



**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**BUREAU OF INDIAN AFFAIRS**  
**OFFICE OF JUSTICE SERVICES HOPI AGENCY**  
**P.O. Box 10**  
**Keams Canyon, Arizona 86034**



**Arizona Criminal Justice Information System User Agreement (ACJIS)**

**BETWEEN**

**BIA-Hopi Law Enforcement Services / Hopi Resource Enforcement Services**

This agreement is made and entered into by the BIA-Hopi Law Enforcement Services and the Hopi Resource Enforcement Services, under the authority of the Arizona Department of Public Safety (DPS) to exchange criminal history record information and/or criminal justice information as is available in the State of Arizona and/or the ACJIS network subject to the following conditions:

- A. Furnish ACIC/NCI ALETS/NLETS, MVD, authorized Criminal History Record information, and authorized criminal justice information, utilizing the Hopi Resource Enforcement Services Agency ORI #AZ009055Y.
  - The exchange of all information shall be in strict compliance with the federal and state law and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information, with all rules, policies, and procedures of the National Law Enforcement Telecommunications System (NLETS) for ACIC/NCIC and ALETS/NLETS policies.
- B. User agrees to assume full responsibility for the lawful use of any released criminal history record information and/or criminal information.
- C. Entering agency will enter any stolen vehicle/s/, missing person/s/, and article/s/ information into the ACJIS system utilizing the use of agency's ORI.
  - The entering agency will be responsible for validations of all entries made into the system. The entering agency agrees to keep such records on file for the purpose of conducting periodic audits conducted by the Arizona Department of Public Safety ACJIS Compliance Specialist Section, Access Integrity Unit.
- D. The Hopi Resource Enforcement Services agrees that the BIA-Hopi Law Enforcement Services may use of dissemination information concerning ACJIS transactions on the ACJIS network to provide assistance with active criminal investigations when such assistance is required by the investigating agency.

**E. Hard Copy Requests: The Hopi Resource Enforcement Services will be required to sign out for every hard copy requested for court purposes/s/ and/or Criminal History background for Criminal Investigation / Employment. The Hopi Resource Enforcement Services will be responsible for returning the hard copy to the BIA-Hopi Law Enforcement Services for proper disposal.**

- **Dissemination of MVD Hard Copies:** The Hopi Tribal Prosecutors Office has their own ORI, which allows them access into the ACJIS System. The Officer requesting for the information for court purposes shall log out hard copies of MVD files. The hard copy will be used to testify in court and shall not be entered as evidence. The hard copy shall remain with the officer and returned to the Telecommunication Officer for proper disposal.
- **The Officer is to follow the protocol established between the Hopi Tribal Prosecutor's Office and the BIA-Hopi Law Enforcement Services / Hopi Resource Enforcement Services to support and to prosecute case/s/ requiring the officer to testify. The guidelines will be followed to assure that the agencies will be in compliance with the set guidelines for dissemination of information obtained from the ACJIS network.**
  1. **Submit a copy of Ducas Tecum to Telecommunications Equipment Operator for MVD hard copies.**
  2. **Sign out for hard copy release.**
  3. **Review data on hard copy (As you will be required to testify from the hard copy)**
  4. **Take to court**
  5. **Return the hard copy to Communications to be properly destroyed.**

**Sanctions:**

- A. **Cancellation:** The BIA-Hopi Law Enforcement Services or Resource Enforcement Services may cancel this agreement upon thirty days notice to other party in writing.
  
- B. **Suspension of Services:** When any terms of this agreement are violated or reasonably appear to be violated, the BIA-Hopi Law Enforcement Services shall suspend services to the Hopi Resource Enforcement Services for a period of thirty days. The BIA-Hopi Law Enforcement Services shall resume information upon receipt of satisfactory assurance that such violations have been corrected or eliminated. If such violations have occurred, the entering agencies shall provide in writing what violations have occurred. This report shall be directed to the System Security Officer for the BIA-Hopi Law Enforcement Services.

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

ENTERING AGENCY: BIA-Hopi Law Enforcement Services

BY: \_\_\_\_\_  
Jamie Kootswatewa, Chief of Police

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

USER: Hopi Resource Enforcement Services

BY: \_\_\_\_\_  
Ronald Honyumptewa, Chief Ranger

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