

**INTERGOVERNMENTAL AGREEMENT BETWEEN
YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY
and
CITY OF YUMA
FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES**

This Intergovernmental Agreement ("IGA") is made effective as of the 19th day of SEPTEMBER 2014 ("Effective Date"), by and between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("YCIPTA"), and City of Yuma (the "City"), an Arizona municipal corporation. The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

WHEREAS, YCIPTA is in need of information technology related services which includes maintenance and management of YCIPTA computer network at 2715 East 14th Street, Yuma, AZ; and

WHEREAS, the City has the expertise to provide information technology ("IT") related services to YCIPTA and the Yuma City Council has found and determined that this technical assistance to YCIPTA will improve and enhance the economic welfare of the inhabitants of the city; and

WHEREAS, the Parties are authorized by the provisions of Arizona Revised Statutes ("A.R.S.") 9-461.12, 11-951 et seq., and 28-9122(A)(4) to enter into an intergovernmental agreement for the provision of information technology services to an intergovernmental public transportation authority organized pursuant to A.R.S. § 28-9101 et seq.; and

WHEREAS, the City is authorized by the Yuma City Charter Article III, Section 13 to enter into intergovernmental agreements, and

WHEREAS, the services described herein, and the fees associated therewith, are authorized by the Yuma City Council for the described services provided to governmental entities and non-profit corporations with which the City of Yuma maintains a business relationship.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

- I. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
- II. **Scope of Services.**
 - A. CITY OF YUMA:

City of Yuma Information Technology Services ("ITS") will provide technical and consulting services to YCIPTA when the support capacity is available in relation to the purchase, installation and maintenance support of the following items:

1. One-Time System Health Check and System / Peripheral Inventory completed
All software licenses will be paid by YCIPTA.
2. IT Service Desk Services Support
Monday – Friday, 7:00 A.M. – 6:00 P.M. (Dark every other Friday); after-hours support is not included in the monthly service charge. An additional charge will be made for after-hours support.
3. Infrastructure Services Support
 - a. Maintenance of current network infrastructure that was previously installed by the Yuma County ITS;
 - b. Enhancement or replacement of network equipment as needed, cost passed through to YCIPTA;
 - c. Restoration and backup of data stored on server storage, and
 - d. Support of Network Connectivity.
4. Network Security Services Support
 - a. Automated antivirus updates daily to systems;
 - b. Monthly software / system performance and security patching;
 - c. Firewall Support;
 - d. Internet Edge router support (if not provided by service provider), and
 - e. Assistance with development of organizational policies regarding the securing of information and acceptable use (if needed).
5. Email Services Support
 - a. Maintenance of email services / administrative tasks from third-party (go-daddy) accounts, e.g., setting up desktop Outlook to email services and calendar services.
 - b. YCIPTA shall be responsible for paying email service provider for exchange or email services.
6. IT Equipment (e.g., Computers, Servers, Printers, etc.) Purchase and Installation (including productivity software and peripherals)
 - a. YCIPTA will follow ITS equipment standards. ITS will conduct a compatibility assessment before any equipment purchase, and
 - b. Desktop System Support including minor hardware repairs and main productive software troubleshooting.
7. ITS Will Not Provide Support For
ITS will not provide support for YCIPTA Telephone (Key System), Security Proximity System, Software Licenses Compliance, Vendor Maintenance Agreements, and Project Management.

B. YCIPTA:

In order to defray the cost of the services to the City, YCIPTA will compensate the City for providing the services and support outlined herein.

1. Contract Monthly Rate

Service	Contracted Rate
One-time initial "Health Check"	\$ 800.00
Contract Rate (29 hrs / mo, 5-6 hrs / wk, 1/6 FTE)	\$ 800.00 per month
Administrative	Included
Applications	Included
Desktop	Included
Network / Security / Anti-virus	Included
Cost Per Mile	Included
One unsolicited site visit per week by technician	Included
Site visits by technician upon request during normal working hours	Included
Help Desk support during normal business hours	Included
Hardware, Software and Consumables	Additional cost per item
After hours support	Additional cost per hour

2. YCIPTA resources must be readily available when ITS staff provides support.
3. YCIPTA shall pay all invoices for services within thirty (30) days of the date of receipt. The City will bill YCIPTA on a monthly basis.
4. YCIPTA shall not allow equipment maintained by ITS to be accessed by any other service provider without prior ITS approval, which approval shall not be unreasonably withheld.
5. If monthly support hours exceed 29 hours in a given month, an hourly rate of \$27.59 per hour will be charged for the additional technical support. If the "total, aggregated support hours of all City staff time exceeds 40 hours in any week, an overtime rate of \$41.38/hr. will apply to all hours in excess of 40.

III. Term. This IGA shall be for an initial term of one (1) year, commencing on the Effective Date, unless earlier terminated by action of the Parties or operation of law as described herein. This IGA may be extended for four (4) additional one-year terms for up to five (5) terms, if the Parties agree in writing to such extension.

IV. Termination. This IGA may be terminated by either Party upon the delivery of ninety (90) days' written notice to the other Party. This IGA shall terminate, by operation of law, upon the dissolution of YCIPTA, pursuant to A.R.S. § 28-9104.

V. Indemnification. Each Party to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorney's fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against a Party, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the other Party, or of any agent, officer, servant or employee of the other Party, or anyone for whom the other Party may be legally liable in the performance of this IGA.

VI. **Insurance.** YCIPTA shall name the City as an additional insured on YCIPTA's insurance policies with respect to the City's activity on the property of YCIPTA and use of YCIPTA's equipment. YCIPTA shall bear the risk of loss by fire or other casualty to YCIPTA's personal property. YCIPTA shall secure and keep in effect at all times during the term of this IGA, an adequate policy of general liability risk insurance protecting the City and YCIPTA from claims by third-party persons by reason of damage or injury arising out of performance under this IGA. The City is not responsible for any loss of or damage to YCIPTA property or data, unless it is a direct result of the City's, its employees, agents, officers, consultants, representatives, or directors intentional misconduct or negligence. Prior to any work by the City under this IGA, YCIPTA shall provide the City with Certificates of Insurance and endorsements naming the City and its employees as additional insureds. All policies shall be primary and any coverage provided by the City or its employees shall be excess and not contributory to any insurance provided under this IGA.

VII. **General Provisions.**

- A. **Conflict of Interest.** This IGA is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.
- B. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.
- C. **Law Governing and Forum Clauses.** The Parties agree this IGA shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in the Superior Court of Yuma County, Arizona
- D. **Assignability.** This IGA is non-assignable, in whole or in part, by any Party hereto without the written consent of both Parties.
- E. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.
- F. **Attorneys Fees.** In the event suit is brought or an attorney is retained by any Party to this IGA to seek interpretation or construction of any term or provision of this IGA, to enforce the terms of this IGA, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees including attorney's fees for representation in the bankruptcy court, court costs, costs of investigation, and other related expenses.
- G. **Notices.** All notices or demands required to be given, pursuant to the terms of this IGA, shall be given to the other Party in writing, delivered in person, sent by

facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to YCIPTA: John Andoh, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona, 85365
Tel: 928-539-7076, Ext. 237
Fax: 928-783-0309
jandoh@ycipta.org

If to City of Yuma: Greg Wilkinson, City Administrator
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436
Tel: (928) 373-5000
Fax: (928) 373-4908
greg.wilkinson@ycipta.org

- H. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
- I. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.
- J. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
- K. **Binding on Heirs.** This IGA shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
- L. **Employment Eligibility.** Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this IGA and is subject to penalties up to and including termination of this IGA. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this IGA to ensure that the other Party or its subcontractors are complying with this warranty.

M. **Dispute Resolution.** If the Parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other Party to this IGA.

VIII. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter into this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

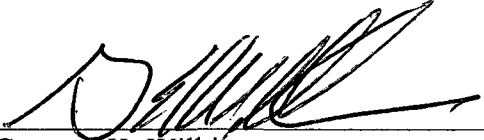
IX. **Third-Party Beneficiaries.** This IGA shall not create any rights to enforcement of the provisions herein to any person or entity that is not a party to this IGA.

X. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022.D, any employee of the City assigned to duty at YCIPTA under this IGA shall be deemed an employee of the City and of YCIPTA for the purpose of that section and Arizona workers' compensation benefits for such employee. Each Party to this IGA shall post a notice at its work site in substantially the following form:

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

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement this 19th day of SEPT., 2014.

CITY OF YUMA



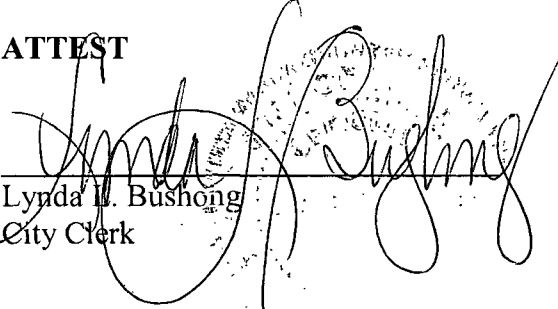
Gregory K. Wilkinson,
City of Yuma - Administrator

YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY



Shelly Kreger, CCTM
Interim Transit Director

ATTEST



Lynda L. Bushong
City Clerk

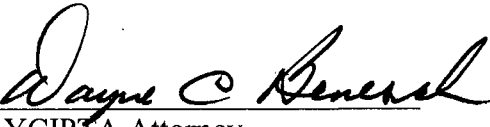
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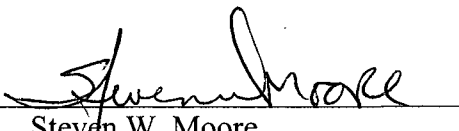
INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing intergovernmental agreement has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 7th day of October, 2014

By: 
YCIPTA Attorney

Dated this 19th day of SEPT., 2014

By: 
Steven W. Moore
Yuma City Attorney