

RESOLUTION NO. R17-2013

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT- IDAHO NON-CRIMINAL JUSTICE AGENCY ACCESS AGREEMENT.

WHEREAS the City of Kuna has passed Ordinance No. 2012-09 requiring fingerprints and criminal background checks on applications for Solicitors and Peddlers; and

WHEREAS the City of Kuna has passed Ordinance No. 2011-18 requiring fingerprints and criminal background checks on applications for taxi drivers; and

WHEREAS the State of Idaho by and through the Idaho State Police administers the criminal history records, and it is required by federal law to provide for conditions for the release of the criminal history records, and by doing so it has created said agreement for the City's approval.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 4thday of June 2013.

APPROVED BY THE MAYOR of Kuna, Idaho this 4thday of June 2013.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



Idaho Non-Criminal Justice Agency (NCJA) Access Agreement

Agency NAME: _____

Authorizing STATUTE or PROGRAM: _____

This Access Agreement sets forth the conditions governing a non-criminal justice agency's (hereafter referred to as NCJ Agency) access to Criminal Justice Information as an Authorized Recipient either as a nongovernmental entity authorized by federal statute or executive order or as a government agency authorized by federal statute, executive order or state statute by the United States Attorney General to receive Criminal History Record Information (CHRI) for non-criminal justice purposes.

In an effort to decentralize criminal history records and to permit the exchange of those records by states with varying statutes or policies, the National Crime Prevention and Privacy Compact Act of 1998 was signed into law in 1999. The Compact facilitates electronic information sharing among the Federal Government and the states and permits the exchange of criminal history records for non-criminal justice purposes. The designated Criminal History Repository Manager has the responsibility to ensure adherence to established federal and state procedures and policies in the state.

The information provided through agency access includes, but is not limited to, information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release.

The current versions of the following documents are incorporated by reference and made part of this agreement:

1. *FBI CJIS Security Policy*
2. *Title 42, USC Chapter 140, II §14616, The National Crime Prevention and Privacy Compact Act*
3. *Title 28, Code of Federal Regulations, 20.33(a)*
4. *Title 42 USC-Sec. 5119a Public Law 92-544*
5. *Idaho Code Title 67, Chapter 30, Criminal History Records and Crime Information*
6. *Public Law 103-209, National Child Protection Act of 1993*
7. *Public Law 105-251, Volunteers for Children Act of 1998*

I. Responsibilities

1. Idaho State Police, as administrator and CSA (IdC §67-3008)
2. To fulfill its responsibilities provides the following services to the NCJ Agency will:
 - a. Provide the conduit by which NCJ Agencies submit fingerprints for State and Federal criminal history background checks.
 - b. Provide criminal history records to governmental and nongovernmental agencies for non-criminal justice purposes allowed by Federal statute, Federal Executive order, or a State statute that has been approved by the Attorney General, that authorizes national background checks.
 - c. Conduct compliance audits.

3. NCJ Agency

To ensure continued access, the Agency agrees to adhere to all applicable state laws and CJIS Security Policy requirements in the referenced documents, including, but not limited to the following:

- a. All agencies shall create and maintain written policies and procedures specific to the use, handling and dissemination of non-criminal justice applicant CHRI. Agency personnel shall receive training on agency procedures for CHRI, including possible penalties for intentional misuse or unauthorized dissemination.
- b. The NCJ Agency will maintain a system of records which establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of criminal history records received from the ISP and FBI for non-criminal justice purposes.
- c. The NCJ Agency will comply with all audit requirements for access to state and federal criminal history record information.

II. Security

Each Agency is responsible for maintaining appropriate security measures to the physical security of criminal history records; personnel security that may include background screening; technical security to protect against unauthorized use; and data security to include use, handling and dissemination of non-criminal justice applicant CHRI.

Security standards, covering personnel, physical and technical security, as well as user authorization and dissemination are documented in the *CJIS Security Policy*.

III. Policy Violations

Exchange of records and information is subject to CANCELLATION if dissemination is made outside receiving departments or related agencies or as otherwise allowed by law. Furthermore, depending upon the nature of the offense and the identity of the offender, federal or state crimes may be charged for the willful, unauthorized disclosure of CHRI.

