Tonto Apache Tribe
Tonto Apache Reservation #30
Payson, Arizona 85541
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# ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS)

## HOLDER OF RECORD AGREEMENT

The National Crime Information Center (NCIC) and the Arizona Criminal Justice Information System (ACJIS) require:

That any agency having investigative authority and jurisdiction and having an NCIC assigned Originating Agency Identifier (ORI) must enter records into NCIC which meet NCIC criteria as soon as reasonably possible after minimum information is available.

That every agency which enters records destined for NCIC 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.

THEREFORE, the **Gila County Sheriff's Office, Payson,** hereinafter referred to as the HOLDER OF RECORD, and the **Tonto Apache Tribal Police Department,** hereinafter referred to as the OWNER OF RECORD enter into the Agreement.

OWNER OF RECORD is:

__X__ A non-terminal 24-hour agency;

or

_____ A terminal non-24-hour agency;

Or

_____ A non-terminal/ non-24-hour agency.

HOLDER OF RECORD is:

X A 24-hour terminal agency.

HOLDER OF RECORD is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of **AZ0040200.**

OWNER OF RECORD is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of **AZDI08100.**

Both agencies agree to abide by all rules, policies, and procedures of the NCIC of the Federal Bureau of Investigation (FBI), the State of Arizona Central State Repository (Records and Identification Bureau) and for the Arizona Criminal Justice Information System (ACJIS) under the authority of ARS 41-2205 et seq., ARS 41-1750, ARS 41-1751, ARS 41-2405 and ARS 41-2204 and the National Law Enforcement Telecommunications System (NLETS), subject to the terms and conditions listed below:

## TERMS AND CONDITIONS

A. Purpose of Agreement:

The parties shall, by separate written Memorandum of Agreement (which shall reference this Agreement and incorporate itself herein) determine specific

procedures/guidelines to delineate the requirements and responsibilities of each party to this Memorandum of Agreement. As a minimum, Agreement shall include:

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 NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC program; and with all rules adopted by the Arizona Criminal Justice Commission for ACJIS; and with all rules, policies and procedures of ACIC/NCIC unless otherwise provided. Both HOLDER OF RECORD and OWNER OF RECORD have the burden of giving notice of requirements of all the above-names rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to this Agreement.

C. Secondary Dissemination:

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and/or other criminal justice information.

D. Sanctions:

1. a. Cancellation: The Arizona Department of Public Safety (State Control Terminal Agency) reserves the right to suspend telecommunications service to HOLDER OF RECORD, 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, NLETS, or ACJIS have been violated. The Arizona Department of Public Safety shall be notified immediately of any suspension of service or termination of this agreement. Arizona Department of Public Safety will review circumstances surrounding the suspension or termination of Agreement and make a final decision relative to further or continued agency participation in the Arizona Criminal Justice Information System.

This Agreement shall remain in effect unless terminated by either agency or unless by operation of law.

b. Either HOLDER OF RECORD, or OWNER OF RECORD may, upon thirty (30) days notice to the other agency in writing, cancel this Agreement in whole or in part.

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 their terms of this Agreement; such termination shall be pursuant to the laws, rules and regulations provided therefore.

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 Arizona Department of Public Safety, its Director and employees, and the Federal Bureau of Investigation, its Director and employees, from any and all claims, demands, actions, suits and proceedings by others and against all liability to others for the use or misuse by either agency of any information provided to them pursuant to this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Gila County Sheriff's Office, Payson
HOLDER OF RECORD

BY: _____
J. Adam Shepherd
Gila County Sheriff

DATE: 12-16-15

Tonto Apache Tribal Police Department
OWNER OF RECORD

BY: M Schlosser
Mary Schlosser
Police Chief

DATE: 11-18-15

(Rev. 6/04)