AZLink - Northern Arizona Region

INTERGOVERNMENTAL AGREEMENT

BETWEEN

MARICOPA COUNTY

ON BEHALF OF THE
MARICOPA COUNTY SHERIFF'S OFFICE

AND THE

TOWN OF PRESCOTT VALLEY

ON BEHALF OF THE
PRESCOTT VALLEY POLICE DEPARTMENT

FOR SHARING LAW ENFORCEMENT INFORMATION

(AZLink Northern Region - LE IGA - v001 20100528)

This Intergovernmental Agreement ("IGA") is made and entered into this 23rd day of September, 2010, by and between Maricopa County, on behalf of the Maricopa County Sheriff's Office (MCSO), a law enforcement agency duly organized and existing under the laws of the State of Arizona, and the Town of Prescott Valley, on behalf of the Prescott Valley Police Department (PVPD), a law enforcement agency duly organized and existing under the laws of the State of Arizona.

WHEREAS, the MCSO and the PVPD, pursuant to A.R.S. §13-3872, in accordance with the provisions of A.R.S. Title 11, Chapter 7, Article 3, and as authorized by appropriate action of the governing body for each party, desire to enter into this agreement on behalf of their respective agencies for the purpose of sharing of law enforcement information, and

WHEREAS, implementation of this Intergovernmental Agreement will substantially further the public safety, health, and welfare:

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

ARTICLE I. PURPOSE

The purpose of this agreement is to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities. The objective of the collaborative peer relationship described in this IGA is to facilitate sharing of regional law enforcement information among federal, state, local, and tribal law enforcement partners. Through this

relationship, the parties intend to capture the cumulative knowledge of regional law enforcement agencies at all levels in a systematic and ongoing manner to maximize the benefits of information gathering and analysis needed to respond to criminal threats, to support law enforcement activities, and to enhance public safety and enforce protection of the Nation's critical infrastructure in Arizona.

The Maricopa County Sheriff's Office has assisted in the design and implementation of a program known as AZLink. AZLink is a consortium of law enforcement agencies that have agreed to a method of sharing law enforcement information that permits electronic access to confidential law enforcement information.

The Maricopa County Sheriff's Office will represent the AZLink Northern Arizona Region (known as the regional agency) and will work with the AZLink Eastern Arizona Region, the AZLink Southern Arizona Region, and the AZLink Central Arizona Region to implement standard information sharing practices, policies, procedures, and security. The Maricopa County Sheriff's Office will be working with law enforcement agencies in Northern Arizona (known as "Client Agencies") to connect these agencies into the AZLink program.

The Maricopa County Sheriff's Office will oversee a board that includes client agencies as members for the purpose of developing regional programs, insuring compliance of standards, policies, procedures and security. The Maricopa County Sheriff's Office will also have membership on the AZLink State Oversight Committee. The committee will oversee all regional law enforcement information sharing programs across the state.

The AZLink State Oversight Committee will also work with federal agencies and other states on developing information sharing programs and creating standard Memorandums of Understanding (MOUs). Each AZLink Region, under the authority of the representative regional law enforcement agency, will have binding authority to execute agreements. The AZLink Regions will work with their client agencies to ensure compliance with federal and state agreements.

This IGA represents an agreement between the AZLink Northern Arizona Region, under the authority of the Maricopa County Sheriff's Office, and the Client Agency.

Regional Law Enforcement Systems (known as RLES) have been developed and are being implemented throughout Arizona. These systems will be centrally managed by the AZLink regions. Each region will connect local client agencies to the RLES. Through the RLES, client agencies will have access to information from other client agencies.

This agreement adds the Prescott Valley Police Department as a Client Agency in the AZLink Northern Arizona Region RLES, to share law enforcement information administered by the Maricopa County Sheriff's Office and to have access to information from other client agencies participating in the AZLink program.

ARTICLE II. DEFINITIONS

AZLink - Northern Arizona Region

A. "Client agencies" are law enforcement agencies participating in AZLink. Federal and non-Arizona state agencies may also be considered client agencies.

B. "Regional agency" in this agreement refers to the AZLink Northern Arizona Region. The Maricopa County Sheriff's Office is the Administering Agency for the AZLink Northern Arizona Region.

Administering Agencies for other regions in the AZLink network are:

Mesa Police Department for the Eastern Arizona Region;
Tucson Police Department for the Southern Arizona Region; and
Phoenix Police Department for the Central Arizona Region.

C. "RLES" means the regional law enforcement systems that will be used for sharing law enforcement information across regions, across states, and with federal agencies.

D. "Background screening" means a background investigation that is fingerprint-based including checks of both the state and national criminal history repositories.

ARTICLE III. EFFECTIVE DATE AND TERM

This agreement will become effective upon the day a fully executed agreement is filed with the Office of the Secretary of State or the Maricopa County Recorder's Office as required by A.R.S. §11-952. The agreement shall continue in force as a pilot program until September 1, 2011, or until either agency provides sixty (60) days prior written notice to the other agency of its intent to terminate the other agency's access to its records through the methods provided in this agreement.

ARTICLE IV. CANCELLATION

Pursuant to A.R.S. § 38-511, the state, its political subdivisions, or any department or agency of either, may cancel this contract within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation of the agreement shall be effective upon written notice as provided in A.R.S. § 38-511.

ARTICLE V. DATA ACCESS AND SECURITY REQUIREMENTS

A. Access to other client agencies' law enforcement information will be provided utilizing the TCP/IP communications protocol over a network segment maintained by the Arizona Department of Public Safety or any other secure network configuration that is mutually acceptable to the client agencies and that meets state and federal security requirements. The law enforcement information shall be available on a 24 hours per day, 7 days per week basis,

with downtime limited to those hours required for any necessary system maintenance activities. Agencies agree to inform each other in advance, whenever possible, of scheduled system downtimes.

B. Data will be shared with member agencies that have entered into an agreement with a regional agency. No client or regional agency will share information gained through this system with an agency that is not a client agency, except by permission of the agency originating the information.

C. Client and regional agencies agree to enforce and maintain security requirements and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy, and regional agency Memorandums of Understanding (MOUs) with federal and state agencies. Exceptions to the above policy shall not be implemented by any client agency without the approval of the regional agency and the AZLink State Oversight Committee.

D. Client and the regional agencies acknowledge that the law enforcement information hosted by the RLES shall be used for law enforcement purposes only, and that only law enforcement agency employees that have passed a background screening will be allowed access to the systems.

E. If at any time any client agency violates the requirements of this agreement in regards to sharing of information, the regional agency connecting that client agency may disconnect the client agency. Except in the case of a critical emergency, access shall not be terminated by a regional agency until the offending client agency has been provided with sixty (60) days written notice of the violation and the opportunity to correct the violation.

F. If at any time any client agency believes that another agency is allowing unauthorized access to or use of the client agency's data, the client agency may withdraw from the shared data system. Except in the case of a critical emergency, a client agency shall not withdraw from the system until the offending agency has been provided with sixty (60) days written notice of the violation and the opportunity to correct the violation.

G. All disputes concerning access shall be determined by agreement among the agencies of the region. In the absence of agreement, the data sharing link of the offending agency shall be terminated.

ARTICLE VI. INFORMATION OWNERSHIP, RELEASE, AND ACCURACY

A. Client and regional agencies retain control of all information they provide through the system at all times. Any request for access to information hosted by the RLES that is not authorized under current agreements will be referred to the agency originating the information being requested. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the originating agency.

B. Agencies acknowledge that the law enforcement data provided by the RLES consists of information that may or may not be accurate. To the extent permitted by law, agencies agree to hold the originating agency blameless for any harm that may arise due to the inaccuracy of any information they have submitted.

C. All participating agencies have the sole responsibility to ensure that information it makes available to the agencies via the RLES was not obtained and is not being maintained in violation of any applicable federal, state, or local law applicable to the obtaining component. In addition, all participating agencies have the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to the posting of its information for access via the RLES.

D. Each client agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information that it contributes to an AZLink regional agency. Should a client agency receive a challenge to or reasonable question about the accuracy of client agency information, the client agency will notify the AZLink regional agency and the AZLink State Oversight Committee in writing as soon as is practicable.

E. Any requests for reports or information to the AZLink regional agency from anyone other than a party to this IGA will be directed to the appropriate owning agency.

F. AZLink regional information may be accessed and used by agencies for official criminal law enforcement and national security purposes only. AZLink regional information cannot be accessed or used for any other purpose, including general licensing, employment, eligibility for federal or state benefits, and background investigations. All agencies will protect information from disclosure to the greatest extent possible consistent with the Freedom of Information Act, the Privacy Act of 1974, any other applicable laws and applicable compulsory processes (such as a court order). All agencies will notify the AZLink regional agency and the AZLink State Oversight Committee immediately upon becoming aware of any lawsuit, proceeding, or information demand brought in state or federal court seeking access to agency information, in either verbatim or derivative form.

G. The regional agency will ensure that client agencies restrict access to information obtained under the terms of this IGA to only those authorized supervisors, law enforcement officers, intelligence research specialists, employees, agents, representatives, task force members, contractors/subcontractors, or consultants who require access to the information described in this IGA to perform their official duties. There shall be no unauthorized access to the information contained in or accessible through the RLES.

