

Salt Lake County
Criminal Justice Executive Board
Approved Meeting Minutes
February 12, 2014
Room N2300 — Noon

In Attendance: (Executive Board members*)

Mayor Ben McAdams*	David Litvack	Patrick Anderson*
Judge Brendan McCullagh*	Sim Gill*	Chief Pete Fondaco*
Pat Fleming	Irene Brown	Gary Dalton*
Sarah Brenna	Brad Kendrick	Audrey Hickert
Tim Whalen	Chief Pam Lofgreen	Max Burdick*
Mayor JoAnn Seghinni*	Mike Gallegos	Sherry Craig

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- Mayor Ben McAdams welcomed everyone and introduced Chief Pete Fondaco who is replacing Chief Steve Chapman on the CJAC Committee. He then asked everyone to introduce themselves.

Minutes from December 11, 2013 Executive Committee Meeting

- Mayor McAdams ask for the approval of the December 11, 2013 meeting minutes. David Litvack said the request by Kerri Nakamra that a work release discussion be included on a future meeting agenda was based on a request from Judge Hansen. **Motion** to approve the minutes by Gary Dalton. **Second** by Max Burdick. **MOTION APPROVED.**

Better Futures Minnesota Project Update and Plan

- Mayor McAdams briefly explained the Better Futures Minnesota Project as an effort to reduce recidivism and allow for better outcomes after jail release. It is a pay for success, social funding model.
- An exploratory committee will be formed to study the program and make recommendations to the CJAC Committee.

Correctional Program Checklist Implementation Plan

- David Litvack reviewed the recommendations from the CPC Discussion and Conclusion Report (attached to original minutes). The report listed three areas of recommendation based on EBP:
 - Risk, Need, and Responsivity Principles.
 - Collaboration and Communication
 - Training.
- Two working groups will be formed to facilitate a tactical implementation of the recommendations. One committee will address short and long term risk assessment tools and the other committee will address issues and considerations for training. The recommendation regarding Collaboration and Communications will be addressed by both working groups.

IJIS Portal MOU

- David Litvack reviewed the Palantir Data Sharing MOU. Discussion followed about the MOU including the following topics:
 - Vendor access to files and what controls will be in place.
 - Data sharing possibilities with third parties and what the liabilities are.
- Changes will be made to the MOU and the draft reviewed at the next CJAC meeting for additional feedback.

Other Business

- With no other business to discuss, Chief Fondaco made the **Motion** to adjourn. **Second** by Judge Brendan McCullagh. MOTION APPROVED and meeting adjourned at 1:15 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

C J A C

SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

CJAC Executive Committee
SLCo Government Center
Wednesday, February 12th
Noon

AGENDA

- I. Welcome & Introductions
- II. Minutes from Dec. 11th Executive Committee Meeting
- III. Better Futures Minnesota Project Update & Plan
a. Pay for Success (Social Impact) Funding Model
b. Formation of Exploratory Committee
Mayor McAdams
- IV. Correctional Program Checklist Implementation Plan
a. Implementation of System-Change Recommendations
David Litvack
- V. IJIS Portal MOU
a. Request for Feedback
David Litvack
- VI. Next Meeting
- March 12, 2014

Salt Lake County
Criminal Justice Executive Board
Draft Meeting Minutes
December 11, 2013
Room N2300 — Noon

In Attendance: (Executive Board members*)

David Litvack	Mayor Ben McAdams*	Lori Bays*
Gary Dalton*	Kerri Nakamura	Chief Pam Lofgreen*
Audrey Hickert	Rob Butters	Pat Fleming
Tim Whalen	Judge Royal Hansen*	Judge Brendan McCullagh*
Patrick Corum	Craig Burr	Irene Brown
Steve Newton	Mayor JoAnn Seghini*	Steve Thomas
Mike Gallegos	Sherry Craig	

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- Mayor Ben McAdams welcomed everyone and asked for introductions. He was excused from the meeting at 12:40 p.m.

Minutes from November 13, 2013 Executive Committee Meetings

- As a quorum is not present, the request to approve the November 13th minutes will be tabled until the next CJAC meeting.

Better Futures Minnesota

- Steve Thomas gave an overhead presentation outlining the Better Futures Minnesota business model. He talked about the possible fit for Salt Lake City's criminal justice system.
 - It is a model for success for people in the criminal system with a long term history of failures. It is designed to provide opportunities for successful outcomes for those reentering society after incarceration and deals with many of the core issues that impede success.
 - The model addresses four fundamentals:
 - Housing
 - Health
 - Jobs
 - Coaching
- Discussion followed. Steve Thomas said the program has only been implemented in Minnesota and that they have seen some success with the program to date.

