

**ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM
HOLDER OF RECORD AGREEMENT**

Between the
LAKE HAVASU CITY

This agency hereinafter shall be known as "Holder of Record"

And

ARIZONA STATE PARKS RANGER DIVISION

This agency hereinafter shall be known as "Owner of Record"

The National Crime Information Center (NCIC) and the Arizona Criminal Justice Information System (ACJIS) are computerized information systems established as a service to all criminal justice agencies. The goal of the NCIC and ACJIS is to assist the criminal justice community in performing its duties by providing and maintaining computerized information systems of accurate and timely criminal justice information. The use of these systems obligates participating agencies to abide by the established policies and procedures. NCIC and ACJIS require:

1. Any agency that has investigative authority and jurisdiction and has an NCIC-assigned ORI must enter records into NCIC/ACJIS as soon as reasonably possible after minimum information is available.
2. Every agency that enters records destined for NCIC or ACJIS must assure that hit confirmation is available for all records, except III records, 24 hours a day either at that agency or through a written agreement with another agency, at its location.
3. An originating agency must, within ten minutes for requests designated urgent or within one hour for requests designated as routine, furnish to any agency requesting confirmation, a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.

Holder of Record is:

 X A 24-hour terminal agency

Owner of Record is:

 A non-terminal 24-hour agency

 A terminal non-24-hour agency

 X A non-terminal/non-24-hour agency

Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of **AZ0080400**.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of **AZ0074500**.

Both agencies agree to abide by all rules, procedures, and policies of the NCIC or the Federal Bureau of Investigation (FBI) and ACJIS under the authority of A.R.S. §§ 41-1750 and 41-1751 and the International Justice and Public Safety Information Sharing Network (Nlets), and are subject to the terms and conditions listed below:

TERMS AND CONDITIONS

A. Purpose of Agreement. The purpose of this Agreement is to establish responsibility for records entered into NCIC/ACJIS by the Holder of Record under its NCIC-assigned ORI on behalf of the Owner of Record. As they relate to records entered for the Owner of Record, the Holder of Record assumes the following responsibilities:

1. Responsibility for data entry.
2. Responsibility for documentation.
3. Responsibility for cancellation and modification of entries.
4. Responsibility for timeliness of entries, cancellations, and modifications.
5. Responsibility for hit confirmation.
6. Responsibility for validation of entries.

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. Secondary Dissemination. Both agencies agree to assume full responsibility 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. Sanctions

1. **Cancellation.** This Agreement shall remain in effect unless terminated by either agency. Either the Holder of Record or Owner of Record may, upon 30 days' written notice of the other agency and to the DPS, cancel this Agreement. Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this Agreement. Termination shall not negate the obligation of either

agency to maintain records entered under this Agreement to ensure their accuracy and timeliness. "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.** The Arizona Department of Public Safety (DPS), as the CJIS Systems Agency (CSA), reserves the right to suspend telecommunications service to the Holder of Record named herein, likewise the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies, or procedures of NCIC, ACJIS, or Nlets have been violated. The DPS will review circumstances surrounding the suspension or termination of the Agreement and make a final decision relative to further continued agency participation in ACJIS.

- E. Indemnification.** To the extent permitted by law, both the Holder of Record and the Owner of Record agree 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.

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

Lake Havasu City

Arizona State Parks Ranger Division

BY: _____
Signature of Agency CEO

BY: _____
Signature of Agency CEO

Title: _____
Printed Name and Title of CEO

Title: _____
Printed Name and Title of CEO

Date: _____

Date: _____