

DATA ACCESS AGREEMENT BETWEEN UNIFIED JUDICIAL SYSTEM AND RAPID CITY POLICE DEPARTMENT

This agreement between the Unified Judicial System of South Dakota (UJS) and the Rapid City Police Department (RCPD) is intended to define computerized data sharing between the agencies and delimit the access to specified information.

I. Access to Data

The UJS agrees to provide the RCPD with access to computer data. The RCPD agrees to comply with all rules and regulations established by the UJS and other agencies of state government regarding the use and dissemination of information. Usage will be limited to the following:

- A) Query access and tracking of individual prisoners for purposes of bookings, bonds, releases, continued incarceration or other legally authorized activities of the RCPD.
- B) Tracking warrants or charges outstanding against an individual in the custody of the RCPD.
- C) Query access to charges and sentencing information on cases which the RCPD handles.

II. Confidentiality

The RCPD agrees that query access will be limited exclusively to official government business and that under no circumstances may the access to information specified above be used for any other purpose without first obtaining the expressed written consent of the UJS.

The RCPD agrees that the confidential information obtained pursuant to this agreement shall not be downloaded, manipulated, or modified, nor may the information be reproduced in any manner or way, transferred in any way, or shared with any person, except when the reproduction, transfer, or sharing does not violate the applicable confidentiality provision set forth above.

III. List of Users and User Ids

The RCPD agrees to provide a list to the UJS Information & Technology Director of all employees requiring access to the UJS Criminal and Protection Order Case Management Systems. Each employee so identified will be given a specific user identification which shall be used solely by that employee. The RCPD agrees to notify the UJS Information & Technology Director of any changes in the list of authorized employees, whether the

result of job changes, termination from employment, or any reason which may affect the employee's need for access to the UJS case management systems. The RCPD agrees to insure that those employees granted access to the data bases are familiar with the terms of this agreement, including the confidentiality provision and that the employees are properly trained in the procedures for accessing the data bases. The RCPD further agrees that should an authorized employee intentionally allow another to use the identification specified for that employee, or to use the case management systems in a manner inconsistent with this agreement, the RCPD will notify the UJS immediately. The UJS reserves the right to terminate access for any employee or person found in violation of this agreement.

IV. Hold Harmless

The RCPD agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the RCPD to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

V. Fees

Fees charged for access to UJS case management systems will be according to the standard schedule of charges published by the State Bureau of Information and Technology (BIT). The UJS will not be charged for any access charges incurred by the RCPD.

VI. Amendment, Assignment and Termination

This agreement may be reviewed as deemed necessary by any of the parties to this agreement. Any amendments to this agreement must be made in writing and signed by all the parties to the agreement. This agreement may not be assigned without the express prior written consent of the UJS. Any notice to be given under this agreement shall be in writing and shall be delivered in person or by first class mail to the business address of the parties to the agreement.

This agreement shall commence upon the execution hereof and continue from year to year unless amended or terminated.

CITY OF RAPID CITY

By: _____
Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

UNIFIED JUDICIAL SYSTEM

By: _____
D. J. Hanson, State Court Administrator

Approved By: CITY ATTORNEY'S OFFICE

Initials: _____
Attorney Date