Maricopa County
Adult Probation Department

Memorandum of Understanding for Data Exchange

This Memorandum of Understanding ("MOU") is between the MARICOPA COUNTY ADULT PROBATION DEPARTMENT ("MCAPD") at 620 W. Jackson Street, Phoenix, Arizona 85003, and the City of Glendale, an Arizona municipal corporation acting through the Glendale Police Department ("GPD"). MCAPD and GPD are referred to herein individually as "Party" and collectively as "Parties".

1. Purpose. This MOU is intended to allow the exchange of probation data and law enforcement data between MCAPD and GPD to enhance public safety in Maricopa County and the City of Glendale.

2. Effective Date. This MOU will become effective once fully executed by the parties.

3. Process to obtain data.

    a. Prior to any exchange of data, MCAPD requires a formal request in writing from the requesting agency listing the following:

        i. Contact information for a single project leader for the agency.

        ii. Contact information for a single technical leader for the agency.

        iii. How the agency will use the requested probation data.

        iv. The agency's willingness to participate in meeting concerning data exchanges (if need be.)

    b. MCAPD will provide each participating criminal agency with data file(s) containing data of its probation population. Generally, the data file(s) are updated on a daily basis as part of a data dump. MCAPD does not provide incremental data.

    c. Data is/will be posted on a file transfer protocol (FTP) site in standard text (.txt) files. MCAPD is unable to fulfill any custom build data requests and provides the same data to all participating agencies.

    d. GPD is advised of the following regarding the data:

        i. Although a termination date may be listed in the case record, it does not necessarily reflect the actual termination date of that individual from probation termination. The termination date, as listed, is only a projected/calculated field.

ii. Much of the data provided is dynamic and can be changed. Although, MCAPD takes measures to ensure that its data is accurate, there are occasions when the data may not have been updated. Prior to taking any action, the information garnered from these records must be verified via a phone call to MCAPD.

e. The FTP address, login, and password will be delivered to the Technical Leader.

f. A Data Dictionary is posted on the FTP site for help understanding the data layout of the files.

4. Reciprocity. MCAPD will only provide data to those agencies willing to allow access by MCAPD to their data. In most cases, if plausible, MCAPD would be interested in data listing contact that a police agency has with individuals on probation (i.e., arrests, field interrogations, departmental reports, etc.) Also, MCAPD would be interested in incident information from a police agency listing the crime in its jurisdiction. And, shape files of the police agency's beats or precincts. Such data shall only be provided as authorized by law.

5. Restrictions and terms for use of MCAPD data.

   a. The information provided pursuant to this MOU is solely for legitimate criminal justice use by the parties. Secondary dissemination to other agencies and individuals is prohibited. This restriction includes probation data on crime maps that may be released to the public if allowed by public records laws.

   b. GPD agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by the MCAPD.

   c. GPD will not use or resell data for the purpose of commercial solicitation of any individual named in the data.

   d. GPD will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with the personal identifiers set forth in Rule 123(j)(4), Rules of the Supreme Court of Arizona.

   e. GPD will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with the personal identifiers set forth in Rule 123(j)(4), Rules of the Supreme Court of Arizona.

   f. GPD agrees that the MCAPD may audit its compliance with the terms and conditions of the dissemination agreement and it will cooperate fully with any law enforcement investigation concerning the use of the data by GPD or any of its subscribers.

g. GPD agrees to provide its users only the most recent data obtained from the MCAPD.

h. Upon notice from the MCAPD, GPD agrees to remove from its files within two business days any data that has been amended, corrected, sealed, or otherwise restricted and notify its subscribers to do the same. The notice from the MCAPD shall identify the cases that are to be corrected, removed, or otherwise restricted.

i. GPD must enter a written subscriber agreement with each of its subscribers that specifically details the authorized uses of the data accessed, conditions access to lawful use, and includes a provision for immediate termination of the agreement in the event of improper use of the data. The agreement shall also require the subscriber to remove from its files any data that has been amended, corrected, sealed, or otherwise restricted, within two business days from receiving notice from GPD. The agreement shall further require the subscriber to provide a disclosure statement to each customer, client, or other third party at the time any of the data obtained under the agreement is provided, which states:

> The MCAPD, the custodian of bulk data, provides no warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the GPD and/or its subscribers, customers, clients, or other third parties to whom the data is supplied to verify the data obtained under this agreement with the official court records.

6. Indemnification. GPD agrees to defend, indemnify, and hold harmless the MCAPD, the supreme court, the court from which the data is disseminated, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred because of any claims, judgments, or executions arising out of any use made of the data obtained under the agreement.

7. Termination. MCAPD may immediately terminate the dissemination agreement at any time if, in the MCAPD sole discretion, the data is used improperly. In addition, this MOU may be terminated by either Party with or without cause, upon thirty (30) day written notice to the other Party. If not terminated before this date or extended by mutual agreement of the parties, this MOU shall terminate on December 31, 2014.

8. Insurance. GPD, as a public agency, is exempted from the minimum commercial general liability insurance requirement.

9. Cancellation. This MOU is subject to cancellation provisions pursuant to A.R.S § 38-511. MCAPD may cancel this MOU, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of MCAPD is, at any time while this MOU or any

extension is in effect, an employee or agent of GPD with respect to the subject matter of this Agreement.

10. None of the provisions of the MOU may be waived, changed or altered except in writing signed by both parties.

11. Notwithstanding any provision of the MOU to the contrary, MCAPD is not authorized to indemnify GPD.

12. No payment is due from MCAPD under the Agreement.

13. Pursuant to A.R.S. §§ 35-214 and 35-215, GPD shall retain all data, books and other records ("records") relating to this MOU for a period of five years after completion of the MOU. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, GPD shall produce the original of any or all such records.

14. GPD shall comply with Executive Order 99-4, 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. GPD 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.

15. Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and 35-393.06, both Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If either Party determines that the other Party submitted a false certification, that Party may impose remedies as provided by law including cancellation or termination of this MOU.

16. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

    a. Both Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

    b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breech of the MOU and both Parties may be subject to penalties up to and including termination of the MOU.

17. This MOU shall be construed in accordance the laws of the State of Arizona.

18. The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU 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.

19. Non-Availability of Funds. Every payment obligation of the State under this MOU 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 this MOU, this MOU 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.

20. This MOU contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOU shall be made only in writing and signed by the parties to this MOU.

21. Counterparts. The parties may execute this MOU in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

22. Project lead. GPD designates the following individual as the project lead:

    Name: Bryan Hill

    Title: Crime Analyst

    Email address: bhill@glendaleaz.com

23. Technical Lead. GPD designates the following individual as the technical lead:

    Name: Bryan Hill

    Title: Crime Analyst

    Email address: bhill@glendaleaz.com

24. Notices. Changes to the project or technical leads must be submitted in writing to MCAPD.

If to GPD:	Glendale Police Department Attn: Police Chief 6835 North 57th Drive Glendale, AZ 85301

With a copy to: Glendale City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

If to MCAPD: Maricopa County Adult Probation
Attn: Randy Tirado
620 West Jackson Street, Suite 3098
Phoenix, AZ 85053

Maricopa County Adult Probation Department

By: _____

Name: **Barbara Broderick**

Title: **Chief Probation Officer**

Date: 3-27-13

CITY OF GLENDALE, an Arizona municipal corporation

_____
Horatio Skeete, Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney