BCI provides training for ISOs (Information Security Officers) to ensure that recent changes and system security are implemented. Attendance is mandatory. Those agencies that do not send their ISO risk losing access to the UCJIS files.

TRAINING: This agency acknowledges that the TAC is responsible for training, testing, and affirming the proficiency of operators in order to assure compliance with FBI policy and regulations. Proficiency testing is to be completed within six months of receiving a logon and every two years thereafter. The TAC is responsible for creating and administering the training and testing for agency operators.

DISSEMINATION: This agency acknowledges that dissemination of any and all UCJIS information is governed by Section 53-10-108 of the Utah Code Annotated. This information may be disseminated to criminal justice agencies for criminal justice purposes and criminal justice employment. If an agency has an approved Right of Access policy on file they may, adhering to the guidelines of the policy, disseminate personal UCCH records to properly identified individuals covered under the policy.

MISUSE: BCI, as the Utah Control Service Agency, maintains the right to suspend UCJIS service when the security or dissemination requirements agreed to and adopted by and through this contract are violated. Any misuse must be reported to BCI and the Commissioner of Public Safety per Utah Code Annotated 53-10-108. BCI will reinstate service upon receipt of satisfactory assurances that such violation(s) has been corrected.

AGENCIES WITH NCIC AND/OR SWW ENTRY ACCESS:

VALIDATION: This agency acknowledges that validation is required for the following records: NCIC (boat, license plate, vehicle, gun, securities, persons, selected article files) and Statewide (warrants and protective orders). This requires the agency to confirm the record is complete, accurate, and is still outstanding or active. (Utah Code Annotated 53-10-208 3(a))

HIT CONFIRMATION: This agency is aware that if they are not a 24-hour agency that they must have an agreement with a 24-hour agency who will monitor and respond to any NCIC hit confirmations in accordance to the policies and procedures set forth by the International Justice and Public Safety Network (Nlets) and National Crime Information Center (NCIC). This agency also recognizes that whether a contracted agency enters information into NCIC using this agency's ORI or this agency performs this function themselves, they are held liable for the content, validity, and any problems that may arise concerning the information.

TIMELINESS: This agency agrees that both NCIC and Statewide records will be entered, modified, and removed promptly to ensure maximum system effectiveness.

LOGGING: A log shall be maintained on all NCIC and III transactions.(BCI maintains this log electronically)(*CJIS Security Policy*, February 2011, 5.4.7 Logging NCIC and III Transactions, p. 25)(TAC Responsibilities Section of the BCI Manual)

ALL AGENCIES:

Please check the access that your agency has been authorized to use.

<input checked="" type="checkbox"/> NCIC ENT	<input checked="" type="checkbox"/> NCIC INQ	<input checked="" type="checkbox"/> III	<input checked="" type="checkbox"/> NLETS	<input checked="" type="checkbox"/> UCCH	<input checked="" type="checkbox"/> LOCAL
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This agreement is effective from July 1, 2013 through June 30, 2014. This agreement may be terminated by BCI based on a thirty (30) day written notice or upon failure by the agency to comply with any of the provisions of this agreement.

Failure of the agency to sign this agreement shall be grounds to deny UCJIS access to the agency. A new Agency User Agreement must be submitted to BCI should this agency receive a new administrator between July 1, 2013 and June 30, 2014.

Any CJA receiving access to FBI CJIS data shall enter into a signed written agreement with the appropriate signatory authority of the CSA (BCI) providing the access. The written agreement shall specify the FBI CJIS systems and services to which the agency will have access, and the FBI CJIS Division policies to which the agency must adhere. These agreements shall include: 1. Audit 2. Dissemination 3. Hit Confirmation 4. Logging 5. Quality Assurance (QA) 6. Screening (Pre-Employment) 7. Security 8. Timeliness 9. Training 10. Use of the system and 11. Validation. (CJIS Security Policy, Version 5.0, February 2011, 5.1.1.3 Criminal Justice Agency User Agreements, p. 15)

Alice E. Moffat

 BCI ADMINISTRATOR (SIGNATURE)

 AGENCY ADMINISTRATOR (SIGNATURE)

BUREAU OF CRIMINAL IDENTIFICATION
 AGENCY NAME

South Ogden Police Dept
 AGENCY NAME

May 1, 2013
 DATE:

 DATE

Once signed, return a copy of this contract to
 Bureau of Criminal Identification
 Attn: Auditing Section
 3888 W 5400 S
 Salt Lake City UT 84129
 FAX: 801 965-4749