

RESOLUTION NO. 1359

RESOLUTION APPROVING A USER AGREEMENT WITH THE IOWA  
DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the State of Iowa Department of Public Safety has provided the City of West Branch with an updated user agreement for use of the Iowa On-Line Warrants and Articles System (hereafter referred to as the IOWA System); and

WHEREAS, the purpose of this agreement is to specify the duties and responsibilities of the Department of Public Safety and the City of West Branch for the exchange of criminal justice and computerized criminal history information between the IOWA System and the West Branch Police Department; and

WHEREAS, the information provided by the IOWA System is critical to the performance of the West Branch Police Department; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement is hereby approved.

Passed and approved this 20th day of July, 2015.

  
Colton Miller, Mayor Pro Tem

ATTEST:

  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA  
DEPARTMENT OF PUBLIC SAFETY  
IOWA ON-LINE WARRANTS AND ARTICLES**

**USER AGREEMENT**

This Agreement is made and entered into by and between the Iowa Department of Public Safety (hereinafter referred to as DEPARTMENT), acting on behalf of the State of Iowa and the Iowa On-Line Warrants and Articles System (hereinafter referred to as the IOWA System), and a criminal justice agency (hereinafter referred to as the USER AGENCY).

**I. PURPOSE**

The purpose of this Agreement is to specify the duties and responsibilities of the DEPARTMENT, as the state criminal justice information services (CJIS) system agency responsible for the exchange of criminal justice and computerized criminal history information between the IOWA System, and the USER AGENCY. This Agreement provides for the DEPARTMENT to facilitate the interchange of information between systems such as NCIC, Nlets, Iowa DOT and IOWA System participants including the USER AGENCY.

**II. MUTUAL AGREEMENTS**

This Agreement is subject to the laws of the State of Iowa, the *FBI CJIS Security Policy* and applicable federal and state rules and regulations.

The DEPARTMENT agrees to provide IOWA System access and instructions to the USER AGENCY.

The USER AGENCY agrees to comply with all of the instructions.

The DEPARTMENT agrees to provide security for the IOWA System; and the USER AGENCY agrees to implement measures to ensure security of their equipment and systems used to access the IOWA System.

**III. SERVICE LEVELS**

It is the intent of the DEPARTMENT to provide 24x7 telecommunications service to the USER AGENCY.

If the USER AGENCY is subscribed to 24x7 service, the DEPARTMENT will make every effort to restore service as quickly as possible to the USER AGENCY, with a goal of no more than 24 hours after the outage is reported.

If the USER AGENCY is subscribed to Business Hours Only service, including web-based proxy service, the DEPARTMENT will make every effort to restore service to the USER AGENCY by close of business on the next business day.

As the DEPARTMENT obtains telecommunications services from third party vendors, if the problem lies with the telecommunications company, meeting these time frames may not always be possible.

The health and safety of DEPARTMENT staff as well as that of USER AGENCY staff and officers will always be taken into account when determining the appropriate time to dispatch DEPARTMENT staff to the USER AGENCY.

The USER AGENCY agrees to provide assistance to DEPARTMENT staff and telecommunications vendor staff when troubleshooting connectivity issues and in other instances as needed.

#### **IV. IMPLEMENTATION AND DURATION OF AGREEMENT**

This Agreement shall become effective upon its execution by the DEPARTMENT and USER AGENCY.

Unless otherwise terminated according to the provisions contained in Article VI herein, the agreement shall expire on June 30, 2018.

This Agreement shall be subject to amendment by written approval of both the DEPARTMENT and the USER AGENCY.

#### **V. CRIMINAL HISTORY**

The DEPARTMENT agrees to furnish, via the IOWA System, Criminal History Data (CHD), as defined in Chapter 692.1(6) of the *Code of Iowa*, and Criminal History Record Information (CHRI), as defined in Title 28, Chapter 1, Part 20.3(b) of the *Code of Federal Regulations*, to the USER AGENCY for the express purpose of the administration of criminal justice and criminal justice employment.

