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**Phoenix Police Department  
Intergovernmental Agreement**

This intergovernmental agreement (“Agreement”) is made and entered into, this 27th day of July 2014, (the “Effective Date”) by and between Glendale Police Department (hereinafter referred to as the “Participating Agency”) and the City of Phoenix (“City”), 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 § 13-3872 and Title 11, Chapter 7, Article 3, Arizona Revised Statutes as authorized by their legislative or other governing bodies, and, for the City and Participating Agency individually, 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 Records Management System (RMS), Intergraph’s *InPursuit*, (access is to certain aspects of the RMS through web based solution known as “RMS Explorer”) 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 RMS

**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 RMS system. Otherwise, PPD may terminate this Agreement without cause upon providing sixty (60) days' prior written notice to the Participating Agency.

#### **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 mail (overnight) 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 mail (overnight) service. Any time period stated on a notice will be computed from the time the notice is deemed received. Notices sent by facsimile transmittal shall 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  
Lt Mark Tallman, SSO  
R & I/Central Booking Bureau  
Phoenix Police Department  
620 W Washington Street  
Phoenix, Arizona 85003

To Participating Agency  
Loretta Hadlock, Operations Manager  
Glendale Police Department  
6835 N 57<sup>th</sup> 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 in the exercise of this Agreement.

#### **VI. Financial Considerations**

The Participating Agency is responsible for sharing the cost of licensing and maintaining the necessary hardware and licensed software to RMS. The cost per user for access using RMS Explorer will be determined through a separate cost agreement. PPD will invoice agencies annually based on number of user accounts assigned to a Participating Agency. Upon any termination of this Agreement, the Participating Agency shall retain ownership of all equipment and other personal property Participating Agency acquired to access RMS, except any equipment and/or property Participating Agency acquired from City or PPD shall be returned to City or PPD.

#### **VII. 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 RMS users
- B. Abide by all Arizona Criminal Justice Information System (ACJIS) and National Crime Information Center (NCIC) security requirements as published by the Arizona Department of Public Safety (DPS).
- C. Be responsible for the physical security of all computerized equipment used to access the PPD RMS 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 RMS system information
- D. Cooperate with the PPD in any investigation into allegations of misuse of data contained in or utilized by the system
- E. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the local policies and procedures and/or the PPD RMS system policies and procedures

#### **VIII. Information Ownership, Release, and Accuracy**

- A. Participating Agency and PPD retain ownership and control of all of the information that they provide through the system at all times Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the agency that respectively owns and/or controls the information
- B. Participating Agency and PPD acknowledge that the law enforcement data maintained in RMS 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 RMS

#### **IX. Limitation of Liability**

- A. For the purposes of workers' 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 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 workers' compensation benefits Each party herein shall comply with the 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), workers' compensation and disability benefits

- B. Except for the purposes of workers' compensation as noted in Paragraph IX(A), herein, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorneys' fees) resulting from personal injury to any person, or damage to any property arising out of that party's 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 claims made by that party's employees incurred as a result of operations under this Agreement.

#### **X. Dissemination Restrictions**

Personal use of any data provided through the PPD RMS system is strictly prohibited. The sale of any information obtained from RMS 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 RMS 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 RMS system in strict compliance with Federal and State laws and regulations.
  2. Maintain a log of all queries into the RMS 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.
- B. The City of Phoenix Police Department agrees to
1. Make available to the Participating Agency electronic access for the 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 RMS system
3. Authorize appropriate RMS access to authorized users at the Participating Agency

### **XIII. Training**

The Participating Agency is responsible for ensuring any person who accesses the PPD RMS system is trained and certified for the functions that person is 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 warrant 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 this Agreement and may result in the termination of this Agreement by the non-breaching party Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor employees that use the criminal justice information resulting through the participation in this Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty

### **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**

In addition to the other provisions in this Agreement prescribing cancellation or termination, the parties understand and acknowledge that either 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

Participating Agency

Ed Zuercher, City Manager

By: [Signature]  
Daniel V Garcia, Chief of Police

By: [Signature]

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  
BXC

By: [Signature]  
Attorney for Glendale Police Department

Attest

Attest

By: [Signature]  
City Clerk

By: [Signature]  
City Clerk



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