



City of Mesa
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AMENDMENT #1 TO THE EAST VALLEY GANG AND CRIMINAL INFORMATION FUSION CENTER INTERGOVERNMENTAL AGREEMENT

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 the 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 remain in effect except as modified herein.
4. The following sections or provisions replace and supersede the following sections or provisions of the Agreement as follows:

4.1 The introductory paragraph that begins with the words "This Agreement is entered" and ends with the words "not filed with the Secretary of State" and Section II., Authority, are replaced in their entirety by the following:

II. Parties, Manner of Execution and Authority

- (A) This Agreement is entered into among the City of Mesa, on behalf of the Mesa Police Department (“MPD”), other Parties to the Agreement which are those public agencies who became Parties to the Agreement prior to Amendment #1 and any additional public agencies as that term is defined in Arizona Revised Statutes § 11-951, that, after invitation by the MPD, comply with the provisions of A.R.S. §11-952, and provide an original copy to MPD approved by the agency’s governing body or authority for those public agencies . Any additional public agencies shall become a Party to this Agreement as of the date, MPD receives the authorizing document.
- (B) This Agreement or any Amendments 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.
- (C) The Parties are authorized and empowered to enter into this Agreement 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.
- (D) This Agreement supercedes any previous Agreement concerning the Fusion Center whether filed or not filed with the Secretary of State.

4.2 Section III., Participation, is replaced in its entirety with the following:

III. Participation

- (A) The Parties agree to assign a law enforcement officer or non-sworn employee to the East Valley Gang and Criminal Information Fusion Center (“Fusion Center”) on a full-time basis for such assignments within the purposes of this Agreement. The officer(s) or non-sworn personnel shall remain on assignment to the Fusion Center for a minimum period of one (1) year unless otherwise agreed to by the Parties.
- (B) During the period of assignment to the Fusion Center, assigned officer(s) and non-sworn personnel shall maintain all benefits, rights and privileges available to said officer(s) or non-sworn personnel as if they were assigned on a full-time basis to their parent agency. The assigned officer(s) or non-sworn personnel will abide by all policies and applicable rules and regulations concerning the Fusion Center. All Parties agree that all assigned personnel shall comply with Title 28 of the Code of Federal Regulations, Part 23.

- (C) Certain Parties to this Agreement may join as associate members upon approval of the Fusion Center Executive Team. An associate member shall participate by providing resources as it deems necessary and appropriate but does not assign an employee on a full-time basis to the Fusion Center.

4.3 Section VII., Management of the East Valley Gang Information & Criminal Information Fusion Center, is replaced in its entirety with the following:

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

- (A) The management of the day-to-day operation of the Fusion Center shall be the responsibility of MPD.
- (B) The promulgation of policy and oversight of the operation of the Fusion Center shall be the responsibility of the Fusion Center Executive Team, the members of which shall be the chief law enforcement officer for each original participating agency, or designee.
- (C) Additional agencies may be invited to join the Fusion Center. The Executive Team may invite the chief law enforcement officer of a new participating agency to be a member of the Executive Team. Chiefs of associate members to this Agreement shall not be eligible to be members of the Executive Team.
- (D) The Executive Team may determine that in order to enhance the mission and effectiveness of the Fusion Center that there be connectivity and sharing of information with other similar regional, state and/or federal Fusion Centers or other law enforcement systems.
- (E) Once a determination has been made pursuant to Subsection D above, the Parties authorize the MPD Chief or designee to negotiate and enter into any necessary agreements and/or documents to connect to and share information with other similar state and/or federal Fusion Centers or other law enforcement systems with the following conditions:
1. That any such agreements contain the necessary safeguards to insure the integrity and security of information maintained at the East Valley Gang Information and Criminal Information Fusion Center.
 2. That no such agreement require the Parties to indemnify another Fusion Center except that an agreement negotiated by the MPD Chief or designee may include substantially similar indemnification language found under Section IX of this Agreement.

3. That no such agreement shall require the Parties of this Agreement to dedicate any funds in support of that agreement without the prior written approval of the impacted Party.
4. That no term of any such agreement be in conflict with any provision of this Agreement.
5. That the agreements be solely for the purpose of connecting to and sharing information with other Fusion Centers or law enforcement systems.

4.4 Section XIV., Other Provisions, is hereby modified by deleting the last paragraph of the section which starts with the words "This Agreement shall be" and ends with the words "Chief of Police of the Mesa Police Department."

5. The following sections are added to the Agreement:

XVI. Compliance with the E-VERIFY Program

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XVII. Prohibition of Doing Business with Sudan and Iran

27. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

6. 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.

