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MEMORANDUM

Police Department - Memo No. 2014-066

DATE: AUGUST 27, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*

FROM: SEAN E. DUGGAN, CHIEF OF POLICE *SD*

SUBJECT: RESOLUTION NO. 4799 AUTHORIZING AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT REGARDING PARTICIPATION IN THE EAST VALLEY GANG AND CRIMINAL INFORMATION FUSION CENTER

RECOMMENDATION: Staff recommends Council adopt Resolution No. 4799 authorizing Amendment #2 to the Intergovernmental Agreement (IGA) with the cities of Mesa, Gilbert, Tempe, Scottsdale, Apache Junction and the Salt River Pima Maricopa Indian Community, and the U.S. Bureau of Alcohol, Tobacco and Firearms (ATF) as a resource provider, regarding participation in the East Valley Gang and Criminal Information Fusion Center and authorizing the City Manager to execute the amendment.

BACKGROUND: The City of Chandler, through its Police Department, entered into an IGA regarding participation in the East Valley Fusion Center. The Fusion Center was established in 2007 with Mesa designated as the Fusion Center location. The Mesa Police Department is the central agency to receive and distribute agreements as well as Fusion Center grant money to the Parties for related expenses, allows the Mesa police chief, with specific restrictions and consent of the Parties, to negotiate and enter information sharing agreements between the East Valley Fusion Center and other Fusion Centers or law enforcement agencies, and clarifies Executive Team makeup and membership. The amendment is intended to formalize the financial support of the Fusion Center by having the participating Parties pay up to \$10,000.00 a year to the City of Mesa to cover Fusion Center operational expenses. Where each Party was previously paying for expenses directly, the amendment will allow Mesa to make the necessary purchases for the Fusion Center operations in a more streamlined manner by following one set of purchasing procedures. This will expedite the ability to make purchases and minimize possible disruptions to operations.

FINANCIAL IMPLICATIONS: As with the original IGA, the City of Chandler will pay the salary and benefits of the employee assigned to the Fusion Center. Additionally, the City of Chandler will pay the City of Mesa up to \$10,000 annually to operate the Fusion Center.

PROPOSED MOTION: Move to adopt Resolution No. 4799 authorizing Amendment #2 to the Intergovernmental Agreement (IGA) with the cities of Mesa, Gilbert, Tempe, Scottsdale, Apache Junction and the Salt River Pima Maricopa Indian Community, and the U.S. Bureau of Alcohol, Tobacco and Firearms (ATF) as a resource provider, regarding participation in the East Valley Gang and Criminal Information Fusion Center and authorizing the City Manager to execute the amendment.

Attachments: Resolution No. 4799
Amendment to the IGA

RESOLUTION NO. 4799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT #2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE EAST VALLEY GANG AND CRIMINAL INFORMATION FUSION CENTER, AND AUTHORIZING THE CITY MANAGER OF THE CITY OF CHANDLER TO EXECUTE SUCH AMENDMENT FOR THE CITY OF CHANDLER.

WHEREAS, the Member Agencies ("Parties") of the East Valley Gang and Criminal Information Fusion Center ("Fusion Center") wish to amend the Fusion Center Intergovernmental Agreement ("Agreement"); and

WHEREAS, the Parties are authorized and empowered to enter into this Amendment pursuant to A.R.S. §§ 11-951 *et seq*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitutions or other governing authority; and

WHEREAS, Chandler and the Parties intend to enter into this Amendment for the purpose of specifying and clarifying their respective responsibilities concerning the operation and financing of the Fusion Center located in the Mesa Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the City Manager of the City of Chandler, is authorized to execute an Amendment to an Intergovernmental Agreement between Chandler and the East Valley Gang and Criminal Information Fusion Center which Amendment shall be in the form attached as Exhibit A and as approved by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of September, 2014.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY *RAK*

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4799 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of September, 2014, and that a quorum was present thereat.

CITY CLERK

**AMENDMENT #2 TO INTERGOVERNMENTAL AGREEMENT
REGARDING PARTICIPATION IN THE EAST VALLEY GANG AND
CRIMINAL INFORMATION FUSION CENTER**

RECITALS

Whereas, the Members Agencies ("Parties") of the East Valley Gang and Criminal Information Fusion Center ("Fusion Center") wish to amend the Fusion Center Intergovernmental Agreement ("Agreement"); and

Whereas, the Parties are authorized and empowered to enter into this Amendment pursuant to A.R.S. §§ 11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitutions or other governing authority;

NOW, THEREFORE, in consideration of mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS

1. This Amendment shall be effective upon approval of the governing body or authority of the Parties in conformance with A.R.S. §11-951, *et seq.* and provision of an original copy of each of the authorizing documents to the Mesa Police Department ("MPD").
2. The above recitals are incorporated by this reference.
3. All the original terms and clauses of the Agreement, and all terms and clauses set forth in Amendment #1, remain in effect except as modified herein.
4. The following language is added to Sections IV and VII of the Agreement as follows:

IV. Reimbursement

Registration fees related to Fusion Center approved training will be paid for by MPD. Associated travel costs will be paid for by each individual party and adjusted for within the subsequent years annual funding.

VII. Management of the East Valley Gang Information & Criminal Information Fusion Center

(F) Issues related to finances, funding, or operating expenditures shall be referred to the Fusion Center Finance Committee for discussion and recommendation before being brought before the Executive Committee. Prior to bringing forth any recommendations to the Executive Committee, each individual member of the Fusion Center Finance Committee shall be responsible for reviewing those recommendations with their agency's Legal Advisor.

5. Section V. of the Agreement, is replaced, superseded, and amended in its entirety as follows:

V. Duties of MPD

MPD agrees to provide officer(s) and non-sworn personnel with workspace and connectivity to the Fusion Center network and databases.

MPD will also provide technical assistance to officer(s) and non-sworn personnel in establishing connectivity to the Parties respective systems and provide stand-alone computers to facilitate state and local access.

MPD will provide workstation and office furniture for use of officer(s) and non-sworn personnel.

MPD will maintain responsibility for maintenance of the facility and is responsible for the lease on the facility, which includes utility costs.

6. Section X. Fees shall be retitled Fees, Expenditures and Operating Costs and is replaced, superseded and amended in its entirety as follows:

X. Fees, Expenditures and Operating Costs

Each Party to the Agreement will provide ten thousand dollars (\$10,000.00) in funding (less any travel related adjustments as referenced in Section IV. above) to the City of Mesa in exchange for MPD managing and operating the Fusion Center, including all financial transactions and fiduciary responsibilities. Payments shall begin in fiscal year 2014/2015 and for subsequent fiscal years until a different amount is agreed upon by the Parties through an amendment to this Agreement.

Associate Parties to the Agreement may be assessed funding based on individual agreements between the MPD and those Associate Parties.

Operating expenditures may include association memberships, cellular telephone services, computers, consumables, imaging, internet access, office supplies, photocopy services, software, subscriptions to internet based services, travel and training.

Operating expenditures does not include facility related charges such as utilities or the cost of the member agency's assigned personnel working at the Fusion Center.

Assets of the Fusion Center acquired through expenditures of the Parties, belong to those Parties based on a pro-rata share. MPD shall be responsible for tracking and identifying which assets were acquired solely by MPD or with funds from the Parties. In the event of dissolution of the Fusion Center, the Executive Board in consultation with the MPD, will determine distribution of Fusion Center assets.

If the level of service changes or the costs of operating the Fusion Center increase, the Parties may renegotiate funding obligations.

Increased funding for subsequent years will be determined each January following review and evaluation of operating costs associated with MPD operating the Fusion Center. Any such financial adjustments shall be set forth as an amendment to this Agreement otherwise the amounts specified above shall be paid to MPD on an annual basis.

MPD will invoice the Parties for services on or about July 1st of every year.

MPD agrees that funds collected by MPD from the Parties will be used exclusively for the operation of the Fusion Center, including any surplus or carry-forward funding from previous years.

The Parties agree to maintain and furnish to each other, records and documents pertaining to the services provided under this Agreement as may be required by Federal, State or local laws, rules, or regulations.

Any of the Parties may request an independent audit related to the services provided under this Agreement with thirty (30) days written notice to MPD. If the audit indicates that fees or billable items have been charged incorrectly, the appropriate corrections or adjustments will be made. The cost of any such audit shall be the responsibility of the Party requesting the audit and the Executive Committee shall be responsible for selecting an independent auditor to perform any such audit.

7. The following Section XVIII. Public Records is added to the agreement as follows:

XVIII. Public Records

MPD shall preserve all records related to the services provided under this Agreement consistent with Arizona's records retention laws.

Any records in possession of the Fusion Center may be subject to disclosure in response to a public records request or to a subpoena or other judicial process.

In the event MPD receives a public records request for such documents or information, prior to disclosure, the MPD will notify the affected Agency(s) of the request and allow such Agency(s) five (5) business days to file in the Maricopa Superior Court any objection to disclosure of the requested records. Otherwise, the public record will be disclosed as required by law.

Any Agency objecting to a public records request or filing an objection thereto shall indemnify and hold harmless the City of Mesa and its Police Department, its employees, officers, agents, or elected officials from and against any award of attorneys' fees, costs, expenses, damages and/or double damages ordered by the court against City of Mesa and its Police Department following adjudication of an adverse ruling on the objection.

Nothing in this paragraph shall be construed against the withholding of information or reports that are otherwise made confidential or restricted from release as required by law.

8. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names

this ____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
City Manager / Designee

Date

APPROVED AS TO FORM:

City Attorney *PAZ*

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §1-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____

Dated: _____