

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date prepared: July 26, 2010

Council Meeting Date: August 17, 2010

TO: Carl Swenson, City Manager

FROM: Larry Ratcliff, Chief of Police 

SUBJECT: Intergovernmental Agreement with the City of Phoenix to provide West Valley cities the ability to analyze and share intelligence data.

RECOMMENDATION:

That the Mayor and Council approve an Intergovernmental Agreement (IGA) between the City of Phoenix and the City of Peoria for the purchase and installation of Intel Lead software module utilizing funds received from the State of Arizona Homeland Security Grant Program.

In addition, it is recommended that the Mayor and Council approve the sole source request of the Intel Lead software module with Knowledge Computing Corporation in the amount of \$169,689.98.

SUMMARY:

Last fiscal year, the Police Department was awarded \$225,000 in Homeland Security Grant funds for an intelligence sharing database. The Peoria Police Department was designated as the sub grantee agency for the reimbursement of funds from the State of Arizona to purchase the identified software module. This grant was approved by City Council October 20, 2009.

The Intel Lead software module will be incorporated into the City of Phoenix COPLINK system which will allow other West Valley agencies to share and analyze intelligence information in a timely manner. This module is proprietary software and it only available to be purchased through Knowledge Computer Corporation which results in a sole source purchase.

ATTACHMENT:

IGA with City of Phoenix
Sole source justification with Knowledge Computer Corporation

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

CONTACT: Teresa Corless, ext 7035

When recorded return to:
City of Peoria, City Clerk
8401 W. Monroe Street
Peoria, AZ 85345

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF PHOENIX (POLICE DEPARTMENT)
AND THE
CITY OF PEORIA (POLICE DEPARTMENT)**

This Intergovernmental Agreement (“Agreement”) is entered into this **17th** day of **August** (the “Effective Date”), by and between the City of Peoria, an Arizona municipal corporation through its Police Department (“Peoria”), and the City of Phoenix, an Arizona municipal corporation through its Police Department (“Phoenix”). Phoenix and Peoria are collectively referred to as “Parties” and independently as Phoenix, Peoria and Party.

RECITALS

WHEREAS, Peoria Police Department has been designated as the Subgrantee agency for the reimbursement of funds from the State Homeland Security Grant Project of the Arizona Department of Homeland Security (AZDOHS); and

WHEREAS, Phoenix and Peoria desire to work cooperatively to provide the West Valley cities with the ability to analyze and share intelligence data; and

WHEREAS, Phoenix is authorized by A.R.S. § 11-9512 *et seq.* to enter into this Agreement and Peoria is authorized by the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 *et seq.*, to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is agreed between the Parties as follows:

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for joint cooperative efforts by the Phoenix Police Department and Peoria Police Department to provide West Valley cities the ability to analyze and share intelligence data in a timely manner.

COVENANTS

This Agreement shall become effective on or upon filing with Maricopa County Recorder after having been approved by Phoenix and Peoria whichever occurs later and will continue through the date upon which the 2009 AZDOHS grant number 555211-01 ends (December 31, 2010), including extensions, whichever is later.

I. Phoenix Police Department agrees:

- A. The Phoenix Police Department will authorize Peoria Police Department to procure software and services as specified in the State Homeland Security Grant Program for the benefit of the Phoenix Cop Link Node.
- B. The Phoenix Police Department will monitor the activities of sub-recipients as necessary to ensure the award is used for the authorized purpose and in compliance with laws, regulations, and the provision of the contracts or grant agreements, and that performance goals are achieved as stated in OMB Circular A-133, Subpart D 400 section d(3).
- C. The Phoenix Police Department will oversee and supervise the installation of the Intel Leads module in the Phoenix Cop Link.
- D. The Phoenix Police Department will maintain and support the Intel Leads module in the Phoenix Cop Link node in the same manner as any other module.
- E. The Phoenix Police Department will grant access for query purposes only to the Phoenix Cop Link node for the listed West Valley police agencies that are non-data source Cop Link participants. The list of West Valley police agencies includes, but is not limited to, Avondale Police Department, El Mirage Police Department, Goodyear Police Department, Surprise Police Department, Tolleson Police Department, Wickenburg Police Department and Youngtown Police Department.
- F. The Phoenix Police Department has the right to assess the above listed West Valley police agencies that are non-data source Cop Link participants the annual per-user fee to utilize the Phoenix Cop Link node for query purposes.
- G. The Phoenix Police Department will assume the responsibility for the maintenance support services fee after the expiration of the current grant period.

II. Peoria Police Department agrees:

- A. The Peoria Police Department will acquire the applicable quotes for the Intel Leads module, related hardware, service agreement and any other related authorized expenditure allowable by the grant award.
- B. The Peoria Police Department will submit reimbursement requests only for the specified software and services included in the grant.
- C. The Peoria Police Department will issue payment for the authorized purchases, maintain the required procurement documentation and issue payment on approved invoices.
- D. The Peoria Police Department will complete the reimbursement request for the authorized expenditures to the Arizona Department of Homeland Security.
- E. The Peoria Police Department will comply with the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs Financial Guide. Peoria also agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

III. Both Parties agree:

- A. That program funds shall be used to support and enhance activities of the Phoenix Cop Link node. These funds will not be used to supplant State and/or local funds that would otherwise be made available for such purposes.
- B. Complete all activities related to this Agreement within the time period prescribed in the Arizona Department of Homeland Security State Homeland Security Grant Program. Written requests for an extension will include information and documentation to support the amendment request and a proposed schedule for completion.
- C. Retain all financial records and other documents relevant to this Agreement for a period of not less than five (5) years from the end of the Agreement, in compliance with A.R.S. § 35-214.
- D. To comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. § 38-511.

IV. INDEMNIFICATION

Each party (as “Indemnitor”) agrees to the extent permissible under Arizona law shall indemnify, defend, and hold harmless the other Party (as “Indemnitee”), its agents, representatives, officers, directors, officials, employees or volunteers from and against any and all claims, damages, losses, liability, costs, or expenses (including reasonable attorney fees, court costs, and the cost of appellate proceedings) (collectively referred to as “Claims”) attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property, 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.

V. NOTICES

Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service (e.g., Federal Express, UPS or DHL) or by mutually acknowledged facsimile transmission addressed as follows:

To Phoenix:

Phoenix, Arizona 85____

To Peoria:

City of Peoria
City Manager’s Office
8401 W. Monroe Street, Room 300
Peoria, Arizona 85345

V. MISCELLANEOUS PROVISIONS

A. In accordance with A.R.S. § 41-4401 – the Parties mutually warrant that they are in compliance with and further acknowledge:

- (i) That they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
 - (ii) That a breach of a warranty under subsection A above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of contract;
 - (iii) That the parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection A above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal work hours in order to facilitate such an inspection.
- B. Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.
- C. In accordance with A.R.S. § 35-397, the Parties certify that they do not have scrutinized business operations in either Sudan or Iran.
- D. The Parties acknowledge that this Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
- E. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.
- F. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, Arizona.
- G. This written Agreement and attachments hereto (if applicable) constitute the entire Agreement between the Parties with respect to the subject matter hereto. This Agreement may not be released, discharged, changed, or modified, except by an instrument in writing, signed by a duly authorized representative of each of the Parties, except as expressly provided otherwise in this Agreement.
- H. Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.

- I. This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- J. All documents referred to in this Agreement are hereby incorporated by reference into this Agreement.
- K. Waiver, or failure of any Party at any time to require performance by the other of any provision herein, shall in no way affect the Party's subsequent rights and obligations under that provision. Waiver by either Party of a breach of any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF PEORIA, an Arizona municipal corporation

CITY OF PHOENIX, an Arizona municipal corporation

By: _____
Bob Barrett, Mayor

By: _____

Recommended by:

Recommended by:

By: _____
Larry J. Ratcliff, Chief of Police

By: _____

ATTEST:

Mary Jo Waddell, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

This agreement has been reviewed by the attorney for the City of Phoenix and it is determined that the Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Phoenix.

Dated this ___ day of _____, 2010

City of Phoenix Attorney

This agreement has been reviewed by the Office of the City Attorney as legal counsel for the City of Peoria, who has determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Peoria.

Dated this ___ day of _____, 2010

Stephen M. Kemp, City Attorney
8401 W. Monroe Street
Peoria, Arizona 85345



REQUEST FOR SOLE SOURCE

MATERIALS MANAGEMENT
Procurement
8314 W Cinnabar Avenue
Peoria, Arizona 85345-6560

Return to: Materials Management

Telephone: (623) 773-7115
Fax: (623) 773-7118

Date: 14-Jul-2010

From: _____

Sole Source Request for the Purchase of: **COPLINK Software License for Intel LEAD**

Requested Supplier: Knowledge Computing Corporation

Phone: 877-522-9599

Supplier's Address: 7750 E. Broadway Blvd., #100

Fax: 520-574-1519

Tucson, AZ 85710

Funding Source: Homeland Security 7575-7795

Contact: Mike Widemer

Est. Expenditure: \$ 169,689.98

Statement of Need:

The department's recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I am aware of no conflict of interest or compromising action. Personal familiarity with particular brands, types of equipment, materials or firms has not influenced the request to sole source this purchase. Refer to the attached sole source justification as prepared by our department and to the attached review of available products/services.

Jeresa Cordes
Signature of Requesting Division Manager

7-22-10

Date

[Signature]
Approval of Department Director

7-22-10

Date

Materials Management Comments:

Peoria received grant funds, as approved by Council on 10/20/09. The funds are basically to purchase the software license for the Phoenix PD. This COPLINK software license is compatible w/ the Materials Management Approvals: Phoenix system. An IGA is being developed.

Lia Hong
Buyer

7/22/2010

Date

[Signature]
Materials Manager

7-26-2010

Date

Sole Sourcing:

pending Council approval of IGA

Any sole source request should contain full technical justification, and statement that other sources have been investigated and the results of such investigation.

All Sole Source requests shall contain the following information:

1. Full explanation of the product or service required.
2. A full explanation of the existence of a sole source condition which explains the rationale for noncompetitive procurement.
3. A detailed summary of efforts made to locate other potential sources, methods to locate them, and the reasons for selection or rejection of each potential source.

Please note, the lack of planning, or desire to provide acceptable specifications for use in competitive bidding and personal preference are not justification.

Please submit sole source request in advance to allow sufficient time for review and negotiation of a contract (if needed).



REQUEST FOR SOLE SOURCE

MATERIALS MANAGEMENT

Procurement

8314 W Cinnabar Avenue
Peoria, Arizona 85345-6560

Return to: Materials Management

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Signature of Requesting Division Manager

7-22-10

Date

Approval of Department Director

7-22-10

Date

Materials Management Comments:

Materials Management Approvals:

Buyer

Date

Materials Manager

Date

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Date: July 7, 2010
Subject: Intel LEAD Module
To: Michael Self
Intelligence/Homeland Security Analyst
Lieutenant (ret.)
FBINA Session #208

Mike,

This is to inform you and the City of Peoria Police Department that in response to your inquiry COPLINK Intel LEAD® is a module that is proprietary and is only available from i2 – Knowledge Computing Corporation and to customers who have purchased COPLINK base and are licensed by Knowledge Computing Corporation.

[REDACTED]
Tom O'Neil

Senior Vice President

Global Sales



COPLINK Purchase Proposal

For: City of Peoria Arizona
8351 W. Cinnabar Avenue
Peoria, AZ 85345

Date: July 21, 2010

Expires 30 days from above date

Summary

This proposal describes the costs associated with purchase and deployment of the below-described products. The System Cost specifies all costs associated with a standard installation of the products. The Statement Of Work defines the tasks to be performed by Knowledge Computing Corporation (KCC) in support of the purchaser's installation requirements.

Proposed Module

KCC proposes incorporating the following products into the existing COPLINK Solution System:

Intel LEAD Module

System Cost

Software License

Project Cost Summary

Description	Qty	Price	Total
COPLINK Software License Intel LEAD	1	\$136,500.00	\$136,500.00
Year One License Fee (maintenance and technical support)	1	\$20,475.00	\$20,475.00
Total Project Cost			\$156,975.00



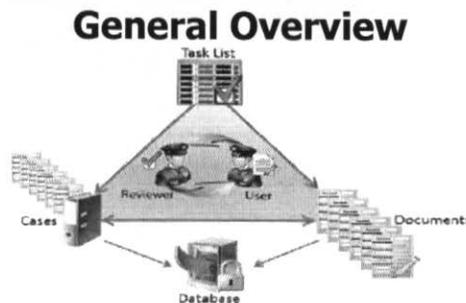
Statement Of Work

OBJECTIVE: Provide the Intel LEAD Module to Peoria Arizona Police Department for use on the existing Phoenix COPLINK Node.

DELIVERABLE ITEMS:

1. Provide the Intel L.E.A.D. software on the existing Phoenix Police Department COPLINK node.
2. Install and configure Intel L.E.A.D. to the existing Phoenix Police Department node
3. The COPLINK Training Director will arrange for one two-hour Web Training Session for the Intel LEAD module.

WARRANTY: KCC shall provide a 30-day warranty on all software components included in or modified during installation. Warranty period begins upon system acceptance. The one year maintenance quote above begins at the end of the warranty period.



COPLINK Intel LEAD (Law Enforcement Actionable Data) is a data entry module for analysts investigating individuals or groups suspected of criminal or terrorist activity. Information from active investigations is entered into a segregated database. The system then continuously searches across all databases in the COPLINK Node to identify relationships and patterns relevant to the investigation.

In addition, analysts have the ability within Intel LEAD to force associations among people, locations or other objects like vehicles based on empirical evidence. Analysts are automatically alerted when new information becomes available. Intel LEAD is compliant with Federal regulation 28 CFR Part 23, which governs criminal intelligence systems. It supports defined data retention periods, log retention reviews and captures the reason for retention.

Transaction logs allow audits to measure agency or individual user compliance. Intel LEAD also alerts the system administrator when records are approaching retention deadlines. If no action is taken to update or review a record to justify retention, the record is automatically deleted and a deletion entry is recorded in the transaction log.