HARP Program/Policy Change Proposal

- Mike Gallegos gave a brief explanation of the HARP Restructuring (copy of handout attached to original minutes).
- HARP is transitioning to a new model that will facilitate a quicker turn around with rental units.

- Policy changes should be implemented within the first part of 2014.

Correctional Program Checklist Report (Year 1)

- Rob Butters gave an overhead presentation on the Correctional Program Checklist (CPC) Report (attached to original minutes).
- The report gives first year findings in the evaluation of the following programs:
 - First Step House
 - Life Skills (Oxbow)
 - Correctional Addiction Treatment Services (CATS, Oxbow)
 - CJS Domestic Violence Unit
 - VMH Co-Occurring Reentry and Empowerment (CORE)
- The CPC assesses programs in capacity and content and compares the results with the national average.
- David Litvack will email the preliminary recommendations handout to committee members.

Other Business

- Kerri Nakamura asked that a Work Release Discussion be put on a future CJAC meeting agenda. Kerri's request was based on a request from Judge Hansen.

Meeting adjourned at 1:35 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

Discussion and Conclusion

Professionals in the criminal justice know all too well that measuring fidelity and outcome performance within our systems has been limited largely to maintaining safe, secure, humane environments in which offenders are held until they complete their sentence or their interface with the legal system. Accordingly, criminal justice organizations have been evaluated based upon their ability to ensure these results. Little has been measured relative to sound organizational practice and less has been accomplished to transform criminal justice systems from bureaucratic hierarchy to a transformational, proactive form of leadership that empowers stakeholders to realize organizational and system efficiency and improved long-term public safety (i.e., reducing recidivism). In order to develop and lead evidence-based systems, leaders within the field of criminal and social justice must rally all stakeholders as partners to work toward a common mission that is measurable and realizes outcomes including criminal recidivism.

Criminal justice and allied treatment professionals have become quite aware that implementing and sustaining system-wide EBP that realizes high performance represents a daunting endeavor. Never before have criminal and social justice leaders been faced with whole-system change of this magnitude that is research-driven, outcome-based, and therefore requires constant evaluation of policy and practice to determine organizational and system effectiveness. EBP defines, for criminal justice and treatment professionals of all levels, the manner in which they must interact with offenders to accomplish the reduction of criminogenic risk and realize offender behavioral change. EBP threatens the status quo and requires that criminal justice and treatment professionals operate their facilities, offices, or divisions in a more evidence-based manner. EBP asks that all daily efforts are consistent and aligned with overarching organizational purpose and requires that people throughout the system “buy into” a shared EBP mission and vision. Therefore, as leaders within the Salt Lake County criminal and social justice system interested in high performance, the task is to understand how our criminal and social service programs can sustain EBP implementation and replication and to truly become an evidence-based system.

Recommendations

The CJAC and the five criminal justice programs participating in the CPC program evaluations and quality improvement process with the UCJC should be commended on their efforts. As mentioned above, most criminal justice and service delivery systems do not embark on measuring adherence to EBP let alone go further to make data-driven changes to improve the system. The CJAC is definitely taking the “road less traveled.” To assist Salt Lake County with improving their system by adhering to EBP the following primary recommendations have been developed:

Risk, Need, and Responsivity Principles

The CPC evaluation summary showed that all five programs did not use risk, need, and responsivity tools consistently to determine 1) if the appropriate clients were being served (i.e., moderate to high risk offenders) and 2) the criminogenic risk factors each client needed to address, nor were these principles incorporated into service delivery. In coordination with these findings, focus group participants also pointed out that the information from the LSI-R (a risk and needs assessment that is currently being used at some points in the Salt Lake County system) was not being disseminated to the programs for treatment planning. Adopting a standardized risk and needs assessment for the system is vital to providing consistent EBP treatment. Based on these findings the following recommendations are suggested:

- All programs need to improve the availability, consistent use, and documentation of standardized and objective criminogenic risk and need tools. Criminogenic risk and need assessments should assess offender risk for re-offense and provide measures of the “Central Eight” criminogenic needs: antisocial attitudes, peers, personality, and history; substance abuse; family/marital

circumstances; school/work; and leisure/recreation. Appropriate risk and need assessments provide a level of risk to recidivate (i.e., low, medium, high) that allows programs to separate participants by risk level and provide more intensive services to higher risk participants. Programs with intensive services should target higher risk offenders and primarily serve only moderate or high risk participants.

