

**INTERLOCAL AGREEMENT FOR
PFLUGERVILLE POLICE DEPARTMENT CONNECTIVITY
TO AUSTIN POLICE DEPARTMENT
AUTOMATED PALM AND FINGERPRINT IDENTIFICATION SYSTEM
(APFIS)**

This agreement is entered into by and between the following parties: the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "City", and Pflugerville Police Department, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "Pflugerville PD".

WHEREAS, the City currently operates an Automated Palm and Fingerprint System (APFIS) in the Austin Police Department (APD) for identification processes involved in the booking and criminal justice system; and

WHEREAS, the City and Pflugerville PD have each determined that it would be mutually advantageous for the Pflugerville PD to connect to the City's APFIS, to enter its fingerprint and palm print records into the APFIS database, and to search the database for matches; and

WHEREAS, the City and Pflugerville PD are authorized to enter into this agreement by Chapter 791 of the Government Code, the Interlocal Cooperation Act;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and Pflugerville PD agree as follows:

SECTION 1. PFLUGERVILLE POLICE DEPARTMENT RESPONSIBILITIES

- (1) Connectivity. Pflugerville PD will furnish and maintain the communication line from the APD to the Pflugerville Police Department.
- (2) Support.
 - (a) Pflugerville PD will provide 24-hour contacts for both the IT Section and the ID Section.
 - (b) Pflugerville PD will be available on a 24-hour basis to assist with any issues that affect the operations of the system.
- (3) Hardware and Software.
 - (a) Pflugerville PD will purchase the workstation and any necessary peripherals, at its expense.
 - (b) Pflugerville PD will establish and purchase any necessary interfaces from existing equipment.

- (c) Pflugerville PD will maintain a maintenance agreement that is commensurate with APD's maintenance agreement.
- (d) Pflugerville PD will report any system problems to APD to determine if the problem is a local or system issue. If it is determined that the problem is a local problem, Pflugerville PD will contact Gemalto/Cogent for service assistance, at Pflugerville PD's expense.
- (e) Pflugerville PD will have a back-up plan for those records not entered into the system electronically while the system is not functioning. All records not sent electronically during down time will be entered at a later time by Pflugerville PD.

(4) Operations.

- (a) Pflugerville PD will submit all 10 print cards resulting from Class B or higher arrests in Pflugerville, but not entered by the Travis County Sheriff's Department, to the APD Gemalto/Cogent database.
- (b) Pflugerville PD will submit to the APD Gemalto/Cogent database the palm prints of those individuals arrested for Class B or higher arrests but not entered by the Travis County Sheriff's office for the following crimes:
 - (i) all felony crimes; and
 - (ii) all burglary and theft related offenses.
- (c) All searches will be returned to the Pflugerville PD for verification.
- (d) Pflugerville PD will utilize its SID number for identification of its records.
- (e) Only APD personnel will be authorized to delete records from the database.
- (f) Pflugerville PD will forward any necessary deletions or expunction of records to the APD Crime Records Section representative in writing.

(5) User Qualifications.

- (a) Pflugerville PD will insure that all personnel utilizing the search capabilities of the system:
 - (i) for known 10 print and palm print searches will be trained and proficient in ink print comparison; and
 - (ii) for latent prints and palm prints will be trained and proficient in the field of latent prints.
- (b) Pflugerville PD agrees that an identification made on a latent print in the system must be verified by a second examiner before the identification is verified on the system.
- (c) Pflugerville PD agrees that City may restrict Pflugerville PD's access to the database if Pflugerville PD fails to utilize qualified personnel, or if substandard work product is being experienced.

SECTION 2. CITY RESPONSIBILITIES

- (1) Connectivity. City will furnish the security hardware, e.g. firewalls for the interagency connection.
- (2) Support.
 - (a) City will maintain the security of the system.
 - (b) City will provide Pflugerville PD with a 24-hour contact for problems.
- (3) Hardware.

- (a) If a problem is reported to City, and City determines it is a system problem, City will contact Gemalto/Cogent for service assistance, at City's expense.
- (b) City will attempt to keep any system down time to a minimum. If the system is to be down for longer than 4 hours, the Pflugerville PD contact will be notified.

SECTION 3. COSTS

Each party will pay its own costs and expenses in performing its responsibilities under this Agreement.

SECTION 4. EFFECTIVE DATE, TERM OF CONTRACT, AND TERMINATION

This Agreement takes effect when signed on behalf of both parties, and shall remain in effect for an initial term to expire on September 30, 2019. This Agreement shall automatically renew annually, on October 1 of each successive year, for up to 10 years, unless terminated by either party by written notice given at least sixty (60) days prior to the end of each contract year.

Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

City and Pflugerville PD are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

Pflugerville PD may not assign its rights or subcontract its duties under this contract without the prior written consent of City. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 7. DISPUTE RESOLUTION

The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another until they have exhausted the procedures set out in this section.

At the written request of either party, each party shall appoint one non lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

SECTION 8. SUSPENSION FOR UNAVAILABILITY OF FUNDS

This Agreement is to be contingent upon approval and appropriation by the parties of sufficient funds in their respective operating budgets for each party's fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-appropriation of funds will not be construed as a default under this Agreement. The parties agree to give the other party at least 90 days advance written notice of termination under this provision.

SECTION 9. NOTICE TO PARTIES

Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

Chief of Police
1611 E; Pfennig Lane
Pflugerville, Texas 78660

Chief of Police
715 E. 8th Street
Austin, Texas 78701

A party may change its address by providing notice of the change in accordance with this section.

SECTION 10. MISCELLANEOUS

Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is executed in duplicate originals.

CITY OF AUSTIN

CITY OF PFLUGERVILLE

By _____
Spencer Cronk
City Manager

By _____
Trey Fletcher
Interim City Manager

Date _____

Date _____