

SPILLMAN INSIGHT USER AGREEMENT
between
ARIZONA DEPARTMENT OF PUBLIC SAFETY
and
EL MIRAGE POLICE DEPARTMENT

This user agreement ("Agreement") between the Arizona Department of Public Safety ("DPS") and [Agency] ("User") is for the sharing and exchange of information between law enforcement agencies through Spillman InSight and is effective on the date last signed below.

InSight is a multijurisdictional data sharing tool that can increase officer safety, improve agency productivity, and create strong alliances between agencies within a state or region.

InSight enables agencies to build interoperability by linking participating agencies' data servers in real time and allows law enforcement personnel to query and gather information from other participating agencies.

The sharing of information between criminal justice agencies aids the administration of criminal justice.

The DPS is the Spillman InSight administrator. As the administrator, DPS maintains the server and the information locally within the data sharing system.

In consideration of the ability to share and exchange information through Spillman InSight, User agrees as follows.

A. Information Exchange.

- a. DPS agrees to furnish User with a connection to Spillman InSight Broker (Spillman Insight).
- b. User agrees to share and exchange information with participating law enforcement agencies through Spillman InSight as administered by DPS. User shall determine what information User will share through Spillman InSight.
- c. User acknowledges and agrees that the purpose of this system is to facilitate the exchange of criminal justice information for official purposes.
- d. The exchange of information covered by this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information and with all rules, procedures, and policies adopted by the FBI CJIS Advisory Policy Board, the ACJIS and NCIC Operating Manuals, the CJIS Security Policy, 28 C.F.R. Part 20. User is solely responsible for giving notice of the above-listed rules and regulations to its employees.

B. Privacy and Security.

- e. User agrees that the use of information provided and received pursuant to this Agreement shall be limited to the administration of criminal justice, as defined in A.R.S. § 41-1750.
- f. User shall assume all liability for the release of criminal history record information and/or criminal justice information.

C. Indemnification. 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, agents, employees, or volunteers.

D. Cancellation. This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

E. Arbitration. In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

F. Effective Date/Duration. The term of this Agreement shall become effective on the date last signed. The term of this Agreement shall remain in effect until December 30, 2022. Thereafter, the Agreement shall automatically renew for a period not to exceed three (3) one-year terms.

G. Termination. Either party may terminate this Agreement for convenience or cause with thirty (30) days written notice to the other party.

H. Notice. Any notice required to be given under the Agreement will be provided by mail to:

Devon Atkinson or Designee

Paul Marzocca, Police Chief or Designee

I. Arizona Department of Public Safety

J. El Mirage Police Department

P.O. Box 6638 Mail Drop 3726
2102 W. Encanto Blvd
Phoenix, Arizona 85009

12401 W Cinnabar Ave
El Mirage, AZ 85335

K. Non-discrimination. User agrees that User will comply with all applicable laws relating to equal opportunity and non-discrimination, including the non-discrimination requirements of Executive Order 2009-09.

**ARIZONA DEPARTMENT OF
PUBLIC SAFETY**

EL MIRAGE POLICE DEPARTMENT

Col. Heston Silbert, Director

Date

Date