

**INTERGOVERNMENTAL AGREEMENT
TO PROVIDE FACILITIES USE**

BETWEEN

THE CITY OF PEORIA

and

ARIZONA DEPARTMENT OF CHILD SAFETY

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", between the City of Peoria, Arizona, a municipal corporation, in the County of Maricopa, hereinafter referred to as "City", and the Arizona Department of Child Safety, hereinafter referred to as "ADCS", regarding providing facilities and services to implement services necessary for the Office of Child Welfare Investigations (OCWI), who is charged with investigating criminal conduct (CC) allegations of child abuse with local law enforcement agencies.

WHEREAS, DCS, is mandated pursuant to Arizona Revised Statutes, Title 8 to protect children by investigating allegations of abuse and neglect, promoting the well-being of the child in a permanent home and coordinating services to strengthen the family and prevent, intervene in and treat abuse and neglect of children; and

WHEREAS, OCWI is mandated pursuant to Arizona House Bill 2721, Revised Statutes, Section 41-1969.01 to investigate criminal conduct allegations of child abuse with appropriate local law enforcement agencies.

WHEREAS, it is desirable to have the ability to provide these OCWI investigations, and any other necessary services, in a central location; and

WHEREAS, the City has facilities available to centralize these services and investigations;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

- 1.0 **PURPOSE**
- 1.1 This IGA memorializes an agreement between the City and ADCS that the City shall, subject to the terms in this IGA, provide facilities to DCS to assist Law Enforcement and Prosecutors in holding offenders accountable and assess the long-term safety and best outcomes for children.
- 2.0 **AUTHORITY**
- 2.1 The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(1).
- 3.0 **TERM AND RENEWAL/EARLY TERMINATION**
- 3.1 This IGA shall be effective upon execution by both parties and shall expire June 30, 2019, and may be renewed for additional terms up to a total of five (5) additional years. This IGA is subject to early termination by either party for any reason upon 30 days written notice.

4.0 DUTIES OF PEORIA POLICE DEPARTMENT

- 4.1 The City will provide office and conference room space to ADCS at 8351 West Cinnabar Avenue, Peoria, AZ, the specific space and schedule to be agreed upon by ADCS and the City's police chief or designee, for ADCS staff to facilitate and provide OCWI investigations and services. Should a dispute occur as to the space available or its use, the police chief or designee shall make the final decision as to the space and its use.
- 4.2 The office and conference room space will be available during the hours of 8:00 AM to 5:00 PM on business days. Any after-hours, weekend, or holiday use of the space shall require the approval of the police chief or designee.
- 4.3 Furniture deemed necessary by City will be provided in the space used pursuant to this IGA.
- 4.4 DCS will provide telephones, internet access service and network access for DCS staff.
- 4.5 The City will not be providing any computers. ADCS will be responsible for providing its own computer equipment.
- 4.6 Access to any records shall be governed by the terms of the Records Access Agreement attached as Exhibit B.
- 4.7 The City may provide keys/secured access to ADCS employees for the space provided.
- a. ADCS employees shall be responsible for the keys/secured access.
 - b. Any ADCS employee provided a key or secured access under this IGA shall be required to sign for the key, shall not make any copies of the key, and shall be responsible for the costs associated with a lost or misplaced key.
 - c. Any ADCS employee who loses or misplaces a key shall immediately notify the Police Chief or designee of the lost key.
 - d. Upon the termination, dismissal and or transfer of any ADCS employee who has received a key under this IGA, the ADCS employee shall immediately return the key to the Police Chief or designee.
- 4.8 The City in its discretion may provide security services for 8351 West Cinnabar Avenue, Peoria, AZ and may provide employees of ADCS and any of the ADCS contractors' access badges for the security services.
- a. Before an access badge is issued to any ADCS employee or ADCS contractor, the employee or contractor must successfully pass a fingerprint background check conducted by the City.
 - b. All employees and contractors being processed for an access badge must notify the Police Chief of any case that are pending in the Superior Court in Maricopa County against the employee or contractor or their immediate family members.
- 4.9 The City may provide parking to ADCS employees, volunteers and contractors, who shall abide by any parking policies, procedures, or directives. Any vehicles parked on the premises overnight shall be parked in an agreed upon location at the risk of the owner of the vehicle.
- 4.10 The City at all times retains the right of access and right to inspect the entire property at

8351 West Cinnabar Avenue, Peoria, AZ regardless of whether the space is being used by ADCS. Access shall be made available at a reasonable time upon reasonable notice.

- 4.11 The City retains the right to refuse access to 8351 West Cinnabar Avenue, Peoria, AZ to any individual at any time, regardless of whether the individual is an employee, volunteer or contractor of ADCS.

