

RESOLUTION NO. 2615

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE TOHONO O'ODHAM NATION FOR POLICE DISPATCH, PROPERTY, AND RECORDS MANAGEMENT SERVICES AT THE WEST VALLEY CASINO AND RESORT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.

WHEREAS, A.R.S. §§ 11-952 and 13-3872 et seq. authorize public agencies to enter into intergovernmental agreements for joint or cooperative action;

WHEREAS, the Tohono O'odham Nation desires to contract with the City of Tolleson to provide police dispatch, property, and records management services for the Nation's Police Department at the West Valley Casino and Resort; and

WHEREAS, the Mayor and Council find that the approval of the Intergovernmental Agreement (the "Agreement") is in the best interest of the citizens of Tolleson and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Agreement between the City of Tolleson and the Tohono O'odham Nation for police dispatch, property, and records management services at the West Valley Casino and Resort is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 26th day of August, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2615

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOHONO O'ODHAM
NATION AND THE CITY OF TOLLESON FOR POLICE DISPATCH SERVICES AND
ADMINISTRATION**

This Intergovernmental Agreement (this "Agreement") is entered into between the City of Tolleson, an Arizona municipal corporation ("Tolleson"), and the Tohono O'odham Nation, a federally recognized Indian Tribe (the "Nation"), for the purpose of providing dispatch and property and records management services for the Nation's Police Department at the West Valley Casino and Resort.

Whereas, both parties are authorized by A.R.S. § 11-952 and A.R.S. § 13-3872 *et. seq.* to enter into this Agreement; and

Whereas, the Nation desires to contract with Tolleson to provide dispatch and property and records management services for the Nation's Police Department at the West Valley Casino and Resort; and

Whereas, Tolleson can provide the requested services in exchange for compensation from the Nation; and

Whereas, the Parties desire to provide police dispatch and property and records management services more effectively by participating in this Agreement.

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tolleson and the Nation hereby agree as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall be from October 1, 2024 through September 30, 2025 (the "Initial Term") and shall automatically renew itself annually for a period of two (2) years upon the first day of October of each year if the Nation provides Tolleson written notice, no later than March 31, of funding availability for the following fiscal year.
2. **Purpose and Intent.** The purpose of this Agreement is for Tolleson to provide dispatch, property, and records management services for the Nation's Police Department at West Valley Casino and Resort.
 - 2.1. **Records Management Services.** Tolleson will provide records management services for the Nation which will only include housing and dissemination of the reports that are written by the Nation's Officers and subcontracted Officers working at the West Valley Casino and Resort.

- 2.2. Property and Evidence Services. Tolleson will provide onsite collection of the Nation's Police Department at the West Valley Casino and Resort property including evidence items, items awaiting lab testing, dangerous found property items (e.g., drugs and guns) items to be destroyed, safekeeping items and evidentiary items related to the Nation Police Department operations, not housed at the West Valley Casino and Resort or by the Nation Police Department at their main location. Tolleson will also input and track all chain of custody records from the time of pick up by the Tolleson Police Property and Evidence Custodian. Tolleson will provide drop off/pick up of items to/from the DPS crime lab. Tolleson will provide training to the Nation's Police Department officers at the West Valley Casino and Resort in proper packaging techniques for DPS lab submissions, safe handling procedures and packaging guidelines for Tolleson Police storage. Tolleson will hold and eventually destroy items such as drug paraphernalia and drugs in accordance with Tolleson Police Department practices and procedures.
 - 2.3. Software Access. Tolleson will provide the Nation access to and use of Tolleson's police records management system however, the Nation shall be responsible for obtaining their own licenses, purchasing of modules, and paying annual software maintenance costs.
 - 2.4. Dispatch Services. Tolleson shall provide Dispatch Services by dispatching appropriate Nation Police Department units or subcontracted Officers working at the West Valley Casino and Resort upon receipt and identification of a call. Tolleson also shall provide Crime Information Services by entering, validating, and providing clearance information for the National Crime Information Center and the Arizona Criminal Justice Information System under the Nation's originating agency identifier for information requested as a result of the Dispatch Services. Programming of Nation police radios will be done by their subcontractor in accordance with the radio plans of the Nation.
 - 2.4.1. The City of Tolleson is responsible for the administration of the Arizona Criminal Justice Information System ("ACJIS") record files in connection with providing the dispatch services by Tolleson on behalf of the Nation (Document required Exhibit B)
 3. **Scheduled downtime.** Tolleson, through the Communications Center located at 8350 West Van Buren, Tolleson, Arizona, 85353, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services pursuant to this Agreement. The Communication Center is operated as a division of the City of Tolleson Police Department. Except as otherwise agreed to, Tolleson shall retain exclusive authority over the Communication Center. Tolleson agrees to provide the Nation with forty-eight (48) hours' notice of any department scheduled downtime of its communications and case management systems.

