

Staff Summary Report

Council Meeting Date: 10/16/2008

Agenda Item Number: 53

SUBJECT: Request approval of a resolution to enter into an Intergovernmental Agreement (IGA) between the Cities of Chandler, Mesa, Scottsdale, Tempe, and the town of Gilbert, as member agencies in the AZLink Eastern Region, to share law enforcement information.

DOCUMENT NAME: 20081016pdsam02 **POLICE DEPARTMENT ADMINISTRATION (0606-02)**
Resolution No. 2008.94

SUPPORTING DOCS: Yes.

COMMENTS: The purpose of IGA is for the listed cities and their Police Departments to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities.

The City of Mesa has implemented a method of sharing law enforcement information that permits electronic access to confidential law enforcement information maintained by other law enforcement agencies. Generally, the information involved is information that cannot presently be easily accessed by anyone outside of the agency holding the information.

PREPARED BY: Shelly A. Macdonald, Management Assistant II, 480.350.8820

REVIEWED BY: Tom Ryff, Chief of Police, 480.350.8214

LEGAL REVIEW BY: Jenae Naumann, Assistant City Attorney 480.350.8402

FISCAL NOTE: None

RECOMMENDATION: That the Council authorizes the Mayor to execute the Intergovernmental Agreement and provide authority to the Police Chief to execute certain documents that may be related to the IGA.

ADDITIONAL INFO: N/A

RESOLUTION NO. 2008.94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF CHANDLER, MESA, SCOTTSDALE, TEMPE, AND THE TOWN OF GILBERT, AS MEMBER AGENCIES IN THE AZLINK EASTERN REGION, TO SHARE LAW ENFORCEMENT INFORMATION AND AUTHORIZING THE CHIEF OF POLICE OR DESIGNEE TO ACT ON BEHALF OF THE CITY OF TEMPE IN ALL NEGOTIATIONS AND THE EXECUTION OF NECESSARY INSTRUMENTS.

WHEREAS, the City of Tempe, at the recommendation of the Police Department, wishes to enhance the effectiveness of law enforcement by participating in the sharing of and access to information between and among the above jurisdictions; and

WHEREAS, this intergovernmental agreement will allow parties to have electronic access to confidential information that has previously been inaccessible to each other; and

WHEREAS, the City is empowered by A.R.S. §§ 11-951, et seq., and City Charter Section 1.03 to enter into this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

The City Council authorizes the Mayor to execute the Intergovernmental Agreement (IGA) between the cities of Chandler, Mesa, Scottsdale, Tempe, and the Town of Gilbert, and gives authority to the Tempe Chief of Police or designee, to act as an agent for and on behalf of the City of Tempe to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with the funding related to such IGA, to the extent permitted by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS _____ DAY OF OCTOBER, 2008.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF CHANDLER, TOWN OF GILBERT, CITY OF TEMPE, CITY OF SCOTTSDALE
AND
CITY OF MESA
FOR SHARING LAW ENFORCEMENT INFORMATION

This Intergovernmental Agreement (IGA) is made and entered into this ____ day of _____, 2008, by and between the City of Mesa and acting through the Mesa Police Department (MPD), the City of Chandler and acting through the Chandler Police Department (CPD), the Town of Gilbert and acting through the Gilbert Police Department (GPD), the City of Tempe and acting through the Tempe Police Department (TPD) and the City of Scottsdale and acting through the Scottsdale Police Department (SPD), hereinafter referred to collectively as "the Parties".

WHEREAS, the City of Mesa and City of Chandler, Town of Gilbert, City of Tempe City of Scottsdale, pursuant to A.R.S. §13-3872, and 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 various law enforcement agencies with respect to the 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 City of Mesa has implemented a method of sharing law enforcement information that permits electronic access to confidential law enforcement information maintained by other law enforcement agencies. Generally, the information involved is information that cannot presently be easily accessed by anyone outside of the agency holding the information.

The system that has been developed is being implemented throughout the southwestern portion of the United States. The system will consist of centralized node agencies in specific geographic areas, each of which will connect local member agencies to the system. Through the system, member agencies will have access to the above referenced information from all other member agencies.

This agreement adds the Chandler Police Department (CPD), the Gilbert Police Department (GPD), the Tempe Police Department (TPD) and the Scottsdale Police Department (SPD) as member agencies in the AZLink Eastern Region, to share law enforcement information controlled by the East Valley node and to have access to information from other member agencies available through other nodes.

