July 23, 2018

Chief John Lekan
Yuma Police Department
1500 South 1st Avenue
Yuma, AZ 85364

RE: Arizona Department of Public Safety/Gang and Immigration Intelligence Team Enforcement
Mission (GIITEM) State Gang Task Force and the Yuma Police Department

Dear Chief Lekan:

Attached for review and signature are two (2) originals of the Intergovernmental Agreement - DPS
Contract No. 2018-074, between the Arizona Department of Public Safety/Gang and Immigration
Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force and the Yuma Police
Department regarding GangNet.

Please sign each copy of the contracts, keeping an original for your records and return the remaining
original to the following address for retention purposes:

> Criminal Investigations Division
> Attn: Major Beck
> Arizona Department of Public Safety
> P.O. Box 6638, Mail Drop 1350
> Phoenix, AZ 85005-6638

The effective date of the contracts is the date upon which all signatures are completed.

Sincerely,

William Beck, Major
Chief of Staff
Criminal Investigations Division

Attachments
wjf

MEMORANDUM OF UNDERSTANDING
BETWEEN THE YUMA POLICE DEPARTMENT AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
REGARDING
ARIZONA GANGNET

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and the Yuma Police Department, hereinafter referred to as "Yuma PD".

I.   PURPOSE
This MOU defines the roles and responsibilities of the DPS and the Yuma PD relative to the access and use of the Arizona gang database maintained by the DPS, hereinafter referred to as "AZ GangNet".

Whereas, the Yuma PD seeks access and use of the AZ GangNet; and

Whereas, the DPS is willing to provide such services on the condition that the Yuma PD adheres to AZ GangNet established policies and procedures.

II.   AUTHORITY
The DPS is authorized and empowered to enter into this MOU pursuant to A.R.S. §41-1701 et. seq. to administer law enforcement programs supporting state and local law enforcement. The Yuma PD is authorized and empowered to enter into this MOU pursuant to A.R.S. §9-240.

III.   SCOPE
DPS agrees to provide access to gang member data from AZ GangNet for the purpose of creating and maintaining a state gang database to be shared by all participating agencies. The Yuma PD agrees to enter all persons who have been documented as a criminal street gang member and/or associate members pursuant to A.R.S. §13-105.8, in order to populate the AZ GangNet. Information contained in AZ GangNet shall not be shared with anyone outside of law enforcement or criminal justice agencies. Dissemination shall be in accordance with established policies and procedures. Information in AZ GangNet is to be used for investigative purposes only. Any requests for gang data, other than for investigative leads, must be forwarded to the originating agency of that particular data for disposition.

IV.   RESPONSIBILITIES
Both parties shall comply with the *Arizona GangNet Polices and Procedures* (Appendix A).

The DPS is responsible for developing policies and procedures relating to the operation of AZ GangNet. The DPS will develop, review, modify and approve the standardized training for AZ GangNet. The DPS will conduct system audits.

The Yuma PD agrees to provide an administrative contact who assumes the leadership role in organizing and coordinating the Yuma PD users and the information collection activities of the Yuma PD. The Yuma PD agrees to populate the AZ GangNet database with gang members and gang associates. The Yuma PD will establish written administrative policy and procedures, if they do not already exist, to ensure computer security, data access, and dissemination of data in compliance with existing laws, regulations and guidelines. The Yuma PD will control access to AZ GangNet and only

allow access to those individuals who have been properly trained in the use of the AZ GangNet system and the related policies and procedures. The Yuma PD will maintain operational control and system supervision over their agency users. The Yuma PD will ensure the security of information received and transmitted.

V. NON-AVAILABILITY OF FUNDS
Every payment obligation of the State under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VI.   NON-DISCRIMINATION
The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

VII.   E-VERIFY
Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other party has not complied with E-Verify, it shall notify the non-compliant party by certified mail of the determination and the right to appeal the determination.

VIII. CONFLICT OF INTEREST
The requirements of A.R.S. §38-511 apply to this agreement. The DPS may cancel this agreement, without penalty of further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of the DPS is, at any time while this agreement or any extension is in effect, an employee or agent of the party with respect to the subject matter of this agreement.

