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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

This Intergovernmental Agreement is entered into this 18th day of MARCH, 2015 by and between the CITY OF PHOENIX, ARIZONA, an Arizona municipal corporation ("Phoenix"), for and on behalf of the Phoenix Police Department ("PPD"), and the City of Glendale, Arizona, a municipal corporation ("Glendale"), for and on behalf of the Glendale Police Department ("GPD") (sometimes jointly referred to as the "Parties" and individually as a "Party").

I. RECITALS:

A. WHEREAS, the City of Phoenix is empowered, pursuant to A.R.S. §11-952, as amended, and Phoenix City Charter Chapter 2, Section 2 (i), to enter into this intergovernmental agreement and has, by ordinance, authorized the undersigned to execute this Agreement on behalf of Phoenix;

B. WHEREAS, the City of Glendale is empowered, pursuant to A.R.S. §11-952, as amended, and Glendale City Charter Article 1, Section 3, to enter into this intergovernmental agreement and has, by ordinance, authorized the undersigned to execute this Agreement on behalf of Glendale; and

C. 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.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained and described herein, the parties agree as follows:

II. AGREEMENTS:

1. PURPOSE

1.1 The purpose of this Agreement is to provide the means through which the parties will work together and share law enforcement data through the GeoSuite™ software platform. GeoSuite™ is a web-based, multimedia common operating solution that allows users to collect, report, and share information. A commercial product of SWMG Productions, Inc., doing business as nFocus Solutions® (hereinafter referred to as "nFocus"), GeoSuite™ offers data collection and outcome measurement software to the public sector. It improves situational awareness by facilitating collaboration and information sharing and analysis between users.

1.2 Phoenix currently holds a GeoSuite™ license from nFocus. In an effort to expand regional collaboration, Phoenix secured a Fiscal Year 2014 (“FY14”) reimbursable grant agreement with the Arizona Department of Homeland Security, the administering agency for federal grant funding from the United States Department of Homeland Security. The grant will reimburse Phoenix for procuring and maintaining the GeoSuite™ system for one year for three additional law enforcement agencies. Using funds from the FY14 grant, nFocus will provide an expansion of the current GeoSuite™ system to include Glendale.

1.3 At present, data from the Phoenix Police Department and the Phoenix Fire Department are aggregated in the Phoenix GeoSuite™ platform server and are displayed geographically for users. Glendale will aggregate its key information into its own GeoSuite™ platform server. Data from both the Phoenix GeoSuite™ platform and the Glendale GeoSuite™ platform will then be aggregated into a single Regional Common Operating Picture Aggregate platform server so the parties can then collaborate with each other during large public events or incidents. The first events intended for its use are the 2015 National Football League® (hereinafter “NFL”) Pro Bowl and NFL Super Bowl.

1.4 This Agreement will allow Glendale access to the GeoSuite™ platform through December 3, 2015. After using GeoSuite™ for that period, Glendale will make an operationally informed decision on whether or not to continue GeoSuite™ operations under its own funding.

1.5 Phoenix is responsible for funding the initial phase of the project using FY14 grant funds in exchange for access to Glendale data aggregated into the Regional Common Operating Picture Aggregate platform server. Phoenix will continue using GeoSuite™ on its own even after the initial 12-month period is over, regardless of the decision made by the additional three agencies. There is no guarantee the grant will fund any or all subsequent years unless funding is available and Phoenix applies for, and receives, a grant.

2. GLENDALE’S RESPONSIBILITIES

2.1 Glendale will conduct its operations in good faith with nFocus Solutions, Inc. and establish and maintain its own GeoSuite™ End User License Agreement with nFocus for the duration of the 12-month project. Maintenance of its own End User License Agreement beyond the initial 12-month period will be at the discretion of the City of Glendale.

2.2 Glendale will provide the necessary support to coordinate and establish the Information Technology (IT) and Computer Aided Dispatch (CAD) system interface for its own agency GeoSuite™ server. Glendale’s data will then be collected and made available to participants in this project through the Regional Common Operating Picture Aggregate platform server. The goal is to have Glendale’s GeoSuite™ server and the Regional Common Operating Picture Aggregate platform server operational in time to support the 2015 NFL Pro Bowl and NFL Super Bowl events. This level of support includes the following:

- Phone consultation
- Network planning meetings

- Phone calls and emails to coordinate CAD interface questions with IT staff and vendors
- On site coordination as needed
- Establishing VPN, firewall and port access to CAD and other related servers
- Access to jurisdiction GIS map sources
- Remote management of the GeoSuite™ servers
- Expediting of background checks for nFocus support (if AZ DPS background checks are not acceptable)
- Coordination of nFocus visits for testing purposes

2.3 Glendale will provide access to its CAD data, and any other law enforcement data it wishes to include in the Glendale GeoSuite™ platform in agreement with nFocus, Phoenix, and any other public safety agency involved in the Regional GeoSuite™ project, for the duration of the initial 12-month period. Access to the CAD data and any other law enforcement data provided beyond the 12-month period will be at the discretion of Glendale.