ARTICLE II. DEFINITIONS

- A. "Licensed software" means all computer programs and the supporting agreement between Mesa Police Department and Knowledge Computing Corporation.
- B. "COPLINK" means the CONNECT and DETECT software application modules and any other application modules licensed to the agencies by Knowledge Computing Corporation under the name COPLINK.
- C. "Member agency" means any law enforcement, public safety, or criminal justice agency that has entered into an agreement with the City of Mesa to share law enforcement information using COPLINK.
- D. "Knowledge Computing Corporation" (hereinafter KCC) means a corporation with its principal place of business at 6601 E. Grant Road, Suite 201, Tucson AZ. 85715, that is the owner and developer of COPLINK.
- E. "Data Repository" means the web servers, database servers, and backend databases maintained by Knowledge Computing Corporation and Mesa to facilitate the sharing of law enforcement information between them and other member agencies.
- F. "Node agency" means the controlling agency in each geographic area. Mesa is the controlling agency for the AZLink Eastern Region.
- G. "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 TERMINATION

This agreement will become effective upon the day a fully executed agreement is filed with the Office of the Secretary of State or Maricopa County Records as required by A.R.S. §11-952.

This Agreement may be terminated by either Party with or without cause, upon sixty (60) day written notice to the node and all member agencies. The notice shall state the member agency's intent to terminate the other member agencies' access to its records through the methods provided in this agreement. Absent a critical emergency, member agencies' access should not be terminated until 60 days after the mailing of the notice required under this section.

Unless terminated by a Party pursuant to the above paragraph, this Agreement shall terminate on January 1, 2030. The provisions under Article VII shall remain in full force and effect indefinitely.

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, as amended.

ARTICLE IV. DATA ACCESS AND SECURITY REQUIREMENTS

- A. **Data Access:** Access to other member 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 member agencies. The law enforcement information residing in the data sources maintained by the member agencies and the COPLINK data repositories hosted by the node agency shall be available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. Downtime schedule is every other Thursday 0200 – 0500 hours. Agencies agree to inform City of Mesa in advance, whenever possible, of scheduled system downtimes. Mesa will then in turn notify member agencies of the upcoming downtime. In the event off-scheduled downtimes are necessary, member agencies will be notified 48 hours in advance.
- B. **Node Management:** The management of the day-to-day operations of the Mesa Node shall be the responsibility of MPD. The Governance Structure for managing the day-to-day operations will be established as follows:
- a. **Executive Team** – Responsible for the promulgation of policy and oversight of the operation of the Mesa Node. The members of the Executive Team shall be the Chiefs of the Parties or their designate.
 - b. **Steering Team** – Responsible for review and approvals for modifications and enhancements to the existing Coplink application. The members of the Steering Team shall be operational and technical members of the Parties or their designate.
 - c. **Technical Support Team** – Responsible for the day-to-day operational support of the Mesa Node. The members of the Technical Support Team shall be members of the Mesa Police Department Systems Unit.
- C. **Commitment to Provide Law Enforcement Data:** Agencies agree to provide the node agency with updated law enforcement data from the agencies' records management system and related databases. This information shall be provided on a regular basis, at least weekly. Agencies agree to provide an initial complete file of agreed upon data to the node agency within six (6) months of the node agency providing a written request to the agency for the data. The node agency agrees that the sole use of this data will be to integrate the data into the AZLink Eastern Region COPLINK database.

- D. Data Sharing: COPLINK data will be shared with member agencies that have entered into an agreement with a node agency. Law enforcement objectives will require that COPLINK data be shared with non-member agencies in many situations; however, no member or node agency will share COPLINK data on a wholesale basis with an agency that is not a member of the East Valley node.
- E. Security Requirements: Member agencies and the node agency agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy. Exceptions to the above policy shall not be implemented by any member agency without the approval of the node agency. The node agency shall evaluate such requests in good faith and, after consultation with the member agencies, make the final determination regarding any exceptions to the security policy.
- F. Limitation of use: Member agencies and the node agency acknowledge that the law enforcement information hosted in the COPLINK data repositories shall be used for law enforcement purposes only, and that only law enforcement agency employees and IT personnel that have passed a background screening as defined and required by Department of Public Safety (DPS) will be allowed access to the COPLINK system. Employees have not passed the background screening within the meaning of this section if the employee has either been convicted of any felony or has a pending charge for any felony or a misdemeanor involving dishonesty or violence. Information within the COPLINK data repository may not be propagated to other systems.
- G. If at any time any member agency violates the requirements of paragraphs A, B, C, D or E, the node agency connecting that member agency may disconnect the member agency. Except in the case of a critical emergency, the node agency shall not terminate a member agency's access until the offending member agency has been provided with sixty (60) days written notice of the violation and the opportunity to respond to and/or correct the violation.
- H. If at any time any member agency believes that another agency is allowing unauthorized access to or use of the member agency's data, the member agency shall notify the node agency, which shall follow the provisions in Paragraph G.