IX.   ARBITRATION
The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

X.   AUDIT OF RECORDS
Pursuant to A.R.S. § 35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records relating to this agreement for a period of five years after

completion of the agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the parties shall produce the original of any or all such records.

XI.   EFFECTIVE DATE/DURATION
This document will be effective on the date of the last signature obtained and will remain in effect for five years.

XII.   TERMINATION
This agreement may be terminated by either party upon ninety (90) days written notice to the other party.

XIII.   COMMUNICATION
Any notice required to be given under the MOU will be provided by mail to:

Major William Beck, Chief of Staff   Chief John Lekan
Arizona Department of Public Safety   Yuma Police Department
P. O. Box 6638, Mail Drop 1350   1500 S. 1st Avenue
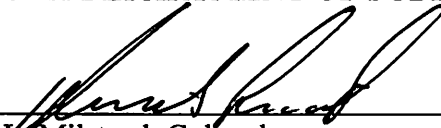Phoenix, AZ 85005-6638   Yuma, AZ 85364

XIV.   VALIDITY
This document contains the entire understanding between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

(signatures on next page)

ARIZONA DEPARTMENT OF PUBLIC SAFETY

_____
Frank L. Milstead, Colonel
Director

_____
Date 7/26/18

APPROVED AS TO FORM:

_____
Assistant Attorney General

_____
Date 9/17/18

YUMA POLICE DEPARTMENT

_____
Chief John Lekan

_____
Date

CITY OF YUMA

ATTEST:

Approved as to Form:

_____
Lynda Bushong, City Clerk

_____
Richard Files, City Attorney

_____
Greg Wilkinson, City Administrator

ARIZONA GANGNET
POLICIES
and
PROCEDURES
Revised: November 28, 2012

1. MISSION STATEMENT: The Arizona Department of Public Safety (DPS), Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) oversees the operations of the Arizona GangNet (AZ GangNet) system, and participating law enforcement and criminal justice agency's access, in an effort to provide an accurate, timely, and electronically generated base of statewide gang related intelligence information.

2. SYSTEM OPERATION:
2.1. DPS GIITEM: AZ GIITEM will develop policies and procedures relating to the operation of the AZ GangNet database; designed to provide rapid access and response to gang related inquiries to authorized law enforcement and criminal justice agencies.

2.2. Law Enforcement and Criminal Justice Agency Definitions: The AZ GangNet system will provide services to authorized law enforcement and criminal justice agencies.

2.2.1. A law enforcement agency is defined as a governmental agency or sub-unit thereof having statutory powers of arrest, and whose primary function is detection, investigation and apprehension of criminal offenders including authorized support staff.

2.2.2. A criminal justice agency is defined as a governmental agency or sub-unit thereof whose primary duties include detention, pre-trial release, post-trial release, correctional supervision, and the collection, storage, and dissemination of criminal history record information.

2.3. Qualifications for Becoming a Participating User Agency: All agencies understand and comply with the AZ GangNet regulation reference AZ GangNet Records and court. AZ GangNet records are <u>NOT</u> to be taken to court. AZ GangNet records are <u>NOT</u> to be attached to arrest reports. The User must contact the original submitting User to obtain the gang card. AZ GIITEM will review requests from all Arizona agencies interested in becoming a Participating User Agency. The review will consist of several issues, including but not limited to

2.3.1. The Participating User Agency's leader must sign a Memorandum of Understanding (MOU) between their agency and DPS .

2.3.2. The Participating User Agency agrees to provide an Administrative contact who assumes the leadership role in organizing and coordinating their users and the information collection activities of the law enforcement or criminal justice agency they represent. In AZ GangNet, the Administrative contacts are called "Power Users".

