

RESOLUTION NO. 2017-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER AND THE CHIEF OF POLICE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS), AND TO ASSIGN A SEDONA POLICE OFFICER TO PARTICIPATE ON THE ARIZONA GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE.

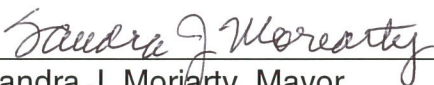
WHEREAS, two or more public agencies may enter into a mutual aid agreement with respect to law enforcement pursuant to A.R.S. § 13-3872: and

WHEREAS, the City of Sedona ("City") has determined it would enhance public safety, improve criminal investigations and prosecution of criminal offenses, and ensure the proactive use of gang intelligence within the City and throughout the Verde Valley area, as well as increase the crime prevention activities of the Sedona Police Department and its ability to further develop the performance capacity of its personnel through participation on the GIITEM State Gang Task Force; and

WHEREAS, the City has reviewed the terms of the proposed GIITEM State Gang Task Force agreement and determined that it qualifies as an intergovernmental agreement under A.R.S. § 11-952.B.


NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA that the City of Sedona, through its Mayor and Council, hereby approve the IGA with the DPS, being DPS Contract No. 2017-042, for participation on the GIITEM State Gang Task Force, according to the terms and conditions of the agreement, and authorizes its signature by the City Manager and Chief of Police.

PASSED AND ADOPTED this 13th day of June, 2017 by the Mayor and Council of the City of Sedona, Arizona.




Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement (“IGA”) is entered into between the State of Arizona through its Department of Public Safety (“DPS”) and the Sedona Police Department, hereinafter referred to as “Agency”.

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer (“Officer”), to DPS and its Gang & Immigration Intelligence Team Enforcement Mission “GIITEM”, on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the Officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow the Officer to maintain all benefits, rights, and privileges available to the Officer as if they were assigned on a full-time basis to the Agency. The Officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the Officer) for seventy-five (75%) percent of payroll expenses of the Officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer’s workman’s compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the Officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of

DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the Officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: Officers' annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the Officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's Officer. The Officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The Officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

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.

V. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any Officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the Officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned Officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned Officer who undergoes testing. The Officer may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including Officers' time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit its Officers to work outside of its regular jurisdictional boundaries.

X. 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.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency Officers covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the Officers' assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The duration of this IGA shall be the fiscal year, July 1st through June 30th, beginning July 1, 2016, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. 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.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

Criminal Investigations Division Assistant Director
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Chief of Police
Sedona Police Department
100 Roadrunner Drive
Sedona, Arizona 86336

XVII. VALIDITY

This document contains the entire agreement 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 agreement is held to be invalid, the remaining provisions shall not be affected.

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

STATE OF ARIZONA

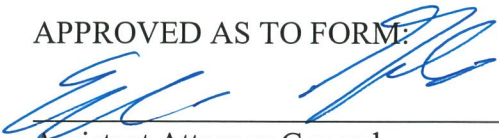


Frank L. Milstead, Colonel
Director, Arizona Department of Public Safety

4-20-17

Date

APPROVED AS TO FORM:



Assistant Attorney General

4/20/17

SEDONA POLICE DEPARTMENT



David McGill, Chief

6/15/17

Date

**MEMORANDUM OF UNDERSTANDING
THE SEDONA 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 Sedona Police Department, hereinafter referred to as “SPD”.

I. PURPOSE

This MOU defines the roles and responsibilities of the DPS and the SPD relative to the access and use of the Arizona gang database maintained by the DPS, hereinafter referred to as “AZ GangNet”.

Whereas, the SPD seeks access and use of the AZ GangNet; and

Whereas, the DPS is willing to provide such services on the condition that the SPD 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 SPD is authorized and empowered to enter into this MOU pursuant to _____.

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 SPD 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 SPD agrees to provide an administrative contact who assumes the leadership role in organizing and coordinating the SPD users and the information collection activities of the SPD. The SPD agrees to populate the AZ GangNet database with gang members and gang associates. The SPD 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 SPD 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 SPD will maintain operational control and system supervision over their agency users. The SPD 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:

Lt. Colonel Ken Hunter
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Chief David McGill
Sedona Police Department
100 Roadrunner Drive
Sedona, Arizona 86336

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.

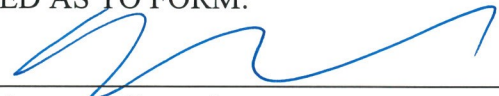
ARIZONA DEPARTMENT OF PUBLIC SAFETY



Frank L. Milstead, Colonel
Director

4-26-17
Date

APPROVED AS TO FORM:



Assistant Attorney General

4/20/17
Date

SEDONA POLICE DEPARTMENT



David McGill, Chief

6/5/17
Date



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 NOT to be taken to court. AZ GangNet records are NOT 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



Arizona GangNet Policy & Procedures

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.



Arizona GangNet Policy & Procedures

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



Arizona GangNet Policy & Procedures

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 minimum 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.



Arizona GangNet Policy & 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:

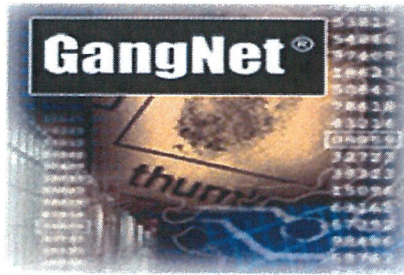
- 2.12.2. Letter of censure.
- 2.12.3. Temporary suspension from the system.
- 2.12.4. Removal from the system.

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.



Arizona GangNet Policy & Procedures

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



Arizona GangNet Policy & Procedures

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



Arizona GangNet Policy & Procedures

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.