



# MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAJO  
SHERIFF



May 31, 2016

Chief Jerry Geier  
Goodyear Police Department  
175 N 145<sup>th</sup> Avenue  
Goodyear, Arizona 85338

Dear Chief Geier:

**Subject: User Agreement Arizona Automated Fingerprint Identification System  
FAST Site (non-financial)**

The City of Goodyear Police Department has been identified as a user of the Maricopa County Sheriff's Office Arizona Automated Fingerprint Identification System FAST (Full Access System Terminal) Site. As such, the State requires the Sheriff's Office to enter into agreements with other agencies accessing FAST through the MCSO site. There is no charge for access.

Enclosed are two original User Agreements requiring your signature and the signature of the authorized head of the governing body for the City of Goodyear.

Please return one fully signed agreement to:

Maricopa County Sheriff's Office  
Business Services Division  
550 W Jackson Street, 4<sup>th</sup> Floor  
Phoenix, AZ 85003

Thank you.

Sincerely,

Suzanne R Baier, Commander  
Business Services Division

Enclosures (2)

Copy: Commander Julie Ahlquist, Sheriff Records and ID

C-50-16-103-3-00

ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AZAFIS)  
FAST Site  
USER AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona administered by and through the SHERIFF'S OFFICE "MCSO" and the CITY OF GOODYEAR "CITY" administered by and through the GOODYEAR POLICE DEPARTMENT "GPD" collectively referred to as the Parties. The Parties enter into this IGA for the use of the Arizona Automated Fingerprint Identification System (AZAFIS) Full Access System Terminal (FAST) site at MCSO.

This IGA is a condition of MCSO's "ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AZAFIS) USER AGREEMENT," DPS Contract No. 2008-303 which is attached hereto for reference.

1. Purpose

MCSO has been designated as an AZAFIS FAST site by the AZAFIS Advisory Board and agrees (in addition to being responsible for entering and searching its own agency's Ten Prints and Latent Prints through the centralized AZAFIS databases at the Arizona Department of Public Safety) to process Ten Prints and Latent Prints for all other law enforcement agencies within the County in which the FAST site is located (except remote terminal site agencies) or any other agency that opts to obtain AZAFIS services directly from the Arizona Department of Public Safety. The service is provided at no charge to GPD.

2. Term and Termination

This IGA shall begin on May 1, 2016 and terminate upon thirty (30) days written notice to the other party or in any case where MCSO would no longer be designated as an AZAFIS FAST site by the AZAFIS Advisory Board.

3. Termination for Non Availability of Funds

This agreement is a non-financial agreement. However, if continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year, if sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Parties and the notifying Party may cancel this Agreement and have no further obligation to the other Parties. In the alternative, the Parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided. The Parties may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least thirty (30) days in advance.

4. Relationship

Nothing in this Agreement shall be construed to establish an employment, agency, partnership, joint venture or other relationship between the Parties. Neither party shall be liable or responsible for the acts, errors or omissions of the other Party. Neither Party shall have authority to bind the other Party to any contract, debt or liability. Neither Party shall be liable for the separate debts, liabilities, or obligations incurred by the other Party, except as otherwise provided in this Agreement. Each Party shall be responsible for the management and oversight of its own employees/staff.

5. The GPD

5.1 Agrees and recognizes the use of information received is solely to establish the identity of individuals using AZAFIS technology.

5.2 Understands that the MCSO as an AZAFIS FAST site must comply with all AZAFIS rules, policies, and procedures regarding the security of the AZAFIS system.

5.3 Agrees to assume full responsibility for the lawful use of any released information obtained as a

result of an AZAFIS transaction.

- 5.4 Will provide a contact person's (or persons') name, telephone number and/or pager/cellular number who can be reached twenty-four hours a day, seven days a week for the purpose of receiving the results of any Ten Print or Latent processing inquiries.
  - 5.5 Authorizes the MCSO to enter the originating agency Identifier (ORI) in all fields where specified by AZAFIS policies and procedures.
  - 5.6 Will submit Ten Prints to the AFIS/Fingerprint Section electronically.
6. The MCSO:
- 6.1. The AFIS/Fingerprint Section is located at 111 S. 3rd Avenue, 4th Floor, Phoenix, Arizona 85003. The contact telephone number for the AFIS/Fingerprint Section is (602) 876-1047 and (602) 876-1049 for AFIS/Fingerprint Section Manager and MCSO AZAFIS Site Manager.
  - 6.2 Crime Lab Unit will only enter Latent Prints into the AZAFIS System and comply with the AZAFIS IGA with the Arizona Department of Public Safety and AZAFIS policies and procedures.
  - 6.3 MCSO reserves the right to immediately suspend furnishing information covered by the terms of this IGA if it appears that there has been misuse by the GPD of any information provided to the GPD. The MCSO will resume furnishing such information upon receipt of satisfactory assurance that misuse of provided information did not occur or that such misuse has been fully corrected or eliminated.
  - 6.4 Will comply with the set standards for response time, records entry and system availability as specified in the AZAFIS Policy and Procedures Manual.
  - 6.5 Will not be responsible for errors generated by faulty source data from GPD.
7. Indemnification
- CITY shall indemnify, defend, save and hold harmless the County and MCSO, County's departments, boards, commissions, and the County's and MCSO's 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 GPD or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of GPD 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 CITY from and against any and all claims. It is agreed that CITY will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of this agreement, CITY agrees to waive all rights of subrogation against the County and MCSO, the officers, officials, agents, and employees thereof for losses arising under this agreement.
8. Conflict of Interest
- Pursuant to A.R.S. §38-511, a party may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of that party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the

Agreement. Additionally, pursuant to A.R.S § 38-511 the party cancelling this Agreement may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on its behalf from any other party to the contract arising as the result of the Agreement.

9. Notices

All notices required under this IGA shall be deemed to have been fully given when made in writing and delivered by: (i) personal delivery; (ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) overnight courier service, and addressed as follows:

MCSO:  
Maricopa County Sheriff's Office  
Chief of Administration  
550 W Jackson Street, 5th Floor  
Phoenix, AZ 85003

GPD:  
Goodyear Police Department  
Chief Jerry Geler  
175 N 145<sup>th</sup> Avenue, 4455 W. Van Buren St., STE. E-101  
Goodyear, AZ 85338

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the date set forth above.


CITY OF GOODYEAR

MARICOPA COUNTY

\_\_\_\_\_  
Mayor Date

 5-31-16  
Clint Hickman, Chairman Date  
Maricopa County Board of Supervisors

ATTEST:  
\_\_\_\_\_ Date

ATTEST:  
  
Fran McCarroll, 051816 Date  
Clerk of the Board

City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Legal Counsel Date

 5.24.2014  
Deputy County Attorney Date

GOODYEAR POLICE DEPARTMENT

\_\_\_\_\_  
Chief Jerry Geler Date  
Goodyear Police Department