2.3.3. The Participating User Agency agrees to populate the AZ GangNet database with gang members and gang affiliates.

2.4. Participating User Agency Roles and Responsibilities: Participating User Agencies agree to adhere to policies and procedures established by AZ GIITEM and the AZ GangNet Users (AGNU). The AGNU group is composed of the Power Users from each participating agency. The agencies may establish more restrictive policies and procedures for their agency, but cannot operate under less restrictive guidelines. Agencies that establish more restrictive policies shall notify the AZ GangNet Administrator before those policies are implemented to ensure that the more restrictive policies are consistent with the mission of the AZ GangNet system. Agencies and individual users who violate established policies and procedures shall be referred to the AZ GangNet Administrator for review and resolution of violations.

2.4.1. The Participating User Agency shall establish internal written administrative policy and procedures, if they do not already exist, to ensure computer security, data access, and dissemination of data is complied with according to existing laws, regulations and guidelines.

2.5. Power User Responsibility: The Participating Agency Power User is responsible for maintaining operational control and system supervision over their agency and users. The Power User has the responsibility to ensure that all users adhere to the AZ GangNet Policies and Procedures to protect the system and data integrity.

2.5.1.   The Power User obtains and stores their agency's User acknowledgement of the AZ GangNet regulation regarding AZ GangNet records being prohibited in court and reports.

2.5.2.   The Power User provides AZ GangNet training to their agency's Users.

2.5.3.   The Power User provides User access rights and information to the AZ GangNet Administrator.

2.5.4.   The Power User performs audits on the Users of their agency.

2.5.5. The Power User maintains the Gang Member Information Card (GMIC) until that record is purged.

2.6. AGNU Mission Statement: The Arizona GangNet Users (AGNU) provides oversight to the AZ GangNet system. The AGNU members are the operational `subject matter' experts to the AZ GangNet system. The AZ GangNet system is designed to enhance officer safety, improve the efficiency of criminal investigations and identify and track gang members. This is accomplished through information sharing via a statewide automated gang database. This database affords participating Arizona and other states' law enforcement agencies the ability to impact the effects of violent crime, thereby ensuring the safety of their communities.

2.7. The AZ GangNet system shall comply with 28 CFR Part 23 and the Arizona Revised Statutes 13-105.

2.8. System Policies and Procedures: Policy and Procedures are designed to provide the most efficient operating system consistent with the needs of criminal justice. Adherence to the policies, procedures, regulations and guidelines, will ensure the Participating User Agencies standardization and maximum return on information queried. Violations of procedures will result in an investigation and disciplinary action as determined by the AZ GangNet Administrator.

2.8.1. AZ GangNet records are NOT probable cause for detention or arrest.

2.8.1.a. The AZ GangNet system is not designed to provide users with information upon which official actions may be taken. Rather, its purpose is to provide users with sources of information upon which official action may be taken. **THE FACT THAT A RECORD EXISTS CANNOT BE USED TO PROVIDE PROBABLE CAUSE FOR AN ARREST OR BE DOCUMENTED IN AN AFFIDAVIT FOR A SEARCH WARRANT.** The facts, which led to the creation of the record, must be used to establish the probable cause in the affidavit. The system can identify the agencies, which must be contacted to obtain and verify those facts. Any questions should be brought to the Power User for that agency.

2.9. ALL FILES ARE CONFIDENTIAL AND ARE FOR OFFICIAL USE ONLY. SYSTEM INFORMATION, e.g. GANG LISTS ARE TO BE PRINTED ONLY WITH THE PERMISSION OF THE POWER USER FOR THAT AGENCY.

2.10. Training: AZ GIITEM and the AGNU will develop, review, modify and approve the standardized training for all Users and Power Users in AZ GangNet. The Participating User Agencies are responsible for obtaining approved training of personnel within their respective

agencies. Only those individuals who have been properly trained in the use of the AZ GangNet system and the related policies and procedures will be allowed access to AZ GangNet information.

2.10.1 Properly Trained (defined). A course of standardized instruction from a Power User or their approved designate that at a <u>minimum</u> addresses the issues of:

2.10.1.1	Criminal Street Gang (defined)
2.10.1.2	Accepted Gang Member, Affiliate, and Photo Input Criteria
2.10.1.3	Criminal Predicate/Reasonable Suspicion (defined)
2.10.1.4	Local, State and Federal Statutes and Policies regarding Criminal Intelligence Information
2.10.1.5	Physical, Technical Security and Data Dissemination
2.10.1.6	Practical, "Hands-On" System usage

2.10.2. Instructors shall be graduates of a 8-hour AZ GangNet Train-the-Trainer class. Personnel shall be trained and functionally tested, and affirmed in the proficiency of system use in order to assure compliance with policies and procedures. Personnel shall be trained in intelligence file guideline requirements and the legal use of intelligence and any additional administrative requirements.

2.11. Security: In order to maintain the integrity of the system and to ensure the security of information received and transmitted, the following policies and procedures shall be adhered to:

2.11.1. Reasonable measures shall be taken to locate equipment in a secure area to preclude access by other than authorized personnel.

2.11.2. Personnel authorized access to the system shall be sworn law enforcement personnel, non-sworn law enforcement support personnel, or non-criminal justice technical or maintenance personnel (IT / IS staff, including any contract employees) who have been subject to character or security clearance and who have received approved training. City, County, and State prosecutors may request a subject's status in AZ GangNet by contacting their agency's designated Users.

2.11.3. In all matters pertaining to personnel security, the Power User for the agency or her/his designee will be responsible for making the final determination of the individual's suitability for access.

2.12. System Discipline: The Arizona GangNet Administration is responsible for overseeing system discipline and conformity with Policies and Procedures.

2.12.1. Sanctions: A violation of State, Federal law, regulation, and/or policies or procedures established by AZ GIITEM and AGNU may result in any of the following sanctions:

2.12.2. Letter of censure.
2.12.3. Temporary suspension from the system.
2.12.4. Removal from the system.

2.13. System Management: Operational control and system supervision shall be the responsibility of the agency Power User under the direction of the Arizona GangNet Administration/Administrator.

2.14. Responsibility for Information: Information entered into AZ GangNet must be kept accurate and up to date. Agencies entering information are responsible for its legality, relevance, accuracy, timeliness, and completeness. Every effort will be made to prevent duplicate records from entering the system. Prior to entering a subject into AZ GangNet, it is mandatory that each subject be searched through the system to ascertain whether or not he/she has already been entered.

2.14.1. All agencies entering information will maintain sufficient source documentation in support of their entry. Each entering agency shall adhere to established criteria and procedures to ensure proper entry of data, storage of the Gang Member Information Cards, and data confirmation.
2.14.2. Once an individual is entered into the AZ GangNet system, the original Gang Member Information Card shall be maintained by the entering agency in the event of legal challenge.
2.14.3. Photographs shall be scanned in at the lowest setting on the scanner. The size shall not exceed 320 X 240 DPI and be no more than 72 pixels.
2.14.4. **Print privileges shall generally be restricted. Privileges may be granted at the discretion of each Agency Power User. Users must demonstrate a compelling need to print before print privileges are extended. Each agency shall ensure that any printed copies of intelligence and investigation information is afforded security to prevent unauthorized access to, or use, of the data.**
2.14.5. Disseminated documents that are no longer needed shall be destroyed.

2.15. Data Entry Protocol: The purpose of the criteria is to provide standardized guidelines, which contribute to the investigative information utilized by law enforcement or criminal justice agencies in carrying out their efforts to protect the public and suppress criminal gang activity.

Data entry into AZ GangNet shall conform to the AZ GangNet Business Rules that are established by the AGNU group.