H. To the extent that the RLES contains information covered by the Bank Secrecy Act (31 U.S.C. § 5311 et. seq.), each participating regional and client agency will sign a separate agreement acknowledging that they will not further disseminate such information to any party without prior written authorization from Immigration and Customs Enforcement (ICE). ICE will provide each agency a standard agreement containing this acknowledgment. The

failure of any agency to sign the agreement will result in all Bank Secrecy Act information being removed from the RLES.

I. All participating agencies acknowledge that information, including analytical products derived therefrom, may not be used as a basis for action or disseminated for any other purpose or in any other manner outside the agency that accessed the information, unless that agency first obtains the express permission from the owning agency. Specifically included within this prohibition is any inclusion of information in an official investigative or case file, or any use of information in the preparation of judicial processes such as affidavits, warrants, or subpoenas. Agency users of information may not print or electronically retain information without obtaining permission from the owning agency. When information is summarized or otherwise documented, the AZLink regional or client agency will document the owning agency.

J. All supervisors, law enforcement officers, intelligence research specialists, employees, agents, representatives, task force members, contractors/subcontractors, or consultants of the agencies with access to the information will be properly advised of the rules governing the handling of data, including specialized handling necessary for data on citizens and lawful permanent residents of the United States.

K. When alerted to any attempts to gain inappropriate access to data, client agencies shall report such events in a timely manner to the AZLink regional agency and the AZLink State Oversight Committee. Reporting such events should be done as soon as reasonably practicable, and in any case, not later than 24 hours after the client agency becomes aware of any breach of privacy or security.

ARTICLE VII. FINANCIAL CONSIDERATIONS

A. Each regional and client agency is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to participate in this system. Nothing included in this agreement requires any agency to fund the activities of any other agency. During the course of the pilot program that ends on September 1, 2011, there will not be a charge to client agencies. Ongoing maintenance and administration for the AZLink Northern Arizona Region will be provided by the Maricopa County Sheriff's Office at no charge during the pilot program. Thereafter, costs will be prorated between participating agencies as specified in a separate Regional Service Agreement for the AZLink Northern Arizona Region.

B. Regional and client agencies may individually or collectively apply for grant funding. Any joint grant funding which may result from such applications will be considered to be outside of this agreement. Such monies shall in no way be controlled by or fall under the jurisdiction of this agreement.

ARTICLE VIII. 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). The primary employer 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.

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 providing protection.

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.

ARTICLE IX. INDEMNIFICATION

To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other parties, their officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional or negligent.

ARTICLE X. E-VERIFICATION OF EMPLOYEES

The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge:

(1) That they and their subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

(2) That a breach of a warranty under subsection (1) above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

(3) The parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection (1) above and that the contractor agrees to make all papers and employment records of said

employees(s) available during normal working hours in order to facilitate such an inspection; and

(4) That nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

ARTICLE XI. BUSINESS IN SUDAN OR IRAN

Under A.R.S. § 35-397, the parties certify that they do not have scrutinized business operations in either Sudan or Iran.

ARTICLE XII. 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.

ARTICLE XIII. NOTICE

Any notice given pursuant to this contract shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees:

Shelly Bunn, Deputy Chief, Technology Bureau
Maricopa County Sheriff's Office
100 W Washington St – 19th Floor
Phoenix, AZ 85003

and

Chief Jim Maxson
Prescott Valley Police Department
7601 East Civic Circle
Prescott Valley, AZ 86314

IN WITNESS WHEREOF, the chief law enforcement officer and chief executive officer of the parties hereto have given their respective consents authorized by A.R.S. §13-3872 and the parties hereto have executed this agreement by and through their respective officers duly authorized. (AZLink Northern Region – LE IGA – v001 20100528)

IGA NO. _____

MARICOPA COUNTY:

_____ _____
Sheriff Joseph M. Arpaio Date
Maricopa County Sheriff's Office

IGA NO. _____

PRESCOTT VALLEY POLICE DEPT.:

_____ _____
Chief Jim Maxson Date
Prescott Valley Police Department

AZLink - Northern Arizona Region

Chairman, Board of Supervisors	Date	Chair, Town Council	Date

ATTESTED:

Clerk of the Board	Date	Town Clerk	Date

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. §11-952, attorneys for the Parties hereto have this _____ day of _____, 2010, determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of the State of Arizona.

Deputy County Attorney Maricopa County	Date	Attorney for the Town of Prescott Valley, Arizona	Date