

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

Between the

**YUMA POLICE DEPARTMENT**

Hereinafter the "Holder of Record"

And

**ARIZONA WESTERN COLLEGE POLICE DEPARTMENT**

Hereinafter the "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 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 and/or 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 24 hours a day, except III records, either at that agency or through a written agreement with another agency, at its location.
3. Within ten minutes of a request designated urgent, an originating agency must furnish a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.
4. Within one hour of a request designated as routine, an originating agency must furnish, 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:

  X          A non-terminal 24-hour agency

              A terminal non-24-hour agency

              A non-terminal/non-24-hour agency

Holder of Record is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of AZ0140500.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of \_\_\_\_\_.

Holder of Record and Owner of Record agree to abide by all rules, procedures, and policies of NCIC, the Federal Bureau of Investigation (FBI), ACJIS (A.R.S. §§ 41-1750 and 41-1751), and the International Justice and Public Safety Information Sharing Network (Nlets).

Holder of Record and Owner of Record acknowledge 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 and/or ACJIS by the Holder of Record, on behalf of the Owner of Record, under its NCIC-assigned ORI. 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 the following: (1) all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; (2) all rules, procedures, and policies adopted by the FBI CJIS Advisory Policy Board (APB) with regard to information furnished through the FBI NCIC program; (3) all rules, policies and procedures contained in the ACJIS and NCIC Operating Manuals; (4) CJIS Security Policy; (5) Title 28, Code of Federal Regulations, Part 20; (6) all rules, policies and procedures of the Arizona Law Enforcement Telecommunications System (Alets) and/or International Justice and Public Safety Information Sharing Network (Nlets) for ACJIS and/or NCIC policies, unless otherwise provided. Both the Holder of the Record and the Owner of the Record are responsible for providing notice and training regarding the above-listed rules and regulations to its own employees, as well as all other agencies or individuals to whom Holder of the Record or Owner of the Record may disseminate information derived pursuant to this Agreement.

**C. Secondary Dissemination.** Both the Holder of the Record and the Owner of the Record agree to assume full responsibility and full liability for the unauthorized or unlawful 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. Termination.** This Agreement shall remain in effect until it is terminated, in writing, by the Holder of the Record or the Owner of the Record. Either party may cancel this Agreement upon thirty (30) days written notice to the other party and to the Department of Public Safety (DPS). Either party may terminate this Agreement with or without notice upon determining the other party violated any law, rule, or regulation concerning criminal justice information or has violated the terms of this Agreement. Termination shall not negate the obligation of either party to maintain records entered under this Agreement to ensure their accuracy and timeliness.
- 2. Suspension of Service.** DPS, as the CJIS Systems Agency (CSA), reserves the right to suspend telecommunications service to the Holder of Record named herein, and the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rule, policy, or procedure of NCIC, ACJIS, or Nlets have been violated. DPS will review the 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 hold harmless 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 the Holder of Record and the Owner of Record of any information provided to the the Holder of Record and the Owner of Record 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.

#### **YUMA POLICE DEPARTMENT**

#### **ARIZONA WESTERN COLLEGE POLICE DEPARTMENT**

BY: \_\_\_\_\_  
Susan Smith, Chief of Police  
1500 South 1<sup>st</sup> Avenue  
Yuma, Arizona 85364

BY: \_\_\_\_\_  
Steve Suho, Chief of Police  
P.O. Box 929  
Yuma, Arizona 85366

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF YUMA**

BY: \_\_\_\_\_  
Jay Simonton, City Administrator  
One City Plaza  
Yuma, Arizona 85364

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

Attorney for City of Yuma

Attorney for Arizona Western College  
Police Department

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Richard W. Files

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