IV. Indemnification

The NCJ Agency agrees to indemnify and hold harmless members, employees, agents and/or representatives of the Idaho State Police from and against any and all claims, demands, actions, suits, and proceedings including, but not limited to, any liability for damages by reason of, or arising out of, any false arrest or imprisonment or any cause of action whatsoever; and from any loss, cost, expense, or damage resulting and arising out of, or involving any acts by others unless solely caused by ISP personnel or its agents.

The Idaho State Police agree to indemnify and hold harmless members, employees, agents and/or representatives of the NCJ Agency from and against any and all claims, demands, actions, suits, and proceedings including, but not limited to, any liability for damages by reason of, or arising out of, any false arrest or imprisonment or any cause of action whatsoever; and from and against any loss, cost, expense, or damage resulting and arising out of, or involving any acts by others unless solely caused by the NCJ Agency.

V. Acknowledgment and Certification

As the head of an NCJ Agency I hereby acknowledge the duties and responsibilities as set out in this agreement. I acknowledge that these duties and responsibilities have been developed in accordance with the FBI CJIS Security Policy and the National Crime Prevention and Privacy Compact Council in order to ensure proper exchange of criminal history records for non-criminal justice purposes. I further acknowledge that a failure to comply with these duties and responsibilities may result in imposition of sanctions against the NCJ Agency.

I hereby certify that I am familiar with all applicable documents that are part of this agreement and to all applicable state and federal laws and regulations relevant to the receipt and dissemination of Criminal History Record Information provided to the agency in response to a licensure or employment fingerprint background request.

This agreement is a formal expression of the purpose and intent of both parties and is effective when signed. It may be amended by the deletion or modification of the provisions contained therein, or by the addition of new provisions, after written concurrence of both parties. The "Acknowledgment and Certification" is being executed by the Agency Head in both an individual and representative capacity. Accordingly, this agreement will remain in effect after the Agency Head vacates his/her position or until it is affirmatively amended or rescinded in writing. This agreement does not confer, grant, or authorize rights, privileges, or obligations to any third party.

NCJ AGENCY HEAD:

Signature

Date

Printed Name/Title*

Agency

Criminal History Repository Manager:

Signature

Date

Dawn A. Peck, Bureau of Criminal Identification Manager
Idaho State Police

*The Criminal History Repository Manager must be notified when the NCJ Agency Head vacates his/her position. The name and telephone number of the acting or new Agency Head, when known, must be provided and a new agreement executed



Idaho State Police

Service Since 1939



Colonel Ralph W. Powell
Director

Bureau of Criminal Identification

C.L. "Butch" Otter
Governor

RECEIVED

May 14, 2013

TO: All Agencies that submit federal applicant fingerprint background checks

BOISE CITY CLERK

Idaho agencies that submit fingerprints to the Idaho State Police (ISP) Bureau of Criminal Identification (BCI) for criminal history record checks as part of licensure or employment applications authorized by federal, state or local statutory authority or by participation in the Idaho National Child Protection Act (NCPA) Program, are receiving this letter as notice of a change in policy.

The National Crime Prevention and Privacy Compact governs the exchange of criminal history record information for noncriminal justice purposes (applicant licensure or employment) and requires participating agencies to adhere to system standards concerning record dissemination, use, security and other duly established standards.

As part of the BCI's strategy to comply with Title 28 of the Code of Federal Regulations regarding the use of criminal history background information and the sharing of such information with noncriminal justice agencies, the bureau is implementing a user agreement which defines the relationship between your agency and the BCI. It is the purpose of this agreement to ensure that agencies receiving criminal history record information understand the requirements for participation in this exchange and that the sensitive information is accessed, stored and disseminated in a manner that ensures the integrity and security of such records.

Please read, sign and return the attached agreement to BCI by June 15, 2013. We will return a fully executed copy to you for your files. A signed copy of this user agreement must be maintained by your agency and be re-executed with any change of agency head.

If you have questions regarding the agreement or your agency's participation in the exchange of state and federal criminal history record information, please contact Leila McNeill, BCI Operations Manager at 208-884-7133 or Leila.mcneill@isp.idaho.gov.

Sincerely,

Dawn Peck, CPM
Bureau of Criminal Identification Manager

Enc. Applicant Agency User Agreement

700 South Stratford Drive, Suite 120 • Meridian, Idaho 83642-6251

EQUAL OPPORTUNITY EMPLOYER