4. **Procedures and Protocols.** The Nation and Tolleson will work together to develop and revise police dispatch procedures and protocols. The parties agree to meet quarterly to accomplish this purpose. Programming of Nation police radios will be done by their subcontractor in accordance with the radio plans of the Nation and in compliance with Regional Wireless Cooperative (RWC). The parties further acknowledge that they shall be individually responsible for their respective mobile and portable radios and programming, fees, assessments. Whenever a vehicle or portable radio is added to the RWC for the Nation to be used with Tolleson communications the monthly RWC subscription fees will be added to the quarterly invoice immediately following implementation.
5. **Personnel.** The Chief of the Tolleson Police Department shall use his reasonable discretion to determine the number of personnel to be hired and needed at any given time in order to properly provide the Nation necessary services twenty-four (24) hours a day, seven (7) days a week. Tolleson shall be responsible for hiring and training all personnel deemed necessary by the Chief of the Tolleson Police Department to serve the dispatch needs of the Nation. The personnel shall be employees of the City of Tolleson subject to all City of Tolleson rules and regulations under the direction of the Tolleson Police Department. Tolleson shall also provide training to the Nation staff and new hires as may be needed with respect to the operation of the dispatch and case management systems.
6. **Costs.** In consideration of the services provided by Tolleson, the Nation shall pay Tolleson the amount set forth on Exhibit "A", which will be the annual fee beginning with execution of the contract and continuing through the 30th day of September, 2025.
7. **Increases:** As part of its annual budget process, the Nation shall appropriate sufficient funds to cover the annual fee under this Agreement. The Nation agrees that updates may be made to the annual fee each year. In order to plan for the annual fee, Tolleson shall notify the Nation of the updated annual fee for the following fiscal year on or before March 31 of the current fiscal year. The Nation shall pay Tolleson the updated annual fee beginning on the 1st day of October and continuing through the 30th day of September, for each fiscal year of service until June 2025. The annual fee for each renewal year shall be increased by the greater of five percent (5%) per year or the actual cost attributable to the provision of services under this Agreement, as determined by Tolleson. In addition, should the two parties hereafter agree in writing, Tolleson shall provide, and the Nation shall pay for the proportional costs of providing any additional personnel required to comply with Section 3. Any additional personnel required to provide service under this Agreement shall commence employment on the next renewal date. The method of allocating proportional costs for additional dispatch personnel shall be based on each entity's respective calls for service.

8. **Payment.** Upon execution of this Agreement, the Nation shall pay Tolleson an amount equal to twenty-five percent (25%) of the total annual fee and shall make the same twenty-five percent (25%) payment on or about the first day of every third month. All start-up costs shall be paid upon invoice by Tolleson.
9. **Grants.** The Parties shall support efforts to apply for and receive Federal and State Grants. In the event of termination of this Agreement, all rights to and interest in Federal and State grants shall revert to the Party that applied for and received the grant, unless otherwise set forth by the terms of the applicable grant.
10. **Equipment.** The Nation shall purchase or otherwise provide all equipment necessary to provide personnel of the Nation with the ability to communicate with the Tolleson Communications Center. Equipment required for personnel of the Nation to communicate would include items such as handheld and portable radios, Mobile Data Computers (MDC), remote access equipment/server, switches, and firewall and microwave link. Tolleson will work with the Nation to allow the Nation Police MDC remote access to its network and Record Management System (RMS). In the event the Nation does not acquire and/or provide the necessary initial equipment, Tolleson will be under no obligation to provide communications and dispatch services to the Nation and may terminate this Agreement sixty (60) days after notifying the Nation of such initial equipment deficiency. During such sixty (60) days, Tolleson is not required to provide any service dependent upon such equipment nor supply the missing initial equipment itself.
 - 10.1. The Nation shall be responsible for maintaining in good working order and repairing all initial equipment purchased or provided by the Nation. In the event that any initial equipment purchased or provided by the Nation is damaged, lost, stolen or no longer operative, the Nation will be responsible for the expense for replacement, repair, or reimbursement. Nothing herein shall relieve either party from their responsibility to provide their own equipment for receiving communications and their own equipment for sending communications.
 - 10.2. Tolleson shall have the discretion to upgrade any of the equipment/software associated with providing services under this Agreement. In the event that Tolleson elects to upgrade the equipment, The Nation shall reimburse Tolleson for the cost to upgrade the Nation's equipment in the same manner and time as Tolleson. If the Nation does not have funds to reimburse Tolleson in its current budget, the Nation shall include the reimbursement cost in its next budget to reimburse Tolleson. In the event of a significant capital upgrade (costing more than \$100,000), Tolleson shall provide the Nation with at least eighteen (18) months prior notice of such upgrade, or immediately upon notice from a communications service or equipment provider if such upgrade must occur within eighteen (18) months.
11. The Nation shall be responsible for complying with ACJIS certification through the Arizona Department of Public Safety.

