

**CITY CLERK
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04/10/2012



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**Phoenix Police Department
Intergovernmental Agreement**

This intergovernmental agreement ("Agreement") is made and entered into, this 10th day of April 2012, (the "Effective Date") by and between City of Glendale (hereinafter referred to as the "Participating Agency") and the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona, and its Police Department (hereinafter referred to as "PPD").

WHEREAS, the parties desire to enter into this Agreement on behalf of their respective law enforcement agencies to share law enforcement information for the purpose of enhancing the public safety, health, and welfare; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952 as authorized governing bodies, and for the City of Phoenix, pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

NOW, THEREFORE, the parties do hereby agree as follows:

I. Purpose

This Agreement sets forth the conditions governing the Participating Agency's use of the PPD Police Automated Computer Entry (PACE) system. This Agreement is intended to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer/public safety.

The Participating Agency agrees to abide by all rules, regulations and/or statutes and laws governing participation and use of criminal justice information, including but not limited to criminal history record information, received and disseminated from the PPD PACE system.

II. Method of Execution

This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

III. Effective Date/Duration

This Agreement will commence upon the Effective Date and continue in force for ten (10) years. The Participating Agency may terminate this agreement by providing sixty (60) days' prior written notice to the other party of its intent to terminate the other party's access to its records through the methods provided in this Agreement.

The PPD may terminate the Agreement without providing notice at any time for good cause, such as misuse or abuse of the PACE system.

IV. Notice

Any notice required or given pursuant to the Agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express service. Any time period stated on a notice will be computed from the time the notice is deemed received. Notices sent by facsimile transmittal will also be sent by regular mail to the recipient. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

To City: Judie V. Welch, Bureau Administrator
 Records and Identification Bureau
 Phoenix Police Department
 620 W. Washington Street
 Phoenix, Arizona 85003

To Agency: Steven Conrad, Police Chief
 City of Glendale Police Department
 6835 North 57th Drive
 Glendale, AZ 85301

V. Indemnification

The Participating Agency agrees to indemnify, defend and hold harmless the City of Phoenix, PPD, and any of its employees or officials from, and against any and all claims, demands, actions, suits and proceedings of any kind or nature including, but not limited to, claims arising out of false arrest or imprisonment, resulting from or involving any acts by or on the part of the Participating Agency with the use of the PACE system.

VI. Security

The Participating Agency agrees to:

- A. Conduct thorough background screening of personnel. State and national Criminal History Record Information fingerprint identification checks must be conducted for all Participating Agency PACE users.
- B. Abide by all ACJIS and NCIC security requirements as published by DPS.
- C. To be responsible for the physical security of all computerized equipment used to access the PPD PACE system.
 - 1) Ensure the access location is under the direct control and supervision of authorized personnel.

- 2) Ensure the access location is inaccessible to the public or persons not qualified to operate, view or possess PPD PACE system information.
- D. Cooperate with the PPD in any investigation into allegations of misuse of data contained in the PACE system.
- E. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating PPD PACE system policies and procedures.

VI. Financial Considerations

The Participating Agency is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to PACE.

VIII. Information Ownership, Release, and Accuracy

- A. Participating Agency and PPD retain control or properly dispose. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the originating member agency.
- B. Participating Agency and PPD acknowledge that the law enforcement data maintained in PACE consists of information that may or may not be accurate. Participating Agency and PPD do not warrant the accuracy of any of the information contained in PACE.
- C. Prior to taking any action based on information contained within PACE, the Participating Agency shall confirm the validity of said information with the PPD or submitting agency.

IX. Limitation of Liability

- A. For the purposes of worker's compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement for mutual aid in law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with provisions of A.R.S. § 23-1022(E) by posting the public notice required. Further, the personnel of either party to this Agreement will not for any purpose be considered employees or agents of the other party and each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

- B. Except for the purposes of worker's compensation as noted in the preceding paragraph of this Article, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this Agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should both parties under this agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this Agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this Agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance.
- C. Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this Agreement.

