

CRIMINAL JUSTICE USER AGREEMENT

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"

Agency Type: ☒ Terminal ☐ Non-terminal

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).

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 access to criminal justice information as available in the ACJIS/NCIC.
- B. **Rules.** 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, policies and procedures 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. The USER has the burden of giving notice of the requirements of all the above-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.

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 specific purpose of the administration of criminal justice.
 2. **System Security Officer.** The USER shall designate an official ACJIS System Security Officer (SSO). The SSO shall be allowed sufficient time to perform all necessary duties related to ACJIS responsibilities. The SSO shall be responsible for ensuring compliance with Section B above and shall grant authorization to those employees who will have access to criminal history record information and/or criminal justice information. The SSO shall submit and keep current a list of all authorized employees' names, dates of birth, and agency telephone numbers.
 3. **Secondary Dissemination.** The USER agrees to assume full liability for the release of criminal history record information and/or criminal justice information. (Unlawful use of criminal history information and/or criminal justice information, as defined in A.R.S. § 41-1756, is a class 6 felony.)
- D. Audits/Inspections/Training.** The USER hereby agrees to make its reports available to the DPS for the purpose of conducting periodic audits of the USER's compliance with all laws and regulations regarding the processing of information furnished to the USER under the terms of this Agreement. To facilitate such audits, the USER agrees to keep such records as the DPS may from time to time direct. In addition, the USER will cooperate with directives issued by the state CSO to ensure the reliability of data on any current and future audit. Each USER shall be responsible for training requirements, including compliance with operator training mandates.

All terminal agencies having direct access to ACJIS agree, as a condition of participation, to permit an inspection team from the FBI CJIS Division and/or a team from the DPS to conduct necessary site security compliance inspections to ensure that required physical, personnel, computer, and communications safeguards are functioning properly.

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.

- E. **Standards for Response Time.** Agencies interfaced with the DPS host computer agree to comply with set standards for response time, records entry, and system availability as specified in the NCIC Operating Manual, ACJIS Operating Manual, and the FBI CJIS Security Policy.

☐ This applies to Interface Agencies only.

The USER agrees that a current copy of the interface schematic and design remains on file with the DPS. USER agrees that sanctions for non-compliance with the terms of this Agreement will be imposed by the DPS. The USER agrees to correct all noted violations and discrepancies within 30 days.

F. **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.
- G. **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.
- H. **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.
- I. **Construction.** This Agreement shall be liberally construed to apply to both manual and automated information systems for criminal justice purposes wherever and whenever possible.

- J. **Dissemination.** As to all dissemination of federal criminal history information, the terms of this contract shall be superseded by applicable federal regulations governing the release of such information.

The USER agrees that the DPS may use or disseminate information concerning the USER 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 on the ACJIS network or through the submission of uniform crime reporting information.

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 Agency CEO
Title: _____
Printed Name and Title of CEO

Date: _____

Date: _____