ARTICLE V. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

- A. Control and Release Constraints: Member and node agencies retain control of all of the information they provide through the system at all times. Any request for access to information hosted in COPLINK Data Repositories 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. Such information includes, but is not limited to data extracts, print outs, etc.

- B. Information Accuracy: Agencies acknowledge that the law enforcement data maintained in the COPLINK data repositories consists of information that may or may not be accurate. The agencies must use their own discretion before acting on COPLINK data.
- C. Training: Each member Agency will be responsible for the training of their own personnel with regard to their Agency's account administration and end user access.

ARTICLE VI. FINANCIAL CONSIDERATIONS

A. Ongoing Operations Costs: Agencies participating in this IGA will be responsible for their portion of the ongoing Operations Costs associated with the Mesa Node operation. The Agency portion is determined based on the authorized sworn personnel for their agency. The initial cost per authorized sworn personnel is calculated from the annual ongoing operations costs related to the Database, Coplink application, System Administration and annual portion of Server hardware. These costs will be re-evaluated on an annual basis by the Executive Team for the upcoming fiscal year and will be adjusted for agency participation, salary increases, hardware and software costs.

B. Initial Agency Costs: Upon initial signing of this IGA, the costs associated per Agency are as follows:

a. Mesa Police Department	\$ 101,069.55
b. Chandler Police Department	\$ 40,664.24
c. Gilbert Police Department	\$ 26,715.46
d. Tempe Police Department	\$ 41,137.08
e. Scottsdale Police Department	\$ 51,421.35

C. Node and member agencies may individually or collectively apply for grant funding for this system. 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 VII. 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.

- 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. The Parties hereby agree that to the extent permitted by law, each Party will indemnify and save the other Parties 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 nonperformance by the indemnifying Party of any of the provisions of this Agreement. Each Party hereby indemnifies the other 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 nonperformance of this Agreement, except with injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Part, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

ARTICLE VIII. 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 IX. NOTICE

Any notice required to be given under this IGA will be provided to:

Chairman
AZLink Eastern Region Coplink Board with a copy to all Parties to this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this _____ day of _____, 2007.

By: _____
CHIEF GEORGE GASCON, CHAIRMAN
AZLINK EASTERN REGION COPLINK BOARD

Legal Approval:

Board Counsel
*Approved as to Form

By: _____
MAYOR, CITY OF MESA

Attest: _____
CITY CLERK, CITY OF MESA

By: _____
GEORGE GASCON, CHIEF OF POLICE
MESA POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF CHANDLER

Attest: _____
CITY CLERK, CITY OF CHANDLER

By: _____
SHERRY KIYLER, CHIEF OF POLICE
CHANDLER POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, TOWN OF GILBERT

Attest: _____
CITY CLERK, TOWN OF GILBERT

By: _____
TIM DORN, CHIEF OF POLICE
GILBERT POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF TEMPE

Attest: _____
CITY CLERK, CITY OF TEMPE

By: _____
TOM RYFF, CHIEF OF POLICE
TEMPE POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

By: _____
MAYOR, CITY OF SCOTTSDALE

Attest: _____
CITY CLERK, CITY OF SCOTTSDALE

By: _____
ALAN RODBELL, CHIEF OF POLICE
SCOTTSDALE POLICE DEPARTMENT

Legal Approval:

City / County Legal Section
*Approved as to Form

Chairman

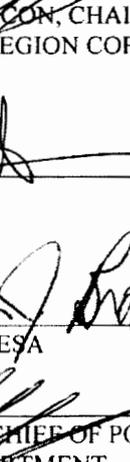
AZLink Eastern Region Coplink Board with a copy to all Parties to this Agreement.

~~IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this~~
~~day of _____, 2007.~~

By: 
CHIEF GEORGE GASCON, CHAIRMAN
AZLINK EASTERN REGION COPLINK BOARD

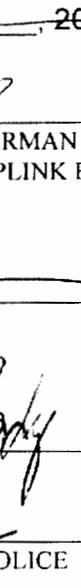
Legal Approval:

Board Counsel
*Approved as to Form

By: 
MAYOR, CITY OF MESA
City Manager




CITY CLERK, CITY OF MESA

By: 
GEORGE GASCON, CHIEF OF POLICE
MESA POLICE DEPARTMENT

Legal Approval:

City/County Legal Section
*Approved as to Form