

**NONCRIMINAL JUSTICE USER AGREEMENT
FOR FEDERAL AND STATE ACCESS
(Fingerprint Submission)**

Between the
ARIZONA DEPARTMENT OF PUBLIC SAFETY

This agency hereinafter shall be known as "DPS"

And

LAKE HAVASU CITY

This agency hereinafter shall be known as "USER"

This Agreement sets forth duties and responsibilities for both the DPS and the USER accessing and/or obtaining information from the Arizona Criminal Justice Information System (ACJIS).

The DPS operates under the authority of the Federal Bureau of Investigation (FBI) and is the National Crime Information Center (NCIC) Criminal Justice Information Services (CJIS) Systems Agency (CSA) in Arizona. In accordance with A.R.S. §§ 41-1750 and 41-1751, the DPS is also responsible for the effective operation of Central State Repository (CSR) to collect, store and disseminate complete and accurate Arizona criminal history records and related criminal justice information. The Director of the DPS is recognized by the FBI as the CJIS Systems Officer (CSO) for the state of Arizona under A.R.S. § 41-2204 and is responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy.

The DPS is authorized by state and federal law to operate and regulate the Arizona Crime Information Center and National Crime Information Center (ACIC/NCIC) for the exchange of criminal justice information (CJI). It is the responsibility of the DPS to provide up-to-date, reliable, and quality identification and information services and data to the USER.

The information provided by the DPS are managed and exchanged in cooperation with the FBI CJIS Division, and each state CSA. This information includes, but is not limited to, the Interstate Identification Index (III); National Crime Information Center (NCIC); Uniform Crime Reporting (UCR), whether Summary Reporting System (SRS) or incident-based reporting to the National Incident-Based Reporting System (NIBRS); the Arizona Fingerprint Identification System (AZAFIS); the Law Enforcement National Data Exchange (N-DEx); and the National Instant Criminal Background Check System (NICS).

USER is:

 X A noncriminal justice agency authorized to receive criminal history record information and/or criminal justice information for the specific purpose of evaluating the fitness of current or prospective licensees, employees, contract employees and/or volunteers pursuant to 28 C.F.R., Part 20, and A.R.S. § 41-1750.

OR

 Other

The DPS and the USER hereby agree to exchange criminal history record information and/or criminal justice information as available in the CSR or ACJIS network. The USER is subject to the following terms and conditions:

TERMS AND CONDITIONS

- A. **Information.** In accordance with federal and state regulations, the DPS agrees to furnish the USER with the authorized criminal history record information and/or criminal justice information via the non-fingerprint-based personal identifier submission process established by the DPS and the applicant fingerprint card process.
- B. **Rules.** The USER has the burden of giving notice of the requirements of all the below-named rules and regulations to its employees and the other agencies or individuals to whom the USER might disseminate information derived pursuant to this Agreement.
1. **Compliance.** The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the FBI CJIS Advisory Policy Board (APB) with regard to information furnished through the FBI NCIC program; and with all rules, procedures, and policies contained in the ACJIS and NCIC Operating Manuals, CJIS Security Policy; Title 28, Code of Federal Regulations, Part 20; and with all rules, policies and procedures of the Arizona Law Enforcement Telecommunications System (Alets)/International Justice and Public Safety Information Sharing Network (Nlets) for ACJIS/NCIC policies unless otherwise provided.
 2. **Agency Security Contact.** The USER shall designate an official Agency Security Contact (ASC) to serve as the agency liaison with the DPS and to perform all necessary duties related to that function. The ASC shall be responsible for ensuring compliance with Section B of this Agreement, and shall grant authorization to those employees who have access to criminal history record information and/or criminal justice information. The ASC shall submit and maintain a current Authorized Personnel List of all authorized employee's names, titles, dates of birth, and email addresses. If the ASC changes for any reason, the USER agrees to designate another individual as the ASC and to notify the DPS within 30 days of the change.
 3. **Training.** The USER shall be responsible for compliance with training requirements. Prior to receiving Arizona criminal justice information and/or Arizona criminal history record information, the USER shall attend training covering proper submission procedures and basic privacy and security. Training shall be provided by the DPS. All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall complete both standard Security Awareness training and USER-provided privacy and security training on the proper handling of such information.
 - a. Security Awareness training is required within six months of hire and every two years thereafter.

- b. USER-provided privacy and security training shall be completed a minimum of every two years.
- 4. **Acknowledgement Statement.** All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall sign a statement form acknowledging notification of the penalties for misuse of the information prior to accessing any criminal history record information and/or criminal justice information. The acknowledgment statement is hereby incorporated into this Agreement.
- 5. **Secure Environment.** The criminal history record information and/or the criminal justice information received pursuant to this Agreement shall be maintained in a secure environment accessible only to those personnel listed on the current Authorized Personnel List. If the criminal justice information and/or the criminal history record information received pursuant to this Agreement is stored electronically, the electronic records environment shall be subject to technical security requirements specified in the FBI CJIS Security Policy and periodic technical audits in accordance with Section D of this Agreement.
- 6. **Policies and Procedures.** The USER shall develop and implement policies and procedures regarding the following:
 - a. Privacy and security, which shall include: proper access, use, handling, dissemination, and destruction of criminal history record information and/or criminal justice information; prevention of unauthorized disclosure of criminal history record information and/or criminal justice information; a disciplinary policy for misuse of criminal history record information and/or criminal justice information.
 - b. Non-fingerprint-based personal identifier search requests, which shall include the correct legal authority for each request, accurate completion of the search request form, and fingerprint submission, or notice of denial, to the DPS within 15 days after the date the search request is conducted.
 - c. Fingerprint submission integrity, which shall include: quality control methods to verify the applicant's identity and measures to prevent fingerprint tampering prior to submission to the DPS.
 - d. Digital information security, which shall include: reporting, response, and handling capability procedures for information security incidents; account access and monitoring requirements; information integrity protocols. This paragraph is only applicable if the agency electronically stores or accesses criminal history and/or criminal justice information.
- 7. **Personnel Screening.** The USER agrees to conduct personnel screening as permitted and/or required by law of the personnel authorized to access and/or handle criminal history record information and/or criminal justice information.

