

INTERGOVERNMENTAL AGREEMENT
BETWEEN
COLLIN COUNTY, TEXAS
AND
CITY OF PHOENIX
FOR SHARING LAW ENFORCEMENT INFORMATION

This Intergovernmental Agreement ("Agreement") is made and entered into this 6th day of May, 2013 (the "Effective Date") by and between Collin County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") which owns and operates the North Central Texas Fusion Center, and the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "City" or "PPD").

WHEREAS, the parties desire to enter into this Agreement on behalf of their respective law enforcement agencies to share law enforcement information assembled and maintained by the City and the North Central Texas Fusion Center (hereinafter "NCTFC") for the purpose of enhancing the public safety, health, and welfare; and

WHEREAS, the City is empowered to enter into this Agreement pursuant to A.R.S. § 13-3872 and Title II, Chapter 7, Article 3, Arizona Revised Statutes, which authorizes public agencies to enter into mutual aid agreements for law enforcement purposes, as authorized by their legislative or other governing bodies, and, for the City individually, pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix. In addition, the County is authorized to enter into this Agreement pursuant to chapter 791 of the Texas Government Code allows Texas political subdivisions to contract with similar agencies in other States to carry out governmental functions. The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY".

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

ARTICLE I. PURPOSE

- A. AGENCIES desire to share law enforcement information owned, assembled and maintained by each AGENCY under the conditions set forth in this IGA.
- B. AGENCIES desire to facilitate the sharing of law enforcement information owned by law enforcement agencies other than Phoenix and the North Central Texas Fusion Center for which City and County are custodians of such records by agreements with these other law enforcement agencies, (hereinafter called "MEMBER AGENCIES").

ARTICLE II. AGREEMENT

IT IS HEREBY AGREED, by and between the parties as follows:

- A. "Licensed software" means all computer programs and the supporting agreement between the City and International Business Machines Corporation (hereinafter "IBM").

- B. "COPLINK means the CONNECT and DETECT software application modules and any other application modules licensed to the member agencies by IBM 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 or the County to share law enforcement information using COPLINK.
- D. "Data Repository" means the web servers, database servers, and backend databases maintained by Agency and City to facilitate the sharing of law enforcement information between them and other member agencies.
- E. "Node agency" means the member agency that is the controlling agency of law enforcement information in each geographic area for the State of Arizona. The City of Phoenix Police Department is the controlling agency in its geographic area.
- F. "Background screening" means a background investigation that is fingerprint-based, including checks of both the state and national criminal history repositories. A person who has a felony conviction for any offense, or who is arrested for, charged with or under indictment for any felony offense, shall not be granted access to COPLINK.

ARTICLE III. EFFECTIVE DATE AND TERM; TERMINATION

This Agreement will commence upon the Effective Date and continue in force until either AGENCY provides thirty (30) days prior written notice to the other AGENCY of its intent to terminate the other AGENCY's access to its records or pursuant to Article IX. Such termination shall take effect automatically upon the expiration of thirty (30) days from the date terminating AGENCY gives notice to the other Agency. Notwithstanding the foregoing, an AGENCY may terminate this Agreement effective immediately upon giving notice of the other AGENCY's material breach of one or more terms of this Agreement.

ARTICLE IV. DATA ACCESS AND SECURITY REQUIREMENTS

- A. Data Access: Access by an AGENCY 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 as well as the AGENCIES. The law enforcement information residing in the COPLINK data repositories hosted by the AGENCIES shall be available on a 24-hour a day, 7 days a week basis with scheduled system 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 Sharing: COPLINK data will be shared by AGENCIES. Neither AGENCY will share information gained through this system with a member agency that has not entered into an agreement with an AGENCY similar to this Agreement, except by written permission of the member agency that originated the information.
- C. Security Requirements: AGENCIES 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 prior written approval of AGENCIES.
- D. Limitation of use: AGENCIES 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 that have passed a background screening will be allowed access to the COPLINK system.
- E. If an AGENCY believes that the other AGENCY is allowing unauthorized access to or use of the AGENCY's data, the AGENCY may withdraw from the shared data system and terminate this Agreement. All disputes concerning access to the COPLINK shall be resolved by agreement among the AGENCIES. In the absence of agreement, this Agreement shall be terminated by an AGENCY giving written notice of the impasse to the other AGENCY.

ARTICLE V. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

- A. Control and Release Constraints: AGENCIES retain control of all of the information that 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 member 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 member agency.
- B. Information Accuracy: Each AGENCY acknowledges that the law enforcement data maintained in the COPLINK Data Repositories consists of information that may or may not be accurate. The AGENCIES do not warrant the accuracy of any of the information contained in the COPLINK Data Repositories.

ARTICLE VI. FINANCIAL CONSIDERATIONS

- A. Each AGENCY is responsible for the full and complete cost of acquiring and maintaining the necessary hardware and licensed software to participate in this Agreement, including COPLINK.. Upon termination of this Agreement each AGENCY shall retain ownership of all equipment and other personal property it acquired to participate in this system. Nothing in this Agreement shall be construed to require any AGENCY to fund the activities of any other AGENCY.
- B. AGENCIES may individually or collectively apply for grant funding for the performance of this Agreement or the maintenance of the COPLINK 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

For the purposes of worker's compensation, an employee of an AGENCY, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of the AGENCY pursuant to this Agreement, shall be deemed to be an employee of the AGENCY who is the employee's primary employer and of the AGENCY under whose jurisdiction and control the employee is then working as provided in A.R.S. §23-1022(D) and the AGENCY employer such an employee shall be solely liable for payment of worker's compensation benefits for any on-the-job injuries suffered or alleged to have been suffered by the employee while carrying out the covenants and terms of this Agreement.

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. CANCELLATION FOR CONFLICT OF INTEREST

The parties understand and acknowledge that each AGENCY may cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes. Under A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either 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 the 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. A cancellation made pursuant to this provision shall be effective when City receives written notice of the cancellation unless the notice specifies a later time.

ARTICLE X. GENERAL TERMS AND CONDITIONS

- A. This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.
- B. Each Agency shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, and state and local governments whether or not specifically referred to in this Agreement.

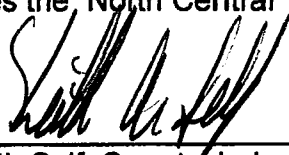
- C. Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.
- D. The parties certify that they do not have any scrutinized business operations, as defined in City of Phoenix A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.
- E. PPD does not warrant or guarantee the information that is provided through COPLINK. It is incumbent on Collin County to use due diligence to verify the information. To the fullest extent allowed by law, Collin County agrees to indemnify and hold harmless PPD, its employees and officers from any claims, judgments, or executions arising out of any use made of the data obtained pursuant to this agreement.

IN WITNESS WHEREOF the parties have executed the Agreement to be effective as of the date first written above.

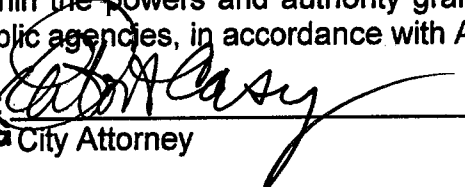
City of Phoenix, a municipal corporation
duly organized and existing under the laws
of the State of Arizona


By: 
Daniel V. Garcia, Chief of Police

Collin County, Texas, a political subdivision
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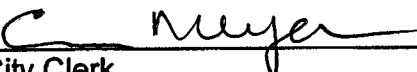
By: 
Keith Self, County Judge

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: 
ACTING City Attorney

By: 
County Attorney for Collin County, Texas

Attest:

By: 
City Clerk