- While the LSI-R seems to be utilized in some parts of the Salt Lake County criminal and social justice system, it is imperative that the use of a standardized risk and need assessment become a standard practice and the system develops guidelines, procedures, and policies to help programs obtain the assessment information so the above practices can be implemented. A working group could be formed to examine the variety of assessments currently in use throughout the system (and outside of) and review their relative strengths and weaknesses in relation to predicting offender recidivism and identifying criminogenic needs to address during treatment. Please also see the *Offender Assessment* section of *Results*, as well as the *Training* recommendations in this section.

Collaboration and Communication

A primary theme that emerged from the focus group, and was supported in the lower scores on the CPC evaluations, was the lack of collaboration and communication between the larger system and criminal justice treatment providers. Providers participating in the focus group expressed the concern that CPC evaluations could be used to hinder funding opportunities and that the larger system did not seem to be involved in the program improvement process. These misunderstandings are possibly the result of a lack of collaboration and communication. Based on these findings the following recommendations are suggested:

- Develop an EBP collaboration plan at the system level to help disseminate the EBP mission and support to the providers. Collaboration is a way to exchange information between numerous organizations to help with problem-solving, understanding needs, and overall produce better outcomes. Collaboration efforts are intended to move systems away from traditional practices of power imbalance and towards a system that allows for shared authority. This results in greater achievements than could be attained by one organization working alone. Since no organization can operate in a vacuum, engaging system leaders and criminal justice staff in collaboration efforts will eliminate barriers, increase opportunities for success, enrich the change process, and create a shared vision that supports the systemic EBP efforts.
- Utilize diverse communication forums to disseminate EBP information (e.g., system meetings, trainings, websites, intranet, newsletters from leadership, emails, and memos). These forums can offer increased cross-site learning opportunities where leaders and staff can learn from each other and brainstorm.

Training

Both the summary of CPC evaluations and top priority areas derived from the focus group suggest that a more structured training process needs to be developed for leadership and organizational staff as well as new professionals coming into the system (i.e., university graduates in criminal justice). Recommendations related to training are as follows:

- System-wide training guidelines should be developed that include timelines, eligible participants, appropriate sequencing, and required types of trainings; ensuring that training is put in the context

of the CJAC's mission, policy, and practice. For instance, what do leadership and organizational staff need to know regarding EBP practices and how should those knowledge and skills be used?

- Incorporate EBP into the existing site training standard operating procedures. It may be helpful to develop a training committee that reviews existing training protocols within Salt Lake County and determines how EBP training can be incorporated. It will be helpful for this committee to address areas of risk assessment administration and information dissemination, case planning, supervisor specific training, and overall development of an EBP training plan.
- A comprehensive EBP implementation plan is essential for the overall implementation and integration of EBP. A comprehensive plan should include EBP training in key areas such as understanding: Risk, Needs, Responsivity and Program Fidelity principles; criminogenic risks and needs; administering risk assessments; developing comprehensive case planning; cognitive behavioral techniques; quality assurance and improvement; data-driven decision-making; organizational leadership; and change management.
- Specific supervisor training is another core component to consider. Supervisors play a key role in the implementation of EBP. Training that includes coaching, mentoring, and modeling can help them build supervisory skills and support staff development. Suggested skills include observing and assessing staff skills, providing appropriate feedback, coaching skill development, managing change, and incorporating EBP proficiency into staff performance/evaluations.¹⁰

Conclusion

The information collected through this process should be used as the basis for moving forward. The stakes in Salt Lake County's criminal and social justice system are simply too high not to apply EBP. EBP can improve the quality of individual programs, as well as the system, while increasing safety and satisfaction among employees and citizens. EBP is a wise investment and one well worth the hard work required to successfully implement this new approach.

As the partnership between the CJAC and the UCJC continues, it will be important for the two organizations to collaborate to build a workplan that incorporates the above recommendations and find ways to overcome barriers that could potentially impede Salt Lake County from becoming an evidence-based system. The UCJC has also learned valuable insight as to how we can improve our own process to better support the needs of CJAC and criminal justice providers.