2.4 Glendale will notify Phoenix and nFocus in a timely manner regarding its decision to continue with the GeoSuite™ project under its own funding at the end of the initial 12-month period, December 3, 2015.

2.5 Glendale will take all action requested by Phoenix related to the execution of this Agreement, and to indemnify PPD to the extent required by Section 4 of this Agreement.

3. PHOENIX'S RESPONSIBILITIES

3.1 Phoenix will conduct its operations in good faith with nFocus and maintain its own GeoSuite™ license with nFocus for a minimum of the 12-months or during the life of the project. Maintenance of its own license beyond the initial 12-month period will be at the discretion of Phoenix.

3.2 Phoenix will provide the necessary support to connect its existing Phoenix GeoSuite™ server to the Regional Common Operating Picture Aggregate server and will develop the Regional Common Operating Picture Aggregate server for the benefit of Glendale. The goal is to have each party's GeoSuite™Server and the Regional Common Operating Picture Aggregate server operational in time to support the 2015 NFL Pro Bowl and NFL Super Bowl events. This level of support includes the following:

- Phone consultation
- Network planning meetings
- Phone calls and emails to coordinate interface questions with IT staff and vendors
- On site coordination as needed
- Establishing VPN, firewall and port access to related servers
- Access to jurisdiction GIS map sources
- Remote management of the GeoSuite™servers
- Coordination of nFocus visits for testing purposes

3.3 Phoenix will provide access to its CAD data, and any other law enforcement data it may include in the GeoSuite™ platform, to Glendale for the duration of the 12-month period. Access to the CAD data and any other law enforcement data provided beyond the initial 12-month period will be at the discretion of Phoenix.

3.4 Phoenix will utilize funding from the related FY14 grant to fund the Regional GeoSuite™ integration project for the initial 12-month period. Use of these funds will be in compliance with the guidelines established by the U.S. Department of Homeland Security Grant Program and the Arizona Department of Homeland Security. Procurements made will be in compliance with City of Phoenix procurement policies.

4. INDEMNIFICATION

4.1 To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

4.2 Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

5. DURATION

5.1 Term. The term of this Agreement shall begin on the date executed and approved by both parties and shall remain in effect until December 3, 2015, unless terminated sooner pursuant to the terms of this Agreement.

6. GENERAL PROVISIONS

6.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

6.2 Legal Worker Requirements. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee,

such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6.3 Notices. All notices, demands and communications given or to be given, by either party to the other, shall be given in writing, by certified mail, and shall be addressed to the parties at the addresses hereinafter set forth, or at such other address as the parties may by written notice hereafter designate. All notices shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail, whichever date is earlier. Notices shall be addressed as follows:

Phoenix: Joseph G. Yahner, Police Chief
Phoenix Police Department
620 West Washington Street, 4th Floor
Phoenix, Arizona 85003-1611
Phone: (602) 262-7000
Fax: (602) 495-0356

Glendale: Debora Black, Chief of Police
Glendale Police Department
6835 North 57th Drive
Glendale, Arizona 85301
Phone: (623) 930-3229
Fax: (623) 931-2103

6.4 Construction. Paragraph headings and captions appearing with this Agreement are for convenient reference only and in no respect define, limit or describe the scope or intent of this Agreement or the provisions of such sections.

6.5 Binding Effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

6.6 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

6.7 Governing Law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

6.8 Modification. This Agreement may be modified only by mutual written agreement of the parties.

6.9 Independent Contractor; Organization Employment Disclaimer; No Agency.

(a) Each Party is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. Glendale's employees shall not be considered employees of the Phoenix, and Phoenix's employees shall not be considered employees of Glendale. Neither Glendale or Phoenix personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

(b) Each Party shall assume 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 income taxes and social security), wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums. Neither Party shall have any authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement to bind the other Party to any obligation whatsoever.

6.10 Service Marks and Trademarks. Neither party shall use any service marks, trademarks, logos or other identifying marks of the other party without the express written approval of the other party. The use of any marks must comply with the requirements of the party that owns the mark, including using the "®" indication of a registered trademark or "™" if the mark is not formally registered but claimed by the owner.

