

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF ORO VALLEY
AND
GOLDER RANCH FIRE DISTRICT
FOR RADIO REPEATER AT WATER PLANT 16**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of March, 2012 by and between the Town of Oro Valley, a body politic of the State of Arizona (the "Town") and the Golder Ranch Fire District (the "District"), collectively referred to as the parties.

RECITALS

- A. The Town has authority to enter this Agreement pursuant to A.R.S. 9-240 et. seq and 11-951 et. Seq. The District has authority to enter this Agreement pursuant to A.R.S. 48-801 et. seq and 11-951 et. seq.
- B. The parties enter this Agreement for the purpose of locating the District's radio repeater and associated equipment (the "radio equipment") at Water Plant 16, 2520 E. Ponticello, Oro Valley (the "Water Plant"). The location of the radio equipment at the Water Plant is illustrated on the attached Exhibit A.
- C. The parties have each determined that this Agreement is in the best interests of each and is entered into for the further purposes of promoting safety and welfare of the Town and District through the use of emergency radio communications.
- D. The Town and District each desire the location of the radio equipment at the Water Plant upon the terms and conditions set forth in this Agreement.

For valuable consideration, including the mutual promises and conditions set forth in this Agreement, the parties agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Responsibilities of the District. It is the responsibility of the District to install, operate and maintain the radio equipment at the District's expense at the Water Plant. The radio equipment shall remain the property of the District.
 - a. The District will carry out its obligations to operate and maintain the radio equipment with appropriately trained personnel as mutually acceptable to the Town.
 - b. The District will obtain the approval of the Town prior to scheduling the installation of the radio equipment.
 - c. The District shall operate the radio equipment in a manner that shall not cause radio frequency (RF) interference to the Town of Oro Valley Water Utility's current or future radio control systems. If it is determined that District radio equipment is causing interference, the interference promptly shall be remedied or the Agreement

- will be subject to termination pursuant to paragraph 9 below.
- d. In the event that authorized District personnel require access to the Water Plant to repair or maintain the proper operation of the radio equipment, the parties shall arrange mutually acceptable access.
 - e. The District, through its respective governing body, officers and employees, agrees to take such actions as may be necessary or reasonably required to carry out its obligations pursuant to this Agreement with reasonable promptness.
3. Responsibilities of the Town. It is the responsibility of the Town to provide reasonable access to the District for the installation, operation and maintenance of the radio equipment at the Water Plant.
 - a. The Town will provide all authorizations in a prompt and timely manner and will not unreasonably withhold any authorization or approval contemplated by this Agreement.
 - b. The Town will provide a reasonable electric power supply consistent with the regular use of the radio equipment, at no cost to the District.
 - c. The Town, through its respective governing body, officers and employees, agrees to take such actions as may be necessary or reasonably required to carry out its obligations pursuant to this Agreement with reasonable promptness.
 4. Authorized Personnel. Authorized personnel for the District will be the District Information Technology Manager (IT Manager) and or the District Communications Officer or such person as the Fire Chief may designate. Authorized personnel for the Town will be to the Water Production Facilities – Superintendent or his designee. Each party will give prompt notice to the other of any change in personnel as related to this Agreement.
 5. Third Party Access. It may become necessary at times that the District requires a third party such as specialized vendors or technicians from another district to assist in troubleshooting or repairs to District owned radio equipment. All third party members will be escorted at all times by authorized personnel of the District and the Town of Oro Valley Water Utility.
 6. Financial Resources. Each party acknowledges that it has adequate resources within its current budget to carry out the terms of this Agreement.
 7. Insurance. The parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance covering all their obligations undertaken in the implementation of this Agreement providing bodily injury limits of not less than one million dollars for any person and not less than one million dollars for any one occurrence and property damage liability to a limit of not less than one million dollars.
 8. Indemnification.
 - A. By District. District shall indemnify, defend, and hold harmless, the Town, its

officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands or damages of any kind or nature arising out of this Agreement which are attributed to any action or omission of the District, its agents, employees, or anyone acting under its direction, control or on its behalf, unless such actions are due solely to the negligence of the Town. The District's obligations pursuant to this section shall survive the termination, cancellation or expiration of this Agreement.

B. By Town. The Town shall indemnify, defend and hold harmless the District, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands or damages of any kind or nature arising out of this Agreement which are attributed to any action or omission of the Town, its agents, employees or anyone action under its direction, control or on its behalf, unless such action are due solely to the neglect of the District. The Town's obligations pursuant to this section shall survive the termination or cancellation or expiration of this Agreement.

9. Term of the Agreement. This Agreement shall remain in effect for 24 months and shall renew automatically unless otherwise terminated. This agreement may be terminated by either party upon 30-days written notice. Upon termination, the parties shall provide a reasonable time for the District to remove its radio equipment.
10. Mutually Negotiated Terms. This Agreement has been mutually negotiated by the parties.
11. Compliance with Laws. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Venue for any action relating to this Agreement shall be in Pima County, Arizona. To the extent legally applicable, the parties agree to use arbitration as provided by A.R.S. 12-1518 to resolve disputes arising out of this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.
12. Non-Discrimination. The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Agreement.
13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
14. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
15. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either the Town or the District does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such

cancellation, the Town shall not have any further obligation to the District and District shall have no further obligation to Town other than to cooperate in the recovery their respective property.

16. Worker's Compensation. Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.
17. No Joint Venture. This Agreement does not create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Town and any District employees, or between the District and any Town employees. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
18. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligation to or rights in third parties not parties to this Agreement, or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
19. Notice. Any and all notices, requests and/or demands made upon a party pursuant to or in conjunction with this Agreement shall be delivered in person and deemed delivered upon receipt or by U.S. Mail and deemed given five business days following depositing in the mail, first class postage prepaid to:

The Town:
The Town of Oro Valley
Attn: Town Manager
11000 N. La Canada Drive
Oro Valley, AZ 85737

With a copy to:
Town of Oro Valley
Attn: Water Utility Director
11000 N. La Canada Drive
Oro Valley, AZ 85737

With a copy to:
Tobin Rosen, Town Attorney
11000 N La Canada Drive
Oro Valley, AZ 85737

The District:
Golder Ranch Fire District
Attn: Fire Chief
3885 East Golder Ranch Drive
Tucson, AZ 85739

With a copy to:
Donna Aversa
7440 N. Oracle Road, Building #2
Tucson, AZ 85737

20. Amendments. This Agreement contains the entire Agreement between the parties. No change or addition is to be made to this Agreement except by a written amendment executed by the Town and the District.

21. Authority. By their signatures below, each party represents that it has obtained approval of its governing body at a duly noticed public meeting.

The "Town"
The Town of Oro Valley

The "District"
Golder Ranch Fire District

By: _____
Dr. Satish I. Hiremath, Mayor

by: _____
Its: Chairperson

Attest:

Julie K. Bower, Clerk

Its Clerk

The foregoing Intergovernmental Agreement between the Golder Ranch Fire District and the Town of Oro Valley has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Approved as to form:

Tobin Rosen, Town

Attorney for the District