5.0 DUTIES OF ADCS

- 5.1 DCS will use the space provided by the City at 8351 West Cinnabar Avenue, Peoria, AZ to assist Law Enforcement and Prosecutors in conducting investigations of Child Abuse Hotline reports classified as criminal conduct.

- 5.2 ADCS will provide staff necessary to provide the services as agreed upon with the City.
- a. ADCS is responsible to supervise and train its staff providing services at the space provided pursuant to this IGA.
 - b. ADCS employees will abide by the policies and procedures of the City when using the space provide pursuant to this IGA, including but not limited to security policies set by City.

- 5.3 ADCS will provide its own computers, phones, printers, scanners, peripheral equipment, and supplies, in addition to any technical assistance necessary for the setup, maintenance, and use of any electronic equipment.

6.0 FEES

- 6.1 City agrees to provide the spaces and services under this IGA without cost to ADCS.

7.0 INDEMNIFICATION

- 7.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.2 In addition, ADCS shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this IGA, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of ADCS's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances,

except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where *this* indemnification is applicable.

8.0 INSURANCE

8.1 The State of Arizona is self-insured per A.R.S. § 41-621. The City of Peoria is self-insured per A.R.S. § 11-981 and Peoria City Code, Section 2-58. If either party uses a contractor to perform services in relation to this IGA, that party shall require the contractor to obtain the minimum insurance required by the State or Arizona, Department of Risk Management.

9.0 AUDIT OF RECORDS

9.1 Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this IGA for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

10.0 CONFLICT OF INTEREST

10.1 The requirements of A.R.S. § 38-511 apply to this IGA. Either party may cancel this IGA, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this IGA on behalf of either party is, at any time while this IGA or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this IGA.

11.0 NON-DISCRIMINATION

11.1 Both parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

12.0 COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401-IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

12.1 Both parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

12.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of the IGA.

12.3 Both parties retain the legal right to inspect the papers of any employee who works on the IGA to ensure that the other party or any contractor or subcontractor is complying with

the warranty under paragraph 14(a).

13.0 APPLICABLE LAW

13.1 This IGA shall be construed in accordance with the laws of the State of Arizona.

14.0 LEGAL OBLIGATIONS

14.1 This IGA does not relieve either party of any obligation or responsibility imposed upon its bylaw.

15.0 ARBITRATION

15.1 The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

16.0 WAIYER AND MODIFICATION

16.1 None of the provisions of the IGA may be waived, changed or altered except in writing signed by both parties.

17.0 NOTICES

17.1 All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as stated below, or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

If to the City: Peoria Police Department
8351 West Cinnabar Avenue
Peoria, Arizona 85345
Attn: Sergeant Luis Carrillo

If to ADCS: Arizona Department of
Child Safety
1624 W. Adams
Phoenix, Arizona 85007
Attn: Alex Ong, Deputy Assistant Director

In witness whereof, the parties hereto have executed this IGA on the date written below:

Henry Darwin
City Manager
City of Peoria

Deputy Director
Arizona Department of Child Safety

Date

Date

Attest:

City Clerk

Date

Approved as to form:

Assistant Attorney General

Date

City Attorney

Date

Exhibit A: Electronic Communications Policy (if applicable)

Exhibit B:

**INTERGOVERNMENTAL AGREEMENT
RECORD ACCESS AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (IGA) is between the Peoria Police Department (City) and Arizona Department of Child Safety (ADCS).

1. Purpose. This IGA is intended to allow specific ADCS OCWI employees access electronically to records, necessary for its mandate in conducting uniform investigations into allegations of criminal conduct child abuse.
2. Effective Date. This IGA is effective during the duration of the IGA between the City and ADCS for Facilities Use.
3. The City (the custodian) shall provide access to the records necessary to provide reunification services to parents and children subject to dependency and termination proceedings in the Court to ADCS employees and contractors who are providing reunification services at space provided in 8351 West Cinnabar Avenue, Peoria, AZ.
4. The City shall provide the identified users with any usernames and passwords necessary for access.
5. Restrictions and Terms of Use of Court Data. Pursuant to Rule 123 of the Rules of the Arizona Supreme Court and Arizona Code of Judicial Administration section 1-606, ADCS agrees to the following:
 - a. The identified users shall use the access to records only for legitimate ADCS-related business.
 - b. ADCS shall protect the records and data from unauthorized access and misuse.
 - c. ADCS shall ensure the security and confidentiality of any records or data provided by the custodian that are sealed or closed by Rule 123 or any other rule or law.
 - d. ADCS will not copy or re-disseminate any records or data closed by Rule 123 other than for the stated purposes.
 - e. ADCS will not use the records or data to sell a product or service to an individual or the general public.
 - f. ADCS will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of the record access agreement.