6.11 Cancellation for Non-appropriations. The parties recognize that this Agreement may depend upon appropriation of funds. If either party fails to appropriate the necessary funds, or if the appropriation for this Project is reduced during the fiscal year, the affected party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The parties agree to notify each other as soon as reasonably possible after the affected party knows of the loss of funds.

6.12 Non-liability of Officials and Employees. No official, officer or employee of either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by either Phoenix or Glendale of any obligation under the terms of this Agreement.

6.13 Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. Provided no notice of termination

of this Agreement has been given by either party to the other, if it is feasible under the terms of this Agreement each party shall continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree pursuant to A.R.S. § 12-1518 and A.R.S. § 12-133 to abide by arbitration as may be required.

6.14 Headings. The headings contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

6.15 Entire Agreement. This Agreement along with its Exhibits constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

7. **RECORDS, CONFIDENTIALITY AND DATA SECURITY**

7.1. Audit/Records. To the extent required by A.R.S. §35-214, the parties agree to retain all books, accounts, reports, files and other records relating to this Agreement and to make such records available at all reasonable times for inspection and audit by the Phoenix or Glendale or any of their authorized representatives, during the term of this Agreement and for five years after the completion of the Agreement.

7.2 Confidentiality and Data Security.

(a) All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to either party in connection with this Agreement is confidential, proprietary information owned by the transmitting party and shall be marked accordingly. Except as specifically provided in this Agreement, the parties shall not disclose data generated in the performance of the Services to any third person without the prior written consent of their respective City Manager, or his/her designee.

(b) All data, including personally identifying information, financial account information, or other restricted information collected, obtained or transmitted to either party in connection with this Agreement shall be protected and secured in accordance with federal, state and local law. The parties shall also comply with any City policy that may be implemented related to protecting or securing such data, provided such policy is communicated in. The parties reserves the right to audit the procedures used to ensure that data collected or obtained in connection with this Agreement is secure.

(c) Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the parties must encrypt and/or password protect

electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(d) When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed, as determined by the parties.

(e) In the event that data collected or obtained by either party in connection with this Agreement is believed to have been compromised, the parties shall notify each other promptly. The parties agree to reimburse for any costs incurred by the injured party to investigate breaches of this data that are determined to have been caused by negligent acts or omissions and, where applicable, the cost of notifying individuals who may be impacted by the breach.

(f) The parties agree that the requirements of this Section 7.2 shall be incorporated into all subcontractor/subconsultant agreements entered into by either party. It is further agreed that a violation of this Section 7.2 shall be deemed to cause irreparable harm that justifies the injured party seeking injunctive relief in court. A violation of this Section 7.2 may result in immediate termination of this Agreement.

(g) The obligations of the parties under this Section 7.2 shall survive the termination of this Agreement.

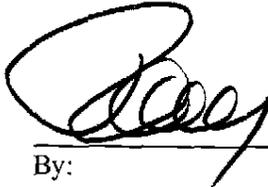
7.3 Public Records Laws. Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge that they are subject to A.R.S. §§ 39-121 through 39-128 regarding public records. Any provision concerning confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

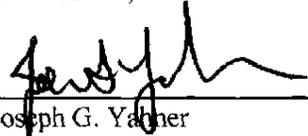
[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR GLENDALE:

FOR PHOENIX:


By: _____

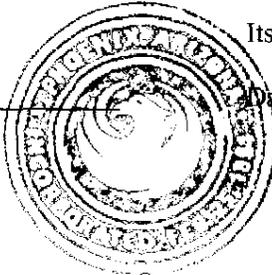
ED ZUERCHER, CITY MANAGER

By: Joseph G. Yalmer

Its: City Manager

Its: Police Chief

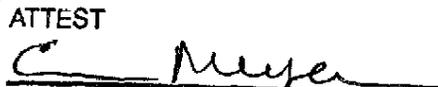
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Date: 3-16-15



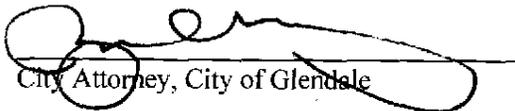
ATTEST

City Clerk

ATTEST

CITY CLERK

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge that (1) they have reviewed the above Agreement on behalf of their respective client(s) and (2) as to their respective client(s) only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


City Attorney, City of Glendale


Acting City Attorney, City of Phoenix EPW

Date: February 25, 2015

Date: 3/9/15

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CITY CLERK DEPT.