

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF YUMA AND CITY OF SAN LUIS**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the City of Yuma, through the Yuma Police Department ("YPD") and the City of San Luis, through the San Luis Police Department ("SLPD") for the purpose of providing shared access of the Arizona Criminal Justice Information Services (ACJIS) Interface. YPD and SLPD are sometimes referred to individually as the "Party" and collectively as "the Parties".

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide shared access of the Arizona Criminal Justice Information Services (ACJIS) interface.

2. **DEFINITIONS:**

A. **YPD:** Yuma Police Department

B. **Hosted Agency:** A law enforcement agency with an approved ACJIS interface that primarily transits through the YPD message switch.

C. **DPS:** Arizona Department of Public Safety, designated by the Federal Bureau of Investigation to serve as the CJIS systems Agency for Arizona.

D. **ACJIS:** Arizona Criminal Justice Information Services

E. **CJIS:** Criminal Justice Information Services

F. **SSO:** System Security Officer

G. **LASO:** Local Agency Security Officer

3. **PROCEDURE**

A. **Roles:**

1. **YPD:**

- i. YPD hosts a message switch for ACJIS transactions for the use of YPD and Hosted Agencies through the Yuma Regional Communications System (YRCS). YPD also has a T-1 connection to DPS from the ACJIS line fund for message switch transactions to transit. YPD has designated a SSO and LASO to maintain compliance with CJIS Security Policy.

2. Hosted Agency:

- i. SLPD will host New World Aegis application and mobile servers that connect to the YPD message switch through the YRCS wide area network to run ACJIS transactions.

B. Responsibilities:

1. YPD:

- i. YPD is responsible for network and communications security of the communication path from the SLPD to the message switch at YPD.
- ii. YPD is responsible for oversight of any modification of the message switch configuration.
- iii. Technical assistance with the message switch must be made by the SLPD's SSO, LASO or other designated personnel.
- iv. YPD shall retain the ACJIS message switch transaction logs for one (1) year. Any request for inspection of message switch log data must be made through the YPD SSO.

2. SLPD:

- i. SLPD shall designate a SSO and LASO to maintain compliance with CJIS Security Policy.
- ii. SLPD, through its designated SSO and LASO, is responsible for CJIS security controls, terminal operator certifications, and policies and procedures regarding the use of each ACJIS device.
- iii. SLPD's SSO is responsible for any misuse of the ACJIS systems and security incidents.
- iv. SLPD's SSO is responsible for the monthly validations entered in ACJIS by SLPD, and SLPD's user reports provided by DPS.
- v. SLPD will provide and keep current, the personnel roster of its current SSO, LASO, and other designated ACJIS interface contacts, if applicable, to YPD.

C. Compliance with CJIS Security Policy:

- 1. YPD will ensure CJIS Security Policy compliance for the systems that YPD is responsible for, to include the communications path from the SLPD to YPD, the message switch, and the communications path to DPS.
- 2. SLPD will ensure CJIS Security Policy compliance for the systems the SLPD is responsible for, to include all ACJIS devices, associated networks, and physical locations.

3. Compliance with CJIS Security Policy is the minimum required security measures to use the shared ACJIS interface.

D. Violations:

SLPD shall comply with the CJIS Security Policy and the ACJIS Operating Manual, which are incorporated into this Agreement by reference. Any violation by SLPD of CJIS Security Policy or ACJIS Operating Manual may result in suspension or termination of SLPD's access to, pending review and determination of continued access to, the shared ACJIS interface. SLPD will have thirty (30) days after notice from DPS to remedy violations. SLPD will be notified by DPS of any further penalties or remedial action if necessary.

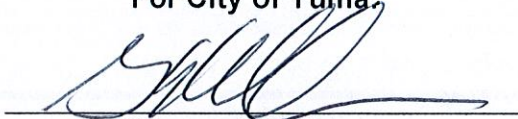
4. **INDEMNIFICATION:** To the fullest extent permitted by law, each Party (the "Indemnitor") agree to indemnify, defend and hold harmless the other Party, and their respective departments, agencies, officers, directors, employees and agents (the "Indemnitee") for, from and against any and all losses, expenses, damages, liabilities, demands, or claims, including reasonable attorneys' fees and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively "Claims") resulting from and/or arising out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement, except to the extent such Claims arise out of or are based upon acts or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Indemnitor's departments, agencies, directors, officers, employees, and agents whether employed directly or indirectly by Indemnitor.
5. **TERM:** This Agreement shall commence on the Effective Date defined in Section 7 of this Agreement and be for a period of five (5) years unless terminated as set forth in this Agreement.
6. **JURISDICTION:** Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party.
7. **EFFECTIVE DATE:** This Agreement shall become effective when signed by both Parties.
8. **TERMINATION:** Termination of this Agreement may be affected by either Party with thirty (30) days written notice to the other Party. Upon termination or withdrawal, the Parties shall return any property to its original owner.
9. **MODIFICATIONS:** Changes or modifications to this Agreement are not effective unless made in writing and signed by both Parties.

10. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded.
11. **SEVERABILITY:** The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect.
12. **GOVERNING LAW:** This Agreement shall be construed under the laws of the State of Arizona and applicable federal law.
13. **DISPUTE RESOLUTION:** If there is a dispute, the Parties agree to negotiate in good faith to resolve the matter.
14. **WORKER'S COMPENSATION:** The primary employer of an employee shall be solely liable for any workers' compensation benefits, which may accrue.
15. **NOTIFICATIONS:** Notices permitted or required to be given under this Agreement or under law shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other addresses as the parties may designate from time to time by notice given in accordance with this Section:

To SLPD: City of San Luis
1030 E. Union St.
PO Box 3720
San Luis, Arizona 85349

To YPD: City of Yuma
Attn: Police Chief
1500 South 1st Avenue
Yuma, Arizona 85364-1436

For City of Yuma:



Gregory K. Wilkinson,
City Administrator

Date Signed

For Yuma Police Department:

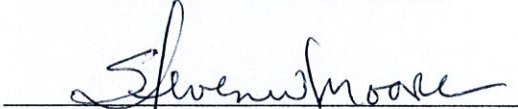


John Lekan,
Police Chief

11/24/15

Date Signed

APPROVED AS TO FORM:



Steven W. Moore
City Attorney

For City of San Luis:

Tadeo De La Hoya
Acting City Manager

Date Signed

ATTEST:

Lynda L. Bushong
City Clerk

For San Luis Police Department:

Victor Figueroa
Acting Chief of Police

Date Signed

APPROVED AS TO FORM:

Kay M. Macuil
City Attorney