RESOLUTION NO. 2022-1212

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY REGARDING THE PROVISION OF LAW ENFORCEMENT ELECTRONIC RECORDS MANAGEMENT.

NOW, THEREFORE, **BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

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

SECTION 2.   The Intergovernmental Agreement regarding the provision of law enforcement electronic records management is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3.   The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, on this 24th day of May, 2022.

_____
Jack W. Miller, Mayor

ATTEST:

Erin Deskins
_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire
_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2022-1212 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 24, 2022, and that quorum was present thereat and that the vote thereon was _7_ ayes and _0_ nays and _0_ abstentions. _0_ Council members were absent or excused.

Erin Deskins
_____
Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2022-1212

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT BETWEEN
YAVAPAI COUNTY AND THE TOWN OF CHINO VALLEY

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into this ___ day of _____ , 2022, by and between Yavapai County, a political subdivision of the State of Arizona ("County"), and the Town of Chino Valley, Arizona, an Arizona municipal corporation ("Town"). County and Town may be referred to individually and collectively as "Party" or "Parties".

RECITALS

A.   The County has provided electronic law enforcement records management and maintenance services to the Town under a prior intergovernmental agreement (the "Prior IGA").

B.   The Prior IGA was executed by the County on April 23, 2019, and by the Town on March 29, 2019. The term of the Prior IGA expired on June 30, 2019, and thereafter automatically renewed for two successive one-year terms, which will end on June 30, 2022.

C.   Both Parties utilize Spillman software to manage various types of law enforcement data, find the mutual and cooperative efforts to be beneficial to both Parties, and desire to continue a similar information and systems management relationship.

D.   The Parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and consideration described herein, County and Town agree as follows:

1.   **Purpose:** The purpose of this Agreement is to provide the terms and conditions pursuant to which the County will manage and maintain Town's law enforcement computerized data and systems.

2.   **Term and Renewal: Termination:**

2.1   The Parties hereby agree that the Prior IGA shall terminate at the end of its current term, June 30, 2022, and shall not be further renewed.

2.2   This IGA shall be effective for a one-year term, from July 1, 2022, through June 30, 2023.

2.3   After the initial one-year term, this IGA shall automatically renew for up to two additional one-year terms unless written notice of intent not to renew is given by one Party to the other Party at least sixty (60) days prior to the expiration date of the then-current term. If either Party gives such written notice, the IGA shall terminate at the end of the then-current term. Each renewal term shall begin on July 1, and end on June 30 of the following year.

2.4   This Agreement may be terminated at any time prior to the expiration of the initial term or any renewal term by mutual written agreement of the Parties hereto. Any termination of this IGA shall not relieve either Party of responsibility for costs incurred prior to the effective date of the cancellation.

2.5   The Parties may terminate this Agreement with thirty (30) days written notice specifying the termination date. Any termination of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

3.   **Responsibilities of the County:**

3.1   The County shall manage and maintain the Town's law enforcement computerized data system, computer aided dispatch, and national crime and state crime information modules (collectively the "Computerized Law Enforcement Data and Systems"), all of which are within Spillman software.

3.2   The County shall act as system administrator for the Town's Computerized Law Enforcement Data and Systems and manage the security features of the Town's Computerized Law Enforcement Data and Systems in accordance with industry standards and to the satisfaction of the Town.

3.3   The County's administrative and management duties do not include minor changes, described in Section 5.2, below.

3.4   The County shall, to the extent permitted by law, share the County's Computerized Law Enforcement Data and Systems with the Town.

3.5   The County shall coordinate any Spillman software upgrades with the Town so that both parties will continue to use the same versions of the software.

3.6   The County shall be the Town's point of contact for any requests for any significant upgrades or changes to Spillman software that could result in system unavailability for periods of time longer than one hour and shall notify and inform the Town at least five days prior to any significant upgrades or changes.

4.   **Responsibilities of the Town.**

4.1   The Town shall pay the costs for any and all equipment required to enable it to connect with the County network.

4.2   The County shall be responsible for minor changes to the Computerized Enforcement Data and Systems such as reassignments, adding or removing employees system privileges, and management of passworded files.

4.3   The Town shall maintain, in accordance with Arizona public records requirements and other applicable laws, all permanent files that the County forwards to the Town for permanent archival storage.

4.4   The Town shall, to the extent permitted by law, share its Computerized Law Enforcement Data and Systems with the County.

4.5   The Town shall coordinate with the County for any desired system changes, updates, upgrades or additional functionality of the Town's Computerized Law Enforcement Data and Systems. The Town shall direct all requests for such updates, upgrades or additional functionality to the County, and shall not directly contact any vendor(s) or service provider(s) without prior written notice to, and agreement by, the County.

5.   **Compensation:**

5.1   In consideration of the services provided by the County, the Town shall, on or before July 1, 2022, pay the county the amount of $ $17,920.72.

5.2   In the event that this IGA automatically renews pursuant to Section 3.3, above, the consideration for each subsequent term shall be the amount paid in the previous term plus three percent of the amount paid in the previous term.

6.   **Notices:**

All notices under this IGA shall be in writing and sent to the appropriate person. Notices shall be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first- class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

Yavapai County Sheriff's Office
Attn: Administrative Services Manager
255 E. Gurley St.
Prescott, AZ 86301

Town of Chino Valley
Chief of Police
1950 Voss Drive, #301
Chino Valley, AZ 86323

Each Party may specify by notice to the other a different address for purposes of subsequent notices. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

7. **Indemnification:**

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 attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this IGA.

8. **Additional Agreements and Standard Provisions:**

      8.1   Arizona Law. This Agreement shall be interpreted and enforced pursuant to Arizona Law.

      8.2   Relationship of Parties. The Parties are independent of each other and neither Party shall be deemed to be the employee or agent of the other Party except as provided herein in Section 3, above.

      8.3   Severability. If any provision(s) of this IGA is/are invalid, illegal, or unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

      8.4   Entire Agreement. This IGA represents the entire, integrated agreement between the Parties for the purposes set forth herein. The IGA may be amended only by written instrument signed by the Parties.

      8.5   No Parol Evidence. This IGA is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this document.

      8.6   No Waiver. No action or failure to act by the Parties constitutes a waiver of any right or duty under this IGA, nor does the action or failure to act constitute approval of or acquiescence in a breach of the IGA, unless the waiving Party memorializes the waiver or approval in writing and sign it.

      8.7   Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

      8.8   Mutual Drafting. The Parties acknowledge and agree that this IGA shall not be

construed for or against a Party because part or all of it was drafted by a Party or a Party's attorney.

8.9   Cancellation. This IGA is subject to the cancellation provisions of A.R.S. § 38-511.

8.10   Compliance with Law. The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including but not limited to environmental laws.

8.11   Inspection and Testing. The Parties agree to permit access, at reasonable times, to their facilities related to the purposes and responsibilities of the Parties as set forth in this Agreement.

8.12   Immigration Law Compliance. Both Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the Parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee of either who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

8.13   Alternative Dispute Resolution. Pursuant to A.R.S. § 12-1518, disputes under this IGA may be resolved through the use of arbitration upon written agreement of the Parties.

8.14   Prohibition of Assignment of Rights and Responsibilities. Neither Party to this IGA may assign its rights or responsibilities under this IGA without the prior, written consent of the other Party.

8.15   Execution in Parts. This IGA may be executed in two or more counterparts. Each counterpart will be deemed an original, and all counterparts shall form a single instrument.

8.16   Disposition of Property. All property purchased by a Party pursuant to that Party's respective duties pursuant to this IGA shall be returned to the purchasing Party upon termination of this Agreement for any reason.

8.17   Authority to Bind. Each person executing this IGA represents that he or she has full and legal authority to execute this IGA for and on behalf of the respective Party for which he or she is executing this IGA and to bind that Party.

8.18   Pursuant to A.R.S. § 35-393.01. If Chino Valley engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Chino Valley certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

3489533.2

Yavapai County

Town of Chino Valley

_____
Mary Mallory, Chairman

Date _____

_____
Jack Miller, Mayor

Date _____5/25/22 14:03 EDT_____

ATTEST:

SEAL

_____
Kim Kapin, Clerk   Date

Erin Deskins   5/26/22 16:08 EDT
_____
Erin Deskins, Town Clerk   Date

In accordance with A.R.S. §11-952, this IGA has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to Yavapai County

In accordance with A.R.S. §11-952, this IGA has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the Town of Chino Valley

Andrew McGuire

_____
Steven Clark, County Attorney

Date _____

_____
Andrew McGuire, Town Attorney

Date _____5/25/22 14:22 EDT_____