The USER AGENCY shall provide CHD/CHRI from the IOWA System to criminal justice agencies that do not have direct IOWA System access, in accordance with the IOWA System rules and regulations. The USER AGENCY and criminal justice agencies receiving CHD/CHRI, furnished pursuant to this agreement, agree that it will be used only for official purposes in connection with the prescribed duties of the criminal justice agency. The USER AGENCY and criminal justice agencies receiving CHD/CHRI information from the USER AGENCY agree to keep the information secure and confidential and abide wholly by the provisions of Chapter 692 of the *Code of Iowa* and Title 28, Chapter 1, Part 20 of the *Code of Federal Regulations*.

The USER AGENCY agrees to allow the DEPARTMENT access to all appropriate USER AGENCY records pursuant to this agreement and the provisions of Chapter 692.13 of the *Code of Iowa* and Title 28, Chapter 1, Part 20.21(e) of the *Code of Federal Regulations*.

#### **VI. LIABILITY**

The DEPARTMENT does not guarantee the accuracy of any information in the IOWA System not entered by the DEPARTMENT.

To the extent allowed by state law, the AGENCY agrees to jointly and severally indemnify and hold the DEPARTMENT, its successors and assigns harmless from and against all liabilities, loss, damage or expense, including reasonable attorney fees which the DEPARTMENT may incur or sustain by reason of the failure of the AGENCY to fully perform and comply with the terms and obligations of this Agreement. Nothing in this paragraph is to be construed to infer or create a right of action by any third party not otherwise permitted by Iowa law.

#### **VII. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice. If the USER AGENCY initiates the termination of this Agreement, then the USER AGENCY shall be liable to the DEPARTMENT for all delinquent payments and for all removal expenses.

The DEPARTMENT may deny electronic access to the IOWA System by the USER AGENCY whenever the USER AGENCY becomes more than thirty (30) days delinquent in payments for IOWA System access.

The DEPARTMENT may immediately terminate this Agreement whenever the USER AGENCY becomes more than sixty (60) days delinquent in payments for IOWA System access. The USER AGENCY shall be liable to the DEPARTMENT for all delinquent payments and for all removal expenses.

The DEPARTMENT may immediately terminate access by the USER AGENCY to the IOWA System whenever it is determined that the USER AGENCY has failed to comply with any instructions. Access may be re-installed upon the USER AGENCY providing the DEPARTMENT with satisfactory assurances that the improper procedures have been corrected. The USER AGENCY shall be liable to the DEPARTMENT for all costs associated with this action.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, then the USER AGENCY shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

#### DEFINITIONS

Instructions mean written directions regarding access to and use of information in the IOWA System. Such written directions include restrictions, rules and regulations, policies, guidelines and newsletters issued by the DEPARTMENT, whether adopted by the DEPARTMENT or from any other source such as statute, rule, regulation or FBI CJIS/NCIC mandate. A portion of these written directions are contained in the *IOWA Operating Manual* and cover the following topics: audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of the system and validation.

Criminal justice agency means: (1) courts; (2) a governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute or executive order, and which allocates a substantial part of its annual budget to the administration of criminal justice ('allocates a substantial part' has been interpreted to mean more than 50 percent by the originator of the Regulations).

Administration of criminal justice means: the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

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The USER AGENCY and the criminal justice agencies listed below have read, understand and agree to abide by the provisions set forth in this document.

**\*\* USER AGENCY \*\***  
**For the: West Branch Police Department**

SIGNATURE: Colton Miller  
Name: Colton Miller  
Title: Mayor Pro Tem  
Date: 6/21/15

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\* DEPARTMENT \*\***  
**For the Department of Public Safety:**

SIGNATURE: Leon Frederick  
Name: Leon Frederick  
Title: Chief, Technology Services Bureau  
Date: June 24, 2015

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\* USER AGENCY \*\***  
**For the:**

SIGNATURE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_