MASTER INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF ORO VALLEY AND GOLDER RANCH FIRE DISTRICT REGARDING THE INTER-CONNECTION OF DATA NETWORKS

This Intergovernmental Agreement ("IGA") is entered into pursuant to A.R.S. § 11-951 et. seq., by and between Town of Oro Valley, a municipal corporation (hereinafter referred to as "the Town"), and Golder Ranch Fire District, a body politic and corporate of the State of Arizona (hereinafter referred to as "the District").

RECITALS

A. The Town maintains and operates a data network ("the Town Network"), which serves the Town governmental facilities, as well as those of other public entities;

B. The District maintains and operates a data network ("the District Network"), which serves the District facilities, as well as those of other public entities;

C. The Town and District agree that it is in the best interests of both parties to share their data-network resources;

D. The Town and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S sections 11-951 and 15-1625, *et seq.*

AGREEMENT

NOW, THEREFORE, Town and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, agree as follows:

SECTION 1. PURPOSE:

In order to accomplish the mutually beneficial data-network sharing arrangement, the parties enter into this IGA; the exhibits to which are subject to periodic amendment by the parties to reflect the current state of each party's network facilities. No party to this IGA has any right of use to the other party's infrastructure or equipment, except as specified in the exhibits to this IGA, as amended from time to time through site-specific supplemental agreements in the form of **EXHIBIT A** to this IGA. Existing inter-connections between the parties' data networks are "grandfathered" and ratified as

part of this IGA, and such existing inter-connections shall be subject to the terms of this IGA. Each site-specific supplemental agreement will be approved or disapproved on a case-by-case basis. This IGA shall not obligate either party to allow the use of any of its infrastructure except upon execution of a site-specific supplemental agreement by both parties. Upon execution of a site-specific supplemental agreement, the owner of the infrastructure ("the owner party") shall grant the other party ("the user party") permission to use the infrastructure described in that site-specific supplemental agreement. Each site-specific supplemental agreement shall incorporate, and shall be consistent with, the terms and conditions of this IGA. If the infrastructure is leased by either party, then the site-specific supplemental agreement shall be subject and subordinate to all terms of the lease. Neither this IGA nor any site-specific supplemental agreement shall grant the user party any legal or beneficial right, title, or interest in any shared infrastructure. The Chief Information Officer of each party is authorized and directed to execute and terminate site-specific supplemental agreements, provided that the provisions of site-specific supplemental agreements do