

INTERGOVERNMENTAL AGREEMENT
FOR THE
CRIMINAL JUSTICE INTEGRATION SYSTEM

BETWEEN

CITY OF FLAGSTAFF, an Arizona municipal corporation, of 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the “City”),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “County”);

WHEREAS:

A. The County and the City entered into an intergovernmental agreement (hereinafter the “Agreement”) commencing on the 1st day of July 2005, for the County to provide operational and maintenance support for a central integration environment (hereinafter the “Components”). The Components provide for the indirect exchange of criminal justice information to Flagstaff Justice Court, Flagstaff Police Department and Flagstaff City Court and City Attorney’s Office;

B. The Agreement provided for a one (1) year term, and an option to renew for a five (5) year term;

C. The parties renewed the agreement for a five (5) year period, from 2006 to 2011 after which the Agreement continued on a year-to-year basis;

D. The parties wish to clarify that the County will continue support the Components in accordance with the standards supported by the Arizona Office of the Courts (AOC) and the total costs to support the Components will be revised to accurately reflect ongoing maintenance, see Schedule A.

E. The parties wish to renew the Agreement for a ten (10) year period.

THEREFORE, in consideration of their mutual promises set out herein, the City and the County agree as follows:

1. The County will operate and maintain the Components including replacements of the Criminal Justice Integration System (CJIS) Production Server(s).
2. The County shall establish, maintain, and upgrade as needed the CJIS infrastructure, both hardware and software, along with needed connectivity. The County shall allow access to the system by approved vendors in a timely manner for needed maintenance, repairs or

expansion of the system as determined by the Criminal Justice Integration governance committee and in accordance with the County's Information Technology Security Policy and the Arizona Criminal Justice Integration System Security Policy.

3. The City shall reimburse the County for the City's proportional share of the Total Costs in accordance with Schedule "A" attached hereto, which is to be reconciled to actual costs for the final payment in each fiscal year for the duration of this Agreement. The County shall issue an invoice to the City quarterly for the City's proportional share of the Total Costs in arrears. The City shall pay such quarterly invoices within Thirty (30) days after receipt thereof.

4. The term of this IGA shall commence on July 1, 2021 and remain in effect for a period of ten (10) years unless terminated earlier. Either party may terminate this Agreement by giving ninety (90) days written notice of termination to the other party. Notwithstanding the foregoing, written notice of termination shall not be given during the last ninety (90) days of any fiscal year.

5. In addition to the requirements in Section 6 of this Agreement, the parties shall not engage in or permit any activity which will cause the cancellation of, or increase the existing premiums on, any insurance relating to this Agreement.

6. To the fullest extent permitted by law, the parties agree to indemnify, defend, save and hold harmless the other party, and its officers, officials, council members, citizens, agents, employees and volunteers for, from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") including but not limited to, personal injury (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, negligence, or alleged negligence of that party, or of that party's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of County to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnified party shall, in all instances, except for Claims arising solely from the negligent acts of the Indemnified party, be indemnified by the indemnifying party for, from and against any and all Claims. It is agreed that the indemnifying party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

7. Each party shall procure and maintain for the duration of the Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the parties, party's agents, representatives, employees or contractors and commercial property insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein.

8. This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly

authorized representative of each party.

9. The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party 's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

10. Any notice given in connection with this IGA must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

11. Any dispute under this IGA or related to this IGA will be decided in accordance with the laws of the State of Arizona.

12. If any part of this IGA is held to be unenforceable, the rest of the IGA will nevertheless remain in full force and effect.

13. The parties agree that this IGA may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

14. This IGA shall be filed with the Coconino County Recorder upon execution pursuant to A.R.S. § 11-952.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have executed this IGA as of the date herein before indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

Paul Deasy, Mayor

Matt Ryan, Board Chair

ATTEST:

ATTEST:

City Clerk

County Clerk

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

SCHEDULE A

**Criminal Justice Integration Project
Common Costs Supporting the Integration Development and Production Support**

Cost Component Description	FY22 Annual Cost
Pragmatica Support Costs:	
1. Annual Maintenance and Support	\$70,000
Central Integration Technical Components:	
1. IBM MQS Integration Middleware	\$7,757
County Operational Hardware:	
1. Managed Physical Server Hosting (1), \$780/month, Basic Support, Backup and Operating System (OS) Management	\$9,362
TOTAL FY22:	\$87,119
TOTAL CITY SHARE @ 50%	\$43,559.50
TOTAL COUNTY SHARE @ 50%	\$43,559.50