

Katie Hobbs
Governor



Elizabeth Alvarado-
Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

DIVISION OF BUSINESS AND FINANCE
100 NORTH FIFTEENTH AVENUE • SUITE 302
Mesa, ARIZONA 85007
(602) 625-8325

ADOA Agreement Number DBF2025SB1735-RMS02

This Agreement is entered into by and between the **City of Mesa by and through the Mesa Police Department** and the **Arizona Department of Administration** (hereinafter referred to as "**ADOA**") and shall be effective as indicated in Section 1 - Term of Agreement.

A. Mesa Police Department and ADOA enter into this Agreement pursuant to Laws 2025, Ch. 233, Sec. 127 of the First Regular Session. Whereas \$3,208,500.00 was appropriated for the Law Enforcement Records Management System, established under Laws 2024, Ch. 209, Sec. 127, for fiscal year 2025-2026. From this appropriation, the ADOA shall allocate \$ 215,800.00 to **Mesa Police Department**.

B. Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs.

C. Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

D. The **Mesa Police Department** has those duties set out in Laws 2024, Ch. 209, Sec. 127, including contracting for those services necessary or desirable to enable **Mesa Police Department** to adequately perform its duties.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Term of Agreement

This Agreement shall be effective from **July 1, 2025** and shall remain in effect until **June 30, 2026**.

2. Scope of Services

The **Mesa Police Department** agrees to provide services related to the implementation, maintenance, and support of a Law Enforcement Records Management System, as described in Laws 2024, Ch. 209, Sec. 127. The services will include the following:

A pilot program to connect the records management systems and computer aided dispatch systems of four agencies, including the Pinal county sheriff's office. The software for the pilot

project must do all of the following:

- (a) Be able to integrate data from common law enforcement systems such as computer aided dispatch and records management systems on a real-time basis.
- (b) Provide capabilities to deduplicate redundant records in law enforcement systems.
- (c) Provide advanced configurable search, analytics and visualization capabilities to support common law enforcement mission needs.
- (d) Provide granular access controls that allow law enforcement agencies to appropriately restrict access to information by data type, organization, roles, responsibilities, individual investigations and other parameters.
- (e) Allow for secure, permission-controlled data integration and sharing between any participating Arizona law enforcement agencies.
- (f) Be accessible on a wide variety of common law enforcement agency devices such as desktops, laptops, in-car computers and mobile devices.
- (g) Have a demonstrated track record of meeting or exceeding similar mission needs and the ability to reach full operational capability within ninety days of initiation.
- (h) Allow for integration with existing law enforcement agency identify and access management solutions, such as single-sign-on and multi-factor authentication.
- (i) Be hosted in a secure, criminal justice information services compliant cloud environment that can scale to accommodate the increasing volume and velocity of Arizona law enforcement data needs.
- (j) Meet or exceed all federal bureau of investigation criminal justice information services security standards.
- (k) Provide granular audit logging for all user interactions with data.
- (l) Provide a fully open, interoperable architecture and business terms that ensure that Arizona law enforcement agencies retain full and total rights to agency data at all times.

3. Changes to Scope of Services

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by the **Mesa Police Department** and **ADOA**. Any additional services provided by **ADOA** shall be subject to then-current established **ADOA** billing rates and paid for in accordance with Section 5.

4. Reporting Requirements

The **Mesa Police Department** shall submit a financial report on or before September 30th of each year to the **ADOA** of all expenditures made for the Law Enforcement Record Management System in the preceding fiscal year.

The **Mesa Police Department** shall submit a program report on or before September 30th of each year to the **ADOA** of a summary of the program activities for the Law Enforcement Record Management System in the preceding fiscal year.

5. Manner of Financing

The Arizona Department of Administration shall distribute the sum of \$215,800.00 to the **Mesa Police Department** to establish and maintain a Law Enforcement Records Management System, established under Laws 2024, Ch. 209, Sec. 127. This distribution is based on the appropriated amount from Laws 2025, Ch.233, Sec. 127, subject to the availability of funds and compliance with all applicable laws and regulations.

The **Mesa Police Department** acknowledges that these funds are intended to be used exclusively for the implementation, maintenance, and support of the Law Enforcement Records Management System program, and that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds. The parties agree to maintain accurate records of all expenditures related to the Law Enforcement Records Management System.

6. Termination

Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party.

In the event the parties determine the Scope of Services requires the acquisition of capital equipment necessary for the business functions of the **Mesa Police Department** and determine to amortize the cost of such equipment over several years, the **Mesa Police Department** shall reimburse **ADOA** for such unamortized amounts on or before the date the contract is terminated.

In the event resources other than capital equipment have been specifically acquired for the **Mesa Police Department** business function and upon the determination by **Mesa Police Department** to terminate this Agreement prior to **ADOA's** recovery of the cost of these resources, **Mesa Police Department** shall be responsible to reimburse **ADOA** for the unrecovered cost of these resources, on or before the date the contract is terminated.

UNIFORM TERMS AND CONDITIONS

7. Administration and Operation

- **Records.** Under A.R.S. § 35-214 and § 35-215, the Mesa Police Department shall retain any and all Data and other “records” relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Mesa Police Department shall produce a legible copy of any or all such records.
- **Non-Discrimination.** The Mesa Police Department shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Mesa Police Department’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement.
- **Facilities Inspection and Materials Testing.** The Mesa Police Department agrees to permit access to its facilities, and the Mesa Police Department’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the Mesa Police Departments facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- **Advertising, Publishing and Promotion of Award.** The Mesa Police Department shall not use, advertise or promote information for commercial benefit concerning this award

without the prior written approval of ADOA.

- 8. Federal Immigration and Nationality Act.** Mesa Police Department shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of Mesa Police Department records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Mesa Police Department be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
- 9. E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Mesa Police Department warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 10. Availability of Funds for the Current State Fiscal Year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

 - Accept a decrease in award offered to the Mesa Police Department;
 - Cancel the award; or
 - Cancel the award and re-solicit the requirements.
- 11. Personnel.** Mesa Police Department warrants that its personnel will perform their duties under the Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Mesa Police Department further warrants that its key personnel will maintain any and all certifications relevant to their work, and Mesa Police Department shall provide individual evidence of certification to State's authorized representatives upon request.
- 12. Agreement Termination**

 - **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Mesa Police Department receives written notice of the cancellation unless the notice specifies a later time. If the Mesa Police Department is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
 - **Termination for Convenience.** The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Mesa Police Department shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The Mesa Police Department shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 13. Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

- 14.** This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- 15.** This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- 16.** This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
- 17.** Any change, modification, or extension of this Agreement must be submitted to the ADOA in writing or email.
- 18.** This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- 19.** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- 20.** The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 21.** Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Mesa Police Department expressly state that this Agreement does not create any third-party rights of enforcement.
- 22.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- 23.** If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 24.** Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- 25.** Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this agreement.
- 26.** All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

Mesa Police Department:	ADOA:
City of Mesa	Arizona Department of Administration
Police Department	Division of Business and Finance
130 N Robson	100 N. 15 th Avenue
	Suite 302
Mesa, AZ 85201	Mesa, AZ 85007
ATTN: Patrick Phelps	ATTN: Michael Gurr
Deputy Director	Deputy Assistant Director
Phone Number: 480-644-4465	Phone Number: 602.625.8325
Email: Patrick.Phelps@mesaaz.gov	Email: mike.gurr@azdoa.gov

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

City of Mesa:

ADOA:

Arizona Department of Administration

By: _____
Scott J Butler, City Manager

By: _____
Elizabeth Alvarado-Thorson
Director

Date: _____

Date: _____