C. Privacy and Security.

1. **Purpose.** The USER agrees that the use of information received under the terms of this Agreement shall be limited to the following specific purpose(s): For the specific purpose of evaluating the fitness of applicants for peddler, solicitor, transient merchant and liquor licenses pursuant to Ordinance No. 13-1101 and A.R.S. § 41-1750.
2. **Secondary Dissemination.** The USER assumes full responsibility and liability for the use and release of all criminal history record information and/or criminal justice information obtained pursuant to this Agreement. All dissemination, including secondary and further dissemination, shall be strictly limited to the purpose authorized by this Agreement and shall not exceed the purpose authorized in this Agreement or that which is authorized under state and federal laws and regulations. All secondary and further dissemination shall be logged, and the log shall be retained for a minimum of three years.

The USER assumes full responsibility and liability for all dissemination and use of the information obtained pursuant to this Agreement including secondary and subsequent dissemination. (Unlawful use of criminal history information and/or criminal justice information is a class 6 felony pursuant to A.R.S. § 41-1756.)

D. Audits/Inspections.

1. **Records and periodic audits.** The USER hereby agrees to maintain all personnel records submission records, training files, authorization lists, policies and procedures, dissemination logs, contractor records, and volunteer records as directed by the DPS to determine compliance with applicable regulations and statutes. The USER agrees to make the above stated items available to the DPS, the FBI CJIS Division, or their authorized representatives, for the purpose of conducting periodic audits of the USER's compliance with all laws and regulations regarding the processing of information furnished to and by the USER under the terms of this Agreement. The USER shall cooperate with directives issued by the Arizona CSO.

All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the state for three years after completion of this Agreement.

2. **Site security compliance.** The USER hereby agrees, as a condition of participation, to permit a team from the DPS and/or the FBI CJIS Division to conduct on-site compliance inspections to ensure that required physical, personnel, computer, and communications safeguards are functioning properly.
3. **Directed audits.** The USER agrees to submit to directed audits for the investigation of any allegation of misuse of criminal justice information and/or criminal history record information obtained pursuant to this Agreement. A directed audit includes an inquiry into the specifics of a misuse allegation as well as the overall administrative review of a routine audit. Directed audits are in addition to routine periodic audits.

E. Sanctions.

1. **Cancellation.** Either the DPS or the USER may cancel this Agreement upon 30 days' notice to the other party in writing. "All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. § 38-511, the contents of which are hereby incorporated by reference."
 2. **Suspension of Service.** In addition to the penalties provided by law, the DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to the USER when any terms of this Agreement are violated or reasonably appear to be violated. The DPS shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated.
 3. **Indemnification.** To the extent permitted by law, the USER hereby agrees to indemnify and save harmless the DPS, its Director and employees, from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to the USER pursuant to this Agreement. This paragraph does not apply to other Arizona state agencies who are covered by the Arizona Department of Administration.
 4. **Arbitration.** This Agreement is subject to arbitration, but only to the extent required by A.R.S. § 12-1518.
- F. **Non-discrimination.** The USER agrees that the USER will comply with all applicable laws relating to equal opportunity and non-discrimination, including the non-discrimination requirements of Executive Order 2009-09.
- G. **Executory Clause.** It is understood by and between the parties hereto that the DPS is obligated to provide the services described in Section A above to the USER only to the extent that public funds are made available to the DPS for that purpose. The DPS shall incur no liability on account thereof beyond the money made available for such purpose.
- H. **Dissemination.** The terms of this Agreement pertaining to all dissemination of criminal justice information and criminal history record information shall be superseded by applicable federal regulations and Arizona laws governing the release of such information.

The USER agrees that the DPS may use or disseminate information concerning the USER request transactions on the ACJIS network to aid with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.

The USER agrees that the DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by the USER.

ACKNOWLEDGEMENT AND CERTIFICATION

We hereby acknowledge the duties and responsibilities as set out in this Agreement. We acknowledge that these duties and responsibilities have been developed and approved by the NCIC to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in or obtained by means of the ACJIS/NCIC systems. We further acknowledge that a failure to comply with these duties and responsibilities will subject our access to various sanctions as approved by the FBI CJIS APB. These sanctions may include the termination of ACJIS/NCIC services to the USER. We may appeal these sanctions through our CSA.

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Arizona Department of Public Safety

Lake Havasu City

BY:

Lt. Colonel Timothy E. Chung
Arizona CJIS Systems Officer
Arizona Department of Public Safety
by order of

Title:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

BY:

Signature of User Agency CEO

Title:

Printed Name and Title of CEO

Date:

Date:
