

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COCHISE COUNTY
AND
CITY OF TOMBSTONE
FOR SPILLMAN SYSTEM**

1. Purpose. The purpose of this Intergovernmental Agreement (“IGA”) is to set forth the terms and mutual understandings between Cochise County (“Cochise”) and the City of Tombstone (“Tombstone”) regarding management, responsibility, technical support, computer replacement, security and access of the Tombstone Marshal (“Marshal”) to the Spillman Data System (“Spillman System”) and Arizona Criminal Justice Information System (“ACJIS”). This IGA will also set forth the division of responsibilities among certain Cochise County departments and offices; it is understood, however, that vis-a-vis Tombstone, the mutual rights and responsibilities are between Cochise County, as an entity and Tombstone, as an entity. Likewise, obligations that are stated to be those of Marshal are obligations of the City of Tombstone.

2. Authority. Cochise and Tombstone have authority to enter into this IGA, pursuant to A.R.S. § 11-952.

3. CCIT’s Responsibilities. Cochise County’s Information Technologies Department (“CCIT”) will have responsibility for the following:

A. Connect Marshal to the Spillman System and, for that limited purpose, to the County Network and provide all services consistent with the Cochise County Computer Usage and Accountability Policy. Tombstone acknowledges that it has received and reviewed a copy of said Policy, which is attached hereto as Exhibit A. Tombstone further acknowledges that CCIT may from time to time modify said Policy. CCIT shall provide Tombstone with the same notification of Policy changes that it provides to departments and offices of Cochise.

B. Maintain secure connectivity between the Marshal, the Cochise County Sheriff’s Office (“Sheriff’s Office”) and ACJIS, in accordance with Arizona Criminal Justice Commission (“ACJC”) requirements.

C. Maintain all equipment and log books necessary for the connection between Cochise and Arizona Department of Public Safety (“DPS”), regarding ACJIS.

D. Maintain all required logs in a place accessible to the Spillman System Administrator (who is appointed and employed by Cochise) for a period of time not less than what is required by the ACJC Policy.

E. Ensure that all personnel and equipment as determined by the Marshal’s Security Officer have the necessary access and permissions.

F. The Local Agency Security Officer (“LASO”) appointed by CCIT will coordinate with Marshal’s Security Officer in ensuring that all security requirements and policies are properly adhered to.

G. Assist Marshal’s Security Officer with tracing of data, and access information when requested by either the LASO or ACJIS integrity unit.

H. Act as a liaison between Marshal’s Security Officer and ACJC or DPS on matters of security and access.

I. Provide necessary access and training for the Spillman System.

J. Keep Marshal informed of all updates and current information regarding the Spillman System.

K. Administer, manage and provide all technical assistance for the Spillman System on behalf of Tombstone.

L. Purchase, install, maintain and support six (6) docking stations for the Mobile Data Units (“MDU”).

M. Maintain four (4) computers and replace them after four (4) years.

4. Sheriff’s Responsibilities. The Sheriff’s Office will have responsibility for the following:

A. Coordinate with CCIT and Marshal ensuring that all rules, regulations and policies at the State and Federal level concerning ACJIS are adhered to.

5. Marshal’s Responsibilities. Marshal will have responsibility for the following:

A. Coordinate with CCIT all computer and network requirements.

- B. Adhere to Cochise County Computer Usage and Accountability Policy.
- C. Inform CCIT of all personnel changes in a timely manner.
- D. Report to CCIT any issues concerning usage and security of all computer and network systems.
- E. Report to the Spillman System Administrator all issues, personnel and equipment, regarding the Spillman System and ACJIS systems.
- F. Appoint a Security Officer for matters concerning the ACJIS, which Security Officer shall be responsible for ensuring that Tombstone abides by all ACJIS security policies, procedures and regulations.
- G. Ensure that all computer systems used to access the ACJIS are located and maintained in a secured area, as prescribed by the ACJC policy and procedures.
- H. Ensure that all Tombstone personnel having access to the ACJIS meet all requirements as prescribed by ACJC policy.
- I. Inform the LASO of all personnel changes regarding access to the Spillman System and ACJIS system, submitting request for additions, modifications and removals.
- J. Keep the LASO informed of any computer or personnel movement, as well as any possible security violations.
- K. Tombstone agrees to pay the following fees:
 - i. System Maintenance Fee: Tombstone agrees to pay Cochise \$4,500.00 per year to maintain the computer system, including all MDUs, computers, and e-mail support. Tombstone currently has eight (8) MDUs.
 - ii. Spillman System Maintenance Fee: Tombstone agrees to Pay Cochise \$3,750.00 per year to maintain the Spillman System, for a maximum of fifteen (15) Spillman users.
 - iii. Equipment Replacement Plan (MDUs): Tombstone agrees to pay \$5,100.00 per year for replacement of MDUs every six years. The fee for replacement of the MDUs includes Office 365 software.
 - iv. Equipment Replacement Plan (Computers): Tombstone agrees to pay \$500 per year for replacement of computers over the next four (4) year. The fee for replacement of the computers includes Office 365 software.

v. Docking Stations: Tombstone agrees to pay a one-time purchase fee of \$3,250 for the purchase of seven (7) MDU docking stations.

L. Tombstone warrants that entering into this IGA does not violate any other agreement or policy, and that it has been approved by its governing body. Cochise warrants that entering into this IGA does not violate any other agreement or policy, and that it has been approved by its governing body.

M. In addition, to all aforementioned costs associated with the MDUs and otherwise, Tombstone agrees to pay Cochise for any increase(s) in software or licensing costs.

N. In addition to all aforementioned costs associated with the MDUs and otherwise, Tombstone agrees to pay Cochise for any computer replacement costs that are not covered by the Equipment Replacement Plan fee during the year in which the computers are replaced every four years.

6. Contacts. The primary contact for the Cochise under this IGA is Joe E. Casey. If he is not available, his designee is Stacey Echternach. The primary contact for Tombstone is Robert Randall. If he is not available, his designee is Dee Jackson. Contact information is below.

Joe E. Casey
CIO / IT Director, Cochise County
1415 Melody Lane, Bldg. D
Bisbee, AZ 85603
jcasey@cochise.az.gov
520/432-8302 (office)
520/234-7038 (cell)

Alan Gordon
Senior Systems Administrator
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520/432-8316 (office)
520/559-6299 (cell)

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Robert Randall
Tombstone Marshal's Office
P.O. Box 339
315 E. Fremont Street
Tombstone, AZ 85638
RRandall@cochise.az.gov
520/457-2244 (office)

Dee Jackson
Records Supervisor
P.O. Box 339
315 E. Fremont Street
Tombstone, AZ 85638
djackson@cochise.az.gov
520/457-2244 (office)

7. Notice. Any notice desired or required to be served by either party upon the other or any notice provided for in this Agreement shall be in writing and shall be deemed given upon hand delivery or three (3) business days after being deposited in the United States mail or upon receipt and acknowledgement by e-mail, to the party to whom addressed, as set forth in Paragraph 6, above. Either party may change the address or contact to which notice shall be delivered, mailed or sent by e-mail by notice duly given.

8. Term of Agreement. This Agreement shall become effective when signed by all the parties. The term of this Agreement shall be one (1) year and shall be automatically renewed for four (4) successive one (1) year periods, unless a party notifies in writing, to the address listed in Paragraph 6, above, the other party of its intent not to renew the Agreement for the upcoming year. Such notices must be made not later than thirty (30) days before the automatic renewal date.

9. Termination. This IGA may be terminated for any reason by any party upon sixty (60) days written notice by either party or by mutual agreement of the parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. Provided, however, that in the event that Cochise reasonably believes that security of the system is endangered by any of the arrangements under this IGA, and cannot be remedied in a timely manner, in its sole discretion Cochise may terminate this IGA immediately upon notice to Tombstone. This IGA also may be terminated by either party for cause, including failure to make payments due hereunder, upon five (5) days written notice with an opportunity to cure the default.

10. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Compliance with non-discrimination laws: To the extent applicable, the parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

12. Audit & Records: Both parties agree to retain all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, both parties agree that such books, accounts, reports, files and other records shall be subject to audit, pursuant to A.R.S. § 35-214.

13. Arbitration: The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.

14. General Provisions:

14.1. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

14.2. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

14.3. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

14.4. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

14.5. The headings used in this Agreement are for convenience only and are not a substantive part of this Agreement.

14.6. Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

15. No Joint Venture. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to the Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for purposes of workers’ compensation.

16. Indemnification and Hold-Harmless. 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 court-awarded 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, officials, agents, employees, or volunteers.

17. Boycott of Israel. In accordance with ARS § 35-393.01, both parties certify that Tombstone is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

18. Warranty of Validity. Both parties warrant that entering into this IGA does not violate any other agreement or policy, and that it has been approved by their respective governing bodies.

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19. Execution of Agreement. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

DATED: _____

Ann English, Chair, Board of Supervisors

ATTEST:

Arlethe G. Rios, Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

DATED: _____

Christine J. Roberts, Civil
Deputy County Attorney

DATED: _____

Dustin Escapule, Mayor, City of Tombstone

ATTEST:

Brenda A. Ikirt, Interim City Clerk
City of Tombstone

APPROVED AS TO FORM:

DATED: _____

P. Randall Bays, Attorney for
City of Tombstone