

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT

NONCRIMINAL JUSTICE PROCESS – FEDERAL AND STATE ACCESS
(FINGERPRINT)

THIS AGREEMENT is made and entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS," and the **CITY OF GLENDALE HUMAN RESOURCES**, hereinafter referred to as "USER." DPS, under the authority of the Federal Bureau of Investigation (FBI), is the National Crime Information Center (NCIC) State Criminal Justice Information Systems Agency (CSA) in Arizona. DPS, under the authority of Arizona Revised Statutes (ARS) §41-1750, ARS §41-1751, and ARS §41-2205, also operates the Central State Repository for the criminal justice information system, and functions as the Arizona Criminal Justice Information System (ACJIS) CJIS Systems Agency. Per authority of ARS §41-2204, the Director of DPS also serves as the System Officer of ACJIS.

USER is:

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 CFR, Part 20, and ARS §41-1750.

OR

Other

DPS and USER hereby agree to exchange such criminal history record information and/or criminal justice information as is available in the State of Arizona State Central Repository and/or the ACJIS network, subject to the following terms and conditions:

TERMS AND CONDITIONS

- A. Information. In accordance with federal and state regulations, DPS agrees to furnish USER with the following type(s) of information: Authorized Criminal History Record Information and Authorized Criminal Justice Information via the applicant fingerprint card process.
- B. Rules. 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 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, use, storage, handling, and/or dissemination of criminal justice information and/or criminal history record information, and with the applicable rules, policies, and procedures contained in the FBI Criminal Justice Information System (CJIS) Security Policy, and with applicable ACJIS, NCIC, Arizona Crime Information Center (ACIC),

International Justice and Public Safety Information Sharing Network, and Arizona Law Enforcement Telecommunications Systems (ALETS) operating policies, procedures, and regulations.

2. Agency Security Contact. USER shall designate an official Agency Security Contact (ASC) to serve as the agency liaison with DPS and to perform all necessary duties related to that function.
 - a. 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 employees' names, titles, dates of birth, and email addresses.
 - b. If the ASC changes for any reason, USER agrees to designate another individual as the ASC and to notify DPS within 30 days of the change.
3. Training. USER shall be responsible for compliance with training requirements.
 - a. Prior to receiving Arizona criminal justice information and/or Arizona criminal history record information, USER shall attend training covering proper submission procedures and basic privacy and security. Training shall be provided by DPS.
 - b. 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.
 - 1) Security Awareness training is required within six months of hire and every two years thereafter.
 - 2) 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 CJIS Security Policy and periodic technical audits in accordance with Section D of this agreement.
6. Policies and Procedures. USER shall develop and implement policies and procedures ensuring 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. 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 DPS.

c. 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. 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. 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 all prospective and current city employees or volunteers whose job duties include interaction with juveniles, all current employees working in areas of recreational services pursuant to Glendale City Code 2-51 and Arizona Revised Statutes §41-1750.

2. Secondary Dissemination.

- a. 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.

- b. 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.

- c. All secondary and further dissemination shall be logged, and the log shall be retained for a minimum of five years.

- d. 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 ARS §41-1756.)

D. Audits/Inspections.

1. Records and periodic audits.

- a. 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 DPS to determine compliance with applicable regulations and statutes.

- b. USER agrees to make the above stated items available to DPS, the FBI CJIS Division,

or their authorized representatives, for the purpose of conducting periodic audits of 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.

c. USER shall cooperate with directives issued by the Arizona CJIS Systems Officer (CSO) concerning reliability and security of data.

d. 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 five years after completion of this agreement.

2. Site security compliance. USER hereby agrees, as a condition of participation, to permit a team from 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. 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 DPS or USER may cancel this Agreement upon thirty 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 ARS §38-511, the contents of which are hereby incorporated by reference.
2. Suspension of Service. In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to USER when any terms of this Agreement are violated or reasonably appear to DPS to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance, to DPS, that such violations did not occur or that such violations have been fully corrected or eliminated. In the event that USER challenges the ruling of DPS regarding violation(s) or audit results, the Arizona Criminal Justice Commission shall adjudicate the matter.
3. Indemnification. To the extent permitted by law, USER hereby agrees to indemnify and save harmless DPS, its Director and employees, and the FBI, 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 USER pursuant to this Agreement.
4. Arbitration. This Agreement is subject to arbitration, but only to the extent required by ARS §12-1518.

F. Non-Discrimination. USER agrees that 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. Waiver. For the purposes of this agreement, sovereign tribal entities expressly waive sovereign immunity.

- H. Executory Clause. It is understood by and between the parties hereto that DPS is obligated to provide the services described in Section A above to USER only to the extent that public funds are made available to DPS for that purpose. DPS shall incur no liability on account thereof beyond the money made available for such purpose.
- I. 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.
1. Investigations. USER agrees that DPS may use or disseminate information concerning USER request transactions on the ACJIS network to provide assistance with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.
 2. Statistical Reports. USER agrees that DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by USER.

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

ARIZONA DEPARTMENT OF PUBLIC SAFETY

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

DATE: _____

USER:

CITY OF GLENDALE HUMAN RESOURCES

BY (sign): _____

NAME/TITLE (print): _____

DATE: _____

(Rev. 08/15)

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

City of Glendale,
An Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney