

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF YUMA, CITY OF SAN LUIS, CITY
OF SOMERTON, COCOPAH INDIAN
TRIBE AND QUECHAN INDIAN TRIBE**



This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Yuma, through and on behalf of the Yuma Regional Communications System ("YRCS"), the City of San Luis, through and on behalf of the San Luis Police Department ("SLPD") and San Luis Fire Department ("SLFD"), City of Somerton through and on behalf of the Somerton Police Department ("SmtnPD") and Somerton Fire Department ("SmtnFD"), Cocopah Indian Tribe through and on behalf of the Cocopah Police Department ("CcpaPD") and Quechan Indian Tribe through and on behalf of the Quechan Police Department ("QchnPD"). SLPD, SLFD, SmtnPD, SmtnFD, CcpaPD and QchnPD are sometimes referred to individually as "AGENCY" or collectively as "AGENCIES".

NOW, THEREFORE, IT IS HEREBY AGREED by and between YRCS and AGENCIES as follows:

1. PURPOSE:

The purpose of this MOU is for the shared use of the YRCS South County Public Safety Server Farm (SCnty Server") and its New World AEGIS software, which will provide AGENCIES the shared access to the YRCS Public Safety Software System ("PSSS") for the purpose of Computer Aided Dispatch ("CAD"), Records Management ("RM") and Mobile for Field Reporting. The SCnty Server houses the PSSS and the PSSS will be used to access the Arizona Criminal Justice Information Services ("ACJIS") interface from within each AGENCY as well as to shared data collected and provided for officer safety.

2. DEFINITIONS:

YRCS: Yuma Regional Communication Systems

AGENCY/AGENCIES: Police and Fire Departments consisting of SLPD, SLFD, SmtnPD, SmtnFD, CcpaPD, and QchnPD

SLPD: City of San Luis Police Department

SLFD: City of San Luis Fire Department

SmtnPD: City of Somerton Police Department

SmtnFD: City of Somerton Fire Department

CcpaPD: Cocopah Tribal Police

QchnPD: Quechan Tribal Police

Hosted AGENCY: A law enforcement agency with an approved ACJIS interface that primarily transits through a message switch.

DPS: Arizona Department of Public Safety, designated by the Federal Bureau of Investigation to serve as the CJIS systems agency for Arizona

ACJIS: Arizona Criminal Justice Information Services
CJIS: Criminal Justice Information Services
SSO: System Security Officer
LASO: Local Agency Security Officer

3. PROCEDURE

A. Roles:

1. YRCS:

- a. YRCS owns, maintains and manages the SCnty Server that runs the New World Aegis Public Safety Software application which provides CAD/RM/Mobile/Jail services. The SCnty Server is housed at the City of Somerton Public Safety Facility located at 300 Main St, Somerton, AZ. The SCnty Server hosts a message switch for ACJIS transactions available for the use of the AGENCIES. There is T-1 connection funded by DPS from DPS to the ACJIS line for ACJIS message switch transactions to transit to and from YRCS users. YRCS agrees to allow the shared use of all software and hardware pursuant to the terms and conditions of the Intergovernmental Agreement between the City of Yuma and Yuma County effective February 23, 2011 ("IGA") and pursuant to the Terms and Conditions For Yuma Regional Communications Systems Member Agencies ("YRCS Member Terms"), as applicable.
- b. YRCS will retain the ACJIS message switch transaction logs for one (1) year.
- c. YRCS installed the SCnty Server physically in the Somerton Public Safety Facility, SmtnPD has designated a SSO and LASO to maintain Compliance with CJIS Security Policy

2. AGENCIES

- a. **AGENCIES** will share the SCnty Server, New World AEGIS Public safety software pursuant to the terms and conditions of the IGA and the YRCS Member Terms, as applicable.
- b. AGENCIES agree to the shared use of the SCnty server with New World AEGIS public safety software and understand all data is stored in a common data base. Efforts to keep AGENCIES with access to the SCnty Server from accessing other AGENCY's data is being made through the use of permissions. Notwithstanding the efforts to secure data on the SCnty Sever, there are instances in the CAD application and function where data protection and isolation from other AGENCIES will not be possible. AGENCIES agree that in the event of an access breach by personnel from another AGENCY to data that is not their own, that personnel will be subject to discipline pursuant to that AGENCY's disciplinary process.
- c. **AGENCIES agree and understand that their existing independent MSP databases will be converted and migrated to a single database under the Upgrade to the Enterprise version of the PSSS scheduled to be completed by December 2019. AGENCIES agree to work together to reach and use common**

calls for services, unit types, unit statuses, validation sets and other like uses whenever possible. Future common uses and services shall be brought before the AGENCIES's Chief's for consideration and approval.

B. Responsibilities

1. YRCS:

- a. YRCS is responsible for network and communications security of the communication path from the SCnty Server to the message switch.
- b. YRCS is responsible for oversight of any modification of the message switch configuration.

2. AGENCIES

- a. Each AGENCY which requires access to ACJIS shall designate a SSO and LASO to maintain compliance with CJIS Security Policy.
- b. Each AGENCY, through its designated SSO and LASO, is responsible for CJIS security controls, terminal operator certifications, and policies and procedures regarding the use of each ACJIS device.
- c. Each AGENCY's designated SSO is responsible for any misuse of the ACJIS systems and security incidents.
- d. Each AGENCY's SSO is responsible for the monthly validations entered in ACJIS by their own authorized and non-authorized personnel as per reports provided by DPS.
- e. Each AGENCY will provide and keep current, the personnel roster of its current SSO, LASO, and other designated ACJIS interface contacts, if applicable, to YRCS.
- f. All requests to YRCS for support must be made by the AGENCY's SSO, LASO or other designated personnel.
- g. Any request for YRCS inspection of message switch log data must be made through the AGENCY's SSO.

C. Compliance with CJIS Security Policy:

- 1. YRCS will ensure CJIS Security Policy compliance for the systems that YRCS is responsible for, to include the communications path from the AGENCY to YRCS, the message switch, and the communications path to DPS.
- 2. AGENCIES will ensure CJIS Security Policy compliance for the systems each AGENCY is responsible for, to include all ACJIS devices, associated networks, and physical locations.
- 3. Compliance with CJIS Security Policy is the minimum required security measures for the use of the shared ACJIS interface.

D. Violations:

AGENCIES shall comply with the CJIS Security Policy and the ACJIS Operating Manual,

which are incorporated into this MOU by reference. Any violation by any AGENCY of CJIS Security Policy or ACJIS Operating Manual may result in suspension or termination of AGENCY's access to, pending review and determination of continued access, the shared ACJIS interface. AGENCY will have thirty (30) days after notice from DPS to remedy CJIS Security Policy or ACJIS Operating Manual violations. AGENCY will be notified by DPS of any further penalties or remedial action if necessary.

E. INTEROPERABILITY:

AGENCIES acknowledge and understand the YRCS PSSS installed in the SCnty Server is interconnected with two (2) other server farms located at the Yuma Police Department and Yuma County Sheriff's Office which support data interoperability. Limited data will be shared in the form of CAD to CAD transfers and Multi-Server searches with the Yuma Police Department ("YPD"), Yuma County Sheriff's Office ("YCSO") and Yuma County Adult Detention Center ("Jail"). AGENCIES agree to participate in interoperability of sharing data for officer safety purposes, bookings into the Jail and expediting calls for service to help protect and expedite services to the citizens of Yuma County.

- 4. INDEMNIFICATION:** To the fullest extent permitted by law, each party (the "Indemnitor") agree to indemnify, defend and hold harmless each other party, and their respective departments, agencies, officers, directors, employees and agents (the "Indemnitee") for, from and against any and all losses, expenses, damages, liabilities, demands, or claims, including reasonable attorneys' fees and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively "Claims") resulting from and/or arising out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this MOU, except to the extent such Claims arise out of or are based upon acts or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Indemnitor's departments, agencies, directors, officers, employees, and agents whether employed directly or indirectly by Indemnitor.
- 5. TERM:** This MOU shall commence on the Effective Date defined in Section 7 of this MOU and be for a period of five (5) years unless terminated as set forth in this MOU.
- 6. JURISDICTION:** Nothing in this MOU shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this MOU is intended to confer any rights or remedies to any person or entity that is not a party to this MOU.
- 7. EFFECTIVE DATE:** This MOU shall become effective on the date that is the latest date an AGENCY executes this MOU.

8. **TERMINATION:** Termination of this MOU may be affected by YRCS or AGENCY/AGENCIES with thirty (30) days written notice to the other AGENCIES and/or YRCS, as applicable. Upon termination or withdrawal, the AGENCIES and YRCS shall return any property to its original owner.

9. **MODIFICATIONS:** Changes or modifications to this MOU are not effective unless made in writing and signed by all AGENCIES and YRCS.

10. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between the AGENCIES and YRCS pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded.

11. **SEVERABILITY:** The AGENCIES and YRCS agree that should any part of this MOU be held invalid or void, the remainder of the MOU shall remain in full force and effect.

12. **GOVERNING LAW:** This MOU shall be construed under the laws of the State of Arizona and applicable federal law.

13. **DISPUTE RESOLUTION:** If there is a dispute, the AGENCIES and YRCS agree to negotiate in good faith to resolve the matter.

14. **WORKER'S COMPENSATION:** The primary employer of an employee shall be solely liable for any workers' compensation benefits, which may accrue.

15. **NOTIFICATIONS:** Notices permitted or required to be given under this MOU or under law shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other addresses as the AGENCIES of YRCS may designate from time to time by notice given in accordance with this Section:

To AGENCY:

City of San Luis
1030 E. Union St.
P.O. Box 3720
San Luis, AZ 85349
Attn: Police Chief

City of Somerton
445 E. Main St
P.O. Box 638
Somerton, AZ 85350
Attn: Police Chief

Cocopah Indian Tribe
14515 E Veterans Way
Somerton, AZ 85349
Attn: Police Chief

Quechan Indian Tribe
405 Quechan Rd
Winterhaven, CA 92283
Attn: Police Chief

To YRCS: City of Yuma
 One City Plaza
 Yuma, AZ 85364
 Attn: ITS /
 YRCS Project Manager

IN WITNESS WHEREOF, the parties have executed this MOU through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein.

For City of Yuma

For YRCS

Gregory K. Wilkinson
City Administrator

Leon Wilmot
Sheriff, Yuma County
YRCS Chair Person

Date Signed

Date Signed

APPROVED AS TO FORM:

ATTEST:

Richard Files
City Attorney

Lynda L. Bushong
City Clerk

For City of San Luis

For San Luis Police Department

Tadeo de la Hoya
City Administrator

Richard Jessup
Police Chief

Date Signed

Date Signed

For San Luis Fire Department

Angel Ramirez
Fire Chief

APPROVED AS TO FORM:

ATTEST:

Kay M. Macuil
City Attorney

City Clerk

For City of Somerton

For City of Somerton Police Department

City Administrator

Joseph Turrito
Police Chief

Date Signed

Date Signed

Paul de Anda
Fire Chief

Date Signed

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

For Cocopah Indian Tribe

For Cocopah Tribal Police Department

**Sherry Cordova
Council Chair Person**

**Joseph Jenkins
Police Chief**

Date Signed

Date Signed

APPROVED AS TO FORM:

ATTEST:

Tribal Counsel

Tribal Clerk

For Quechan Indian Tribe

For Quechan Tribal Police Department

Jordan D. Joaquin

Kirk Nerva

Council President

Police Chief

Date Signed

Date Signed

APPROVED AS TO FORM:

ATTEST:

Tribal Counsel

Tribal Clerk