2.16. Criminal Street Gang Defined: "Criminal street gang" means an ongoing formal or informal association of persons whose members or associates individually or collectively engage in the commission, attempted commission, facilitation or solicitation of any felony act and who has at least one individual who is a criminal street gang member. (See Arizona Revised Statutes 13-105.7)

2.17. Criteria To Determine A Gang Member:
"Criminal street gang member" means an individual to whom two of the following seven criteria that indicate criminal street gang membership apply:

2.17.1. Self proclamation
2.17.2. Witness testimony or official statement
2.17.3. Written or electronic correspondence
2.17.4. Paraphernalia or photographs
2.17.5. Tattoos
2.17.6. Clothing or colors
2.17.7. Any other indicia of street gang membership (See Arizona Revised Statutes 13-105.8)

2.18. Affiliate Submission Criteria:
(Previously Affiliates had to be able to list a documented gang member by name or moniker in order to be entered into AZ GangNet, as of June 2012 – an affiliate can be linked to a documented gang member or to a specific gang)

The affiliate information is entered for the purpose of providing further identification, through an established relationship with an existing gang. There are two mandatory separate submission criteria established for entry of affiliates into a gang member's record. Two of the following criteria must be present.

2.18.1. Definition: When an individual is known to affiliate with documented gang members or,
2.18.2. When the individual is known to affiliate with documented gang members, and the law enforcement or criminal justice officer has established there is a reasonable suspicion that the individual is involved in criminal activity or enterprise. The officer's belief must be premised upon reasoning and logic coupled with sound judgment based upon law enforcement experience and training rather than mere hunch or whim.
2.18.3. Agencies entering information into AZ GangNet on Affiliates shall maintain

documentation, which adequately supports each entry.

2.19. Authorized Entry and Query: Only personnel who have been given access by the Power User of an agency, and have received approved training in the use of the system, are authorized to query or enter new data into AZ GangNet.

2.20. Purge Criteria: Records not modified by the addition of new information and gang membership criteria for a 5-year period will be purged. In-custody subjects shall follow the same purge policy. Documents supporting the AZ GangNet entries that are purged shall be destroyed.

2.20.1. Shared Records: Records created by one agency shall not be purged prior to the five year no activity time limit if that record has been substantially modified by another Participating User Agency without the express approval of that other user agency. Substantially modified means that new information is added to the record and the gang member criteria is renewed or added to.

2.21. List of AZ GangNet Participating User Agencies: AZ GIITEM shall provide periodic updates of all Participating User Agencies in AZ GangNet.

2.22. Inter and Intrastate Policy: AZ GIITEM shall establish and maintain communications with both inter and intrastate agencies and define how interested agencies will interact with the Arizona system.

2.23. System Audit: Each agency will be audited bi-annually (January and July) by the AZ GangNet Administrator for accuracy based upon criteria established by AGNU. Potential inaccuracies or deficiencies will be reported to the agency for review and possible corrections or deletions. This shall be completed by the next audit date. Power Users shall conduct audits during March and September. At the minimum, an audit shall consist of five subject and five gang records that are checked for accuracy and validity of the record's content.

3. SYSTEM

3.1. Logon ID/Password: All login ID's and Passwords shall be consistent with the security procedures established by AZ GIITEM. If a password needs to be reset, the User will contact the Power User and that person will contact AZ GangNet Administrator or designated staff.

3.2. Users who are found to have shared their passwords shall be removed from the system and the Power User of the agency notified of the security violation. A letter from the Power User to the AZ GangNet Administrator will be required to reinstate the offending User only after the

==person was retrained. A second violation will permanently remove that user's access.==

3.3. Prioritization of Work Performed by Vendors: AGNU and the AZ GangNet Administrator will determine which projects will be initiated or enhanced and their priority. This includes development of new programs, modification of existing programs, and resolution of technical problems through use of technical advisory groups.

3.4. Compatibility: AZ GIITEM will determine any interaction with other compatible criminal justice systems and databases.

4. RELEASE OF STATISTICS: The purpose of this policy is to ensure that no single agency user employs statistical information from the AZ GangNet system without approval from the AZ GangNet Administrator. All releases under this policy shall specify that they are estimates based on the best information available at the time of release.

4.1. Any agency user may release statistics on gangs gathered by that same agency.
4.1.1 Any such release shall not include any data gathered by any other agency.

5. MISCELLANEOUS
5.1. Press Policy: The AZ GangNet database and its contents shall NOT be released to any form of the media.