12. **No Obligation to Respond.** Nothing in this Agreement is intended and shall not be construed to require the Tolleson police department to respond to calls for emergencies or provide law enforcement services for events that occur in the West Valley Casino and Resort or the Nation. Notwithstanding the foregoing Tolleson will render assistance in accordance with State statute and City of Tolleson Police Department Policies and Procedures.
13. **Hold Harmless and Indemnification.** Tolleson agrees to indemnify, defend and hold harmless, the Nation and its officers, directors, employees, agents, and affiliates (collectively "the Indemnitees") from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defense, incurred by any of the indemnities caused by or arising from the negligence, gross negligence, or intentional misconduct of Tolleson, its officers, directors, employees, agents, or contractors. In claims against any Indemnatee, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable. This section shall apply regardless of whether or not Tolleson's insurance policies are determined to be applicable to the claim, demand, damage, injury, liability, loss, cost, or expense.
14. To the extent permitted by law each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
15. The Parties further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Party's employee assigned by a Party to do work under this Agreement shall remain an employee of such Party.
16. **Insurance.** The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.
17. **Dispute Resolution.** Any material dispute under this Agreement should be decided by a neutral party. Tolleson Chief of Police shall have authority to decide and resolve disputes of a routine nature, including but not limited to disputes regarding scheduling, internal processes, etc.
18. **Termination.** Either party may terminate this Agreement on the renewal date or for convenience upon one hundred eighty (180) days prior written notice to the other party. Either party may terminate this Agreement for breach upon providing thirty (30) days written notice to the other party.

19. **Notice.** Any notice required to be given under this Agreement will be provided by mail to:

If to Tolleson:

City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk
tolleson.cityclerk@tolleson.az.gov

With a copy to

Tohono O'odham Nation
P.O. Box 830
Sells, Arizona 85634
Attn: Police Chief

20. **Conflict of interest.** No member, official or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.
21. **General Provisions.** There will be no additional charge for administrative fees other than as identified in "Exhibit A".
 - 21.1. The Parties and their respective Councils shall not unreasonably withhold appropriate authority to fund this Agreement. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and or governing bodies of the respective Parties. However, in the event that a party fails to appropriate funds to effectuate this Agreement, this Agreement shall terminate at the end of appropriated fiscal year.
 - 21.2. No individual member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach under the terms of this Agreement.
 - 21.3. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.
 - 21.4. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

21.5. Pursuant to A.R.S. § 41-4401, the Parties mutually warrant that they are in compliance with and further acknowledge that:

21.5.1. 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 and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer;

21.5.2. Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

21.6. The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.

21.7. Each party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

21.7.1. Nothing in this Agreement shall be viewed as an express or implied waiver of either party's sovereign immunity.

22. **Confidential Information**

22.1. Defined. The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence:

22.1.1.i.

(a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Recipient shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Both parties acknowledge that either party may be required to release information under requests made under the provisions of law.

23. **Standard of Care.** Tolleson shall protect the deliverables resulting from services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Tolleson utilizes for its own Confidential Information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

CITY OF TOLLESON

Summary of Annual Costs - FY 2025 - PROPOSAL
Tohono O'odham Nation - Police Department Support Services

Account Title	Updated Amount
51001 Wages - Full Time	\$ 1,307,000.00
51003 Wages - Overtime	\$ 130,000.00
51032 Cell Phone Allowance	\$ 1,000.00
52001 FICA Tax	\$ 88,000.00
52002 Medicare Tax	\$ 20,800.00
52003 Arizona State Retirement	\$ 150,000.00
52004 ASRS Long Term Disability	\$ 2,100.00
52010 Deferred Comp	\$ 12,200.00
52030 Health Insurance	\$ 327,000.00
52031 Dental Insurance	\$ 16,000.00
52032 Life Insurance	\$ 2,400.00
52033 Vision Insurance	\$ 2,000.00
52035 Short Term Disability	\$ 3,000.00
52050 Workers Compensation	\$ 4,200.00
53002 Professional Services	\$ 197,000.00
53003 Maintenance Services	\$ 4,500.00
53050 Electricity	\$ 54,500.00
53054 Phone Service	\$ 7,500.00
53101 Supplies	\$ 4,000.00
53104 Dues and Subscriptions	\$ 22,000.00
53106 Apparel	\$ 3,500.00
53299 Misc Expenses	\$ 1,500.00
53401 Travel Expense	\$ 4,000.00
53402 Food and Meals	\$ 8,000.00
53403 Registration	\$ 3,000.00
53411 Employee Development	\$ 5,000.00
Total Budget	\$ 2,380,200.00
Tohono Allocation %	9.00%
Property Investigation Salary	\$ 85,245.52
Tohono Allocation Costs	\$ 299,463.52