¹⁰ The Supervisors Leadership Academy (SLA) is designed to prepare first line community corrections supervisors for their new role as "change leaders" in an agency utilizing an EBP approach. The curriculum was developed by Nancy Hoffman, Christine Ameen, and Jennifer Loeffler-Cobia (2010). *Supervisors Leadership Academy: Cultivating an Evidence-Based Organization Collection*. National Institute of Corrections. <http://nicic.gov/Downloads/PDF/Library/024836>

**MEMORANDUM OF UNDERSTANDING
AMONG
CERTAIN AGENCIES OF SALT LAKE COUNTY
FOR
DATA SHARING WITHIN THE UTAH STATE PALANTIR INSTANCE**

I. PARTIES

This Memorandum of Understanding (hereinafter referred to as “MOU”), is made effective this ____ day of _____, 2013, by and among each of the Salt Lake County agencies listed on Schedule I (as may be amended) that becomes party hereto by executing a signature page (each an “Agency” and collectively the “Agencies”) for participation in the sharing of data hosted within the State-wide Palantir Instance (defined below). The parties acknowledge that Vendor (defined below) is not a party to, has no direct involvement in, and is not responsible for any actions taken under or arising from, this MOU.

II. DEFINITIONS

- A. “**Authorized Users**” means current employees of Agencies authorized to review Data for Criminal Justice Purposes, and who have an approved login and password.
- B. “**Criminal Justice Purposes**” means:
 - 1. The enforcement, litigation, or investigation of criminal law;
 - 2. The collection of information for presentence, probationary, or parole purposes; or
 - 3. The performance of an Agency’s criminal justice duties and functions where:
 - a. The Data is used for a purpose similar to the purpose for which it was originally collected or obtained; and
 - b. The Data is used to produce a public benefit that is greater than or equal to the individual privacy right that protects the Data.
- C. “**Data**” means data regarding, but not limited to, field interviews, crimes, arrests, calls for service/dispatch, jail visitations, citations or automatic license plate recognition data, whether stored within a Records Management System, a Computer Aided Dispatch, a Jail Management System or other data repositories.
- D. “**Data Provider**” means an Agency that contributes or inputs Data into the State-wide Palantir Instance.
- E. “**State-wide Palantir Instance**” means a copy of “Palantir Government” (now known as Palantir Gotham) proprietary off-the-shelf software, purchased and installed by the State of Utah, to be used as a government information analysis platform.
- F. “**Vendor**” means Palantir USG, Inc. (and its affiliates).

III. PURPOSE

- A. The State of Utah, on behalf of the State Information and Analysis Center, has purchased the State-wide Palantir Instance from Vendor pursuant to Contract No. PD2113, effective as of September 1, 2010, and as amended by later contract extensions to include additional counties.
- B. Salt Lake County intends to enter into an interlocal agreement with the State of Utah and other governmental entities to participate in a Data-sharing network through the State-wide Palantir Instance.
- C. Salt Lake County, on behalf of the Salt Lake Criminal Justice Advisory Council, has contracted with Vendor to purchase business software licenses and associated training and support services (County Contract No. EH12149C effective as of September 5, 2012). The licenses and services will enable Salt Lake County to link its records management systems to the State-wide Palantir Instance.
- D. The purpose of this MOU is to facilitate open sharing of Data, between the Agencies and (where

appropriate) within the State-wide Palantir Instance, for Criminal Justice Purposes.

IV. DATA SHARING

- A. By agreeing to share Data with the State-wide Palantir Instance, an Agency will be granted front-end access to the Instance and shall designate which of its employees will be Authorized Users.
- B. Each Agency retains the sole discretion to decide and manage which of its Data is inputted or contributed into the State-wide Palantir Instance.
- C. Each Agency retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data it inputs or contributes into the State-wide Palantir Instance.
- D. The Data inputted into the State-wide Palantir Instance shall remain the property of the Data Provider that inputted the Data. All Agencies are authorized to use Data shared to the State-wide Palantir Instance but originating from another Agency for Criminal Justice Purposes, *provided that* all applicable federal, state and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E, and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met. The parties acknowledge that certain types of Data may not be made available to all Agencies.
- E. An Agency may voluntarily withdraw its Data from the State-wide Palantir Instance at any time. As a result, such withdrawing Agency's access to the State-wide Palantir Instance may be revoked or limited.

V. AGENCY OBLIGATIONS

- A. Each Agency will:
 1. Make Data available within the State-wide Palantir Instance and allow the Data to be used by other Agencies for Criminal Justice Purposes. Each Agency is responsible to specify classifications, access control limitations or special restrictions on the Data it contributes or inputs into the State-wide Palantir Instance.
 2. Grant access to the Vendor to back-end systems of Agency to facilitate integration of Data into the State-wide Palantir Instance.
 3. Use its best efforts to ensure the timeliness, completeness and accuracy of its Data. Each Agency is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.
 4. Comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Data.
 5. Comply with the terms and conditions governing use of the Palantir Instance.
 6. Ensure that only Authorized Users have access to or use information in the State-wide Palantir Instance. Each Agency shall implement appropriate password protections and IT protocols to prevent unauthorized access to the State-wide Palantir Instance or the Data of other Agencies in such Agency's possession.
 7. Use the Data only when necessary to perform its Criminal Justice Purposes.
 8. Not release or make available any Data of another Agency to any person or entity not authorized to access the State-wide Palantir Instance or to any third party, except for Criminal Justice Purposes, pursuant to prior written approval of the Data Provider, or as required by law.
 9. Upon receipt of a public records request, subpoena, or court order ("Legal Request") for information in the State-wide Palantir Instance authored by or originated by another Party, a Party shall immediately provide a copy of the Legal Request to the Data Provider and allow the Data Provider to respond to the Legal Request.
 10. Participate in periodic meetings and cooperate with the other Agencies to analyze and use the Data collected through this MOU.

V. GENERAL PROVISIONS

- A. Additional County agencies may be added to this MOU by executing a signature page to this MOU and accepting the terms and conditions of this MOU, thereby becoming an “Agency” hereunder.

[Signature Pages Follow]

INTERLOCAL COOPERATION AGREEMENT

for

**DATA SHARING WITHIN THE
PALANTIR GOVERNMENT INFORMATION ANALYSIS PLATFORM**

This Interlocal Agreement (this "Agreement") is made and entered into this ____ day of _____, 2014, by and between the State of Utah (the "State"); Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Salt Lake City, a municipal corporation of the State of Utah (the "City"). The State, the County and the City are sometimes referred to collectively as the "Parties" and any may be referred to individually as a "Party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Parties are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, each Party enforces, litigates, or investigates civil, criminal or administrative law and collects information for presentence, probationary or parole purposes;

WHEREAS, each Party is therefore authorized to provide records that are private, controlled or protected to each other pursuant to Section 63G-2-206, UTAH CODE ANN., where such records are necessary for the performance of a Party's Criminal Justice Purposes (as defined herein);

WHEREAS, the State of Utah, on behalf of the State Information and Analysis Center, has purchased the State-wide Palantir Instance from Palantir USG, Inc., pursuant to Contract No. PD2113, effective as of September 1, 2010, and as amended by later contract extensions to include additional counties.

WHEREAS, Salt Lake County, on behalf of the Salt Lake Criminal Justice Advisory Council, has contracted with Palantir USG, Inc., to purchase business software licenses and associated training and support services (County Contract No. EH12149C effective as of September 5, 2012). The licenses and services will enable Salt Lake County to link its records management systems to the State-wide Palantir Instance.

WHEREAS, the Parties desire to enter into an interlocal agreement to participate in a Data-sharing network through the State-wide Palantir Instance.

AGREEMENT

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, it is hereby agreed as follows:

SECTION I DEFINITIONS

A. “**Authorized Users**” means certain employees of the Parties who are authorized to review Data for Criminal Justice Purposes, and who have an approved login and password.

B. “**Criminal Justice Purposes**” means:

1. The enforcement, litigation, or investigation of criminal law;
2. The collection of information for presentence, probationary, or parole purposes; or
3. The performance of a Party’s criminal justice duties and functions where:
 - (a) The Data is used for a purpose similar to the purpose for which it was originally collected or obtained; and
 - (b) The Data is used to produce a public benefit that is greater than or equal to the individual privacy right that protects the Data.

C. “**Data**” means data regarding, but not limited to, field interviews, crimes, arrests, calls for service/dispatch, jail visitations, citations or automatic license plate recognition data, whether stored within a Records Management System, a Computer Aided Dispatch, a Jail Management System or other data repositories.

D. “**State-wide Palantir Instance**” means a copy of “Palantir Government” (now known as Palantir Gotham) proprietary off-the-shelf software, purchased and installed by the State of Utah, to be used as a government information analysis platform.

E. “**Vendor**” means Palantir USG, Inc. (and its affiliates).

SECTION II DATA SHARING

A. Each Party shall make Data available within the State-wide Palantir Instance and allow the Data to be used by the other Parties where necessary to perform their Criminal Justice Purposes. Each Party is responsible to specify classifications, access control limitations or special restrictions on the Data it contributes or inputs into the State-wide Palantir Instance.

B. Each Party is authorized to use Data shared to the State-wide Palantir where necessary to perform its Criminal Justice Purposes, *provided that* all applicable federal, state and local laws, rules and regulations, including Utah’s Governmental Records Access and Management Act, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E, and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met.

C. By agreeing to share Data, each Party will be granted front-end access to the State-wide Palantir Instance and shall designate which of its agencies and employees will be

Authorized Users.

D. Each Party shall grant the Vendor access to its back-end systems to facilitate integration of Data into the State-wide Palantir Instance.

E. The Parties acknowledge that certain types of Data may not be made available to all Parties.

F. Each Party shall use its best efforts to ensure the timeliness, completeness and accuracy of its Data. Each Party is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.

G. Each Party shall ensure that only Authorized Users have access to or use information in the State-wide Palantir Instance. Each Party shall implement appropriate password protections and IT protocols to prevent unauthorized access to the State-wide Palantir Instance or the Data of other Parties in such Party's possession.

H. Each Party shall use the Data only where necessary to perform its Criminal Justice Purposes.

I. Each Party accessing Data under this Agreement is subject to the same restrictions on disclosure of the Data as the originating entity.

J. No Party shall release or make available any Data of another Party to any person or entity not authorized to access the State-wide Palantir Instance or to any third party, except (i) as necessary for Criminal Justice Purposes; (ii) pursuant to prior written approval of the Party that inputted or contributed the Data to the State-wide Palantir Instance; or (iii) as required by law.

K. Upon receipt of a public records request, subpoena, or court order ("Legal Request") for information in the State-wide Palantir Instance authored by or originated by another Party, a Party shall immediately provide a copy of the Legal Request to the Party that inputted or contributed the Data to the State-wide Palantir Instance and allow the such Party to respond to the Legal Request.

L. Each Party shall participate in periodic meetings and cooperate together to analyze and use the Data collected through this Agreement.

M. Each Party shall comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Data.

N. Each Party shall comply with the terms and conditions governing use of the Palantir Instance.

SECTION III DATA OWNERSHIP

A. Each Party retains the sole discretion to decide and manage which of its Data is inputted or contributed into the State-wide Palantir Instance.

B. Each Party retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data it inputs or contributes into the State-wide Palantir Instance.

C. The Data inputted into the State-wide Palantir Instance shall remain the property of the Party that inputted or contributed the Data to the State-wide Palantir Instance.

D. A Party may voluntarily withdraw its Data from the State-wide Palantir Instance at any time.

SECTION IV GENERAL PROVISIONS

A. The Parties are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. No Party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

B. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

i. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

iii. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

iv. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

v. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the governor of the State and the mayors of the County and the City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

C. This Agreement may be executed by the Parties in counterparts.

D. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (i) upon personal delivery or actual receipt thereof; or (ii) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to the State:

Salt Lake City, Utah 84---

If to Salt Lake County:

David Litvack, Coordinator
Criminal Justice Advisory Council
2001 South State, N4400
Salt Lake City, Utah 84190

If to the City:

Salt Lake City, Utah 84---

E. This Agreement shall take effect immediately upon execution by the Parties and shall automatically terminate five years after the effective date, unless extended by a written amendment, pursuant to Section IV.F., below.

F. This Agreement may be amended, extended, modified or altered only by an instrument in writing, which shall be (i) approved by the governing bodies of the Parties, including the adoption of any necessary resolutions or ordinances by the Parties authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively; (ii) executed by a duly authorized official of each of the Parties; (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney; and (iv) filed with the keeper of the records of each Party.

G. A Party may voluntarily withdraw from this Agreement at any time by providing 30-days advance written notice to the other Parties. As a result, such withdrawing Party's rights and obligations under this Agreement shall terminate and all Data contributed or inputted into the State-wide Palantir Instance shall be removed. Upon withdrawal of all but one Party, this Agreement shall automatically terminate.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

STATE OF UTAH

By _____
Title _____

Approved as to Form and Legality:

By _____
Date _____

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:
Salt Lake County District Attorney

By _____
Deputy District Attorney
Date _____

SALT LAKE CITY

By _____
Title _____

ATTEST:

City Recorder

Approved as to Form and Legality:
Salt Lake City Attorney

By _____
Salt Lake City Attorney
Date _____