X. Dissemination Restrictions

Personal use of any data provided through the PPD PACE system is strictly prohibited. The sale any information obtained from PACE to any individuals, organization, government agency or corporation is strictly prohibited. The dissemination of any information obtained from PACE to any individual or organization that is not legally authorized to have access to the information is strictly prohibited.

XI. Suspension of Services

PPD reserves the right to immediately and unilaterally suspend the Participating Agency's access to the PPD PACE system when any terms of this Agreement are violated or, in the opinion of PPD, appear to have been violated. Such a suspended service shall only be resumed upon such terms and conditions, as the PPD shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by PPD.

XII. Responsibilities

A. The Participating Agency agrees to:

1. Query, access and use all information accessible in the PPD PACE system in strict compliance with Federal and State laws and regulations.
2. Maintain a log of all queries into the PACE system. This log shall include the name of the person who queried the system, the purpose of the query, the PPD Department Report number and the date of the query.
3. Submit a new agency application and sign a new Interagency Agreement upon a change in the Participating Agency Police Chief or Sheriff. Submission of new documentation shall take place within 60 days of said command change.

B. The City of Phoenix Police Department agrees to:

1. Make available to the Participating Agency electronic data processing software and equipment for the storage, manipulation and retrieval of information to be accessed by the Participating Agency for law enforcement purposes.
2. Provide training, system documentation, updates and other materials necessary to ensure the Participating Agency's ability to effectively utilize the PPD PACE system.
3. Authorize appropriate PACE access level(s) to the Participating Agency.

'A' Level Certification Required

_____ Outside Agency Supervisor Delete Capability.
Name index maintenance (delete/purge from name index), DPS maintenance, DPS pawnshop query, DPS query, name index query, and warrant/file stop delete.

_____ Outside Agency Supervisor Functions.
Same as above without to name index delete/purge capability.

_____ Outside Agency DPS Functions.
Name index query, DPS maintenance and query and DPS pawnshop query.

'B' Level Certification Required

_____ Outside Agency Maintenance Functions.
Name index maintenance, DPS pawnshop query, DPS query and warrant/file stop delete.

_____ Outside Agency Query Functions.
Name index query, DPS query and DPS pawnshop query.

XIII. Training

The Participating Agency is responsible for ensuring any person who accesses the PPD PACE system is trained and certified for the functions authorized to perform.

XIV. E-Verify and Scrutinized Business Operations

A. To the extent applicable under A.R.S. § 41-4401, each party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party's or its subcontractors' employees who work on the Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty.

B. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, each party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in A.R.S. § 35-391 and/or § 35-393, as applicable. If any party determines that another party submitted a false certification, that party may impose remedies as provided by law including terminating this Agreement.

XV. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Participating Agency and PPD.

XVI. Cancellation

The parties understand and acknowledge that each party may cancel this Agreement pursuant to A.R.S. § 38-511, Arizona Revised Statutes.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON
FOLLOWING PAGE.**

IN WITNESS WHEREOF the parties have executed the Agreement between Participating Agency and the City of Phoenix as of the date first written above.

City of Phoenix, a municipal corporation
duly organized and existing under the laws
of the State of Arizona
David Cavazos, City Manager

City of Glendale

By: _____
Joseph G. ~~Vahner~~, Acting Police
Chief

By: Horacio Skunk for

The attorneys undersigned have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to their respective public agencies, in accordance with A.R.S. § 11-952(d).

By: [Signature]
ACTING City Attorney

By: [Signature]
Attorney for City of Glendale

Attest:
By: _____
City Clerk

Attest:
By: [Signature]
City Clerk

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City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona
David Cavazos, City Manager

City of Glendale Police Department

By: *Joseph G. Yahner*
Joseph G. Yahner, Acting Police Chief

By: _____

The attorneys undersigned have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to their respective public agencies, in accordance with A.R.S. § 11-952(d).

By: *[Signature]*
City Attorney

By: _____
Attorney for City of Glendale

Attest:

Attest:

By: *C Meyer*
City Clerk *5/8/13*

By: _____
City Clerk

Approved as to form
[Signature]
ACTING City Attorney



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