- g. If requested by the individual who is the subject of a record, ADCS will cooperate in correcting any inaccurate or incomplete records provided by the custodian.
 - h. ADCS will consult with the custodian prior to releasing any records or data provided under the record access agreement in response to a public records request.
 - i. Prior to merging any records or data obtained from the custodian with other records or data concerning an individual or organization, ADCS will ensure there is sufficient identifying information to reasonably conclude that the record or data concerns the same individual or organization.
 - J. A DCS will notify the custodian of any record or data inaccuracies discovered by ADCS.
 - k. ADCS will permit the custodian to audit its use of and access to the records or data provided.
 - l. The parties shall agree on how the records or data will be exchanged, and if done so electronically, the format, timing, and frequency of exchanges.
 - m. The parties shall agree on a change management process and allocation of responsibilities for ensuring any unilateral software modifications do not disrupt the on-going exchange of electronic case record information.
 - n. All applicable rules and laws pertaining to the release of records and data have been disclosed by the parties.
6. Termination. The City may immediately terminate this IGA at any time if, in the City's sole discretion, the data is used improperly. In addition, this IGA may be terminated by either Party with or without cause, upon thirty (30) days written notice to the other Party.
7. Cancellation. This IGA is subject to cancellation provisions pursuant to A.R.S § 38-511. The City may cancel this IGA, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this IGA on behalf of the City is, at any time while this IGA is in effect, an employee or agent of ADCS with respect to the subject matter of this IGA.
8. None of the provisions of the IGA may be waived, changed or altered except in writing signed by both parties.
9. Notwithstanding any provision of the IGA to the contrary, the City is not authorized to indemnify ADCS.
10. No payment is due from the City under the Agreement.

11. Pursuant to A.R.S. §§ 35-214 and 35-215, ADCS shall retain all data, books and other records ("records") relating to this IGA for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, ADCS shall produce the original of any or all such records.
12. ADCS shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. ADCS shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
13. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and -393.06, ADCS certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 and -393, as applicable. If the State of Arizona or the Court determines that DCS submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.
14. Compliance requirements for A.R.S. § 41-4401-immigration laws and E-Verify requirements.
 - a. ADCS warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the IGA and DCS may be subject to penalties up to and including termination of the IGA.
15. This IGA shall be construed in accordance with the laws of the State of Arizona.
16. The parties to this IGA agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
17. This IGA contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.



**Arizona Department of Child Safety
Intergovernmental Agreement**

CONTRACT AMENDMENT

1. CONTRACTOR <i>(Name and address)</i>	2. CONTRACT ID NUMBER
The City of Peoria 8351 West Cinnabar Avenue Peoria, AZ, 85345	DC201700018
	3. AMENDMENT NUMBER Two (2)

4 THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

The purpose of this amendment is to extend the contract term.

Pursuant to Section 3.0 TERM AND RENEWAL / EARLY TERMINATION, this IGA is being amended to extend the term from December 1, 2025 to December 1, 2028.

“DCS” is acknowledged as “ADCS” in this agreement.

“(OCWI)” is designated to define the Office of Child Welfare Investigations in this agreement.

Amending the agreement with the following:

Revising Section 1.1

“This IGA memorializes an agreement between the City and ADCS that the City shall, subject to the terms in this IGA, provide facilities to DCS to assist Law Enforcement and Prosecutors in holding offenders accountable and assess the long-term safety and best outcomes for children.”

Revising Section 5.3

“ADCS will provide its own computers, phones, printers, scanners, peripheral equipment, and supplies, in addition to any technical assistance necessary for the setup, maintenance, and use of any electronic equipment.”

Revising Section 13.1

“This IGA shall be construed in accordance with the laws of the State of Arizona.”

Revising Section 14.1

“This IGA does not relieve either party of any obligation or responsibility imposed upon its bylaw.”

Revising Section 17.1

“Arizona Department of Child Safety
3003 N. Central Ave. Fl. 20
Phoenix, Arizona 85012
Contracts@azdcs.gov
Attn: Contracts”

Revising Exhibit B for clarity, it is hereto incorporated into this agreement.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
6. ARIZONA DEPARTMENT OF CHILD SAFETY	7. NAME OF CONTRACTOR Peoria Police Department
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME Thomas Intriari
TITLE	TITLE Chief of Police
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN RECEIVED BY THE UNDERSIGNED WHO HAVE DEERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

ATTORNEY FOR THE CITY OF PEORIA

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____