

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

This First Amendment to the Intergovernmental Agreement (“Amendment”) is entered into as of _____, 2017 (“Effective Date”), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma, an Arizona municipal corporation (the “City”). YCIPTA and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, YCIPTA and the City are parties to a certain intergovernment agreement effective September 19, 2014 (“IGA”) pursuant to which the City provides information technology services to YCIPTA;

WHEREAS, the Parties extended the term of the IGA through September 18, 2017;

WHEREAS, YCIPTA has determined that the IGA with the City for information technology related services may continue based upon the availability of funding, and as such, YCIPTA’s Board of Directors authorized the second extension of the IGA on the ____ day of _____, 20__;

WHEREAS, YCIPTA would like the City to provide certain information technology services which were not included in the IGA;

WHEREAS, the City is willing provide such additional services for additional consideration and to extend the IGA in accordance with the terms and conditions set forth in this Amendment.

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:

1. Incorporation of Recitals. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
2. Scope of Services. Section II of the IGA, titled “Scope of Services”, is amended only to the extent to delete the following crossed-out language and add the following underlined language:

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:

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3. Infrastructure Services Support
 - a. Maintenance of current network infrastructure ~~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; ~~and~~
 - e. Support of Wi-Fi Network Connectivity.

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5. Email Services Support
 - a. Provide email accounts for up to twenty (20) YCIPTA users. ~~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. Maintenance of email services / administrative tasks for City provided accounts, (i.e. setting up desktop Outlook to email services and calendar services). ~~YCIPTA shall be responsible for paying email service provider for exchange or email services.~~

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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 <u>1,000.00</u> per month
<u>System Administration</u> Administrative	Included
Applications	Included
<u>Email Accounts and Service for up to 20 users</u>	<u>Included</u>
<u>Desktop Support for up to 16 Client Computers</u>	Included
<u>Network / Security / Anti-virus Support</u>	Included
<u>Wi-Fi Network Support</u>	<u>Included</u>
<u>VPN Client Support</u>	<u>Included</u>
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 (Remote Assistance)	Included
Hardware, Software and Consumables	Additional cost per item
After hours support (<u>i.e. after 6:00 P.M. and before 7:00 A.M., or on a dark Friday or City recognized holiday).</u>	Additional cost per hour <u>\$50 per hour.</u>

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~~ the 1st day of each month.
 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 YCIPTA's monthly support hours exceed 29 hours in a given month, an hourly rate of \$27.59 per hour will be charged for the additional support. If any City ITS staff assigned to provide support to YCIPTA incurs overtime while providing YCIPTA with support services, YCIPTA shall pay an overtime rate of \$41.38/hr. will apply to for all YCIPTA support hours in excess of that City ITS support person's 40-hour work week. Except for requests for after hours support, as defined in Section II(B) of this Agreement, YCIPTA may inquire as to whether City ITS staff will be incurring overtime, and may request a City ITS staff member that would not be incurring overtime, and the City shall make its best efforts to accomodate the request.
3. Term. Section III of the IGA, titled "Term," is amended to delete the following crossed-out language and add the following underlined language:
- Term.** This IGA shall ~~be for an term of one (1) year,~~ commence on the Effective Date and terminate on June 30, 2019, unless earlier terminated by action of the Parties as outlined in this IGA or by 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.~~
4. Indemnification. Section V of the IGA, titled "Indemnification", is amended to add the following underlined language:
- Each Party (the "Indemnitor") to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors (the "Indemnitee") from and against any and all claims, demands, damages, losses, liabilities, causes of action, expenses 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~~ the Indmenitee, attributable (directly or indirectly) to, or arising in any manner by reason of the Indemnitor's intentional, reckless, or negligent acts, omissions, errors, directives,

~~negligence mistakes~~, misconduct or other fault of the ~~other Party~~Indemnitor, or of any agent, officer, servant or employee of the ~~other Party~~Indemnitor, or anyone for whom the Indemnitor may be legally liable in the performance or non-performance of this IGA, except to the extent such Claims arise out of or are based upon the negligent acts, mistakes, errors, or omissions of Indemnitee.

5. Notices. The address for notices sent to YCIPTA, as set forth in Section VII, subsection G, titled "Notices", is amended to read as follows:

If to YCIPTA: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation
Authority
2715 East 14th Street
Yuma, Arizona, 85365
Tel: 928-539-7076, Ext. 101
Fax: 928-783-0309
skreger@ycipta.org

6. Additional General Provisions. Section VII is amended to add subsections N, to read as follows:

N. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the IGA will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the IGA will promptly be physically amended by the Parties to make such insertion or correction.

7. Nature of Amendment. Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Gregory K. Wilkinson,
City of Yuma - Administrator

Shelly Kreger, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing First Amendment 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 ____ day of _____, 2017

By: _____

Minda M. Davy
YCIPTA Attorney

Dated this ____ day of _____, 2017

By: _____

Richard Files
Yuma City Attorney