Between the
TOLLESON POLICE DEPARTMENT
This agency hereinafter shall be known as “Holder of Record” and
TOHONO O’ODHAM NATION
This agency hereinafter shall be known as
“Owner of Record”

1. Any agency that has investigative authority and jurisdiction and has an NCIC-assigned Originating Agency Identifier (ORI) must enter records into NCIC/ACTIS as soon as reasonably possible after minimum information is available.
2. Every agency that enters records destined for NCIC or ACJIS must assure that hit confirmation is available for all records, except III records (records from criminal history checks), 24 hours a day either at that agency or through a written agreement with another agency, at its location. "Hit confirmation" means the process of confirming a positive match from the ACIC/NCIC database before taking action on a person or property identified in the record.
3. An originating agency must, within ten minutes for requests, designate urgent or within one hour for requests designated as routine, furnish to any agency requesting confirmation of information entered into ACIC/NCIC, a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.

X A 24-hour terminal agency

Owner of Record is:

X A non-terminal 24-hour agency

_____ A terminal non-24-hour agency

_____ A non-terminal/non-24-hour agency

Holder of Record is a criminal justice agency with the assigned NCIC ORI of **AZ0073100**.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of **AZ0101200**.

Both agencies agree to abide by all rules, procedures, and policies of the NCIC or the Federal Bureau of Investigation (FBI) and ACJIS under the authority of A.R.S. §§ 41-1750 and 41- 1751 and the International Justice and Public Safety Information Sharing Network (Nlets), and are subject to the terms and conditions listed below:

TERMS AND CONDITIONS

3.1 **Purpose of Agreement.** The purpose of this Agreement is to establish responsibility for records entered into NCIC/ACJIS by the Holder of Record under its NCIC-assigned ORI on behalf of the Owner of Record. As they relate to records entered for the Owner of Record, the Holder of Record assumes the following responsibilities:

- Responsibility for data entry.
- Responsibility for documentation.
- Responsibility for cancellation and modification of entries.
- Responsibility for timeliness of entries, cancellations, and modifications.
- Responsibility for his confirmation.
- Responsibility for validation of entries.

3.2 **Rules.** The exchange of all information covered by the terms of 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; with all rules, procedures, and policies adopted by the FBI CJIS Advisory Policy Board (APB) with regard to information furnished through the FBI NCIC program; and with all rules, policies and procedures contained in the ACJIS and NCIC Operating Manuals, CJIS Security Policy; Title 28, Code of Federal Regulations, Part 20; and with all rules, policies and procedures of the Arizona Law Enforcement Telecommunications System (Alerts)/International Justice and Public Safety Information Sharing Network (Nlets) for ACJIS/NCIC policies unless otherwise provided. The user has the burden of giving notice of the requirements of all the above-named rules and regulations to its employees and the other agencies or individuals to whom the user might disseminate information derived pursuant to this Agreement.

3.3 **Secondary Dissemination.** Both agencies agree to assume full responsibility and full liability for the release of criminal history record information and/or criminal justice information. The parties acknowledge that unlawful use of criminal history information and/or criminal justice information, as defined in A.R.S. § 41-1756, is a class 6 felony.

3.4 Sanctions

- **Cancellation.** This Agreement shall remain in effect unless terminated by either agency. Either the Holder of Record or Owner of Record may, upon 30 days written notice of the other agency and to the DPS, cancel this Agreement. Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this Agreement. Termination shall not negate the obligation of either agency to maintain records entered under this Agreement to ensure their accuracy and timeliness.
- **Suspension of Service.** The Arizona Department of Public Safety (DPS), as the CJIS Systems Agency (CSA), reserves the right to suspend telecommunications service to the Holder of Record named herein, likewise the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies, or procedures of NCIC, ACJIS, or Nlets have been violated. The DPS will review circumstances surrounding the suspension or termination of the Agreement and make a final decision relative to further continued agency participation in ACJIS.

3.5 **Indemnification.** To the extent permitted by law, both the Holder of Record and the Owner of Record agree to indemnify and save harmless the DPS, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to the USER pursuant to this Agreement. This paragraph does not apply to other Arizona state agencies who are covered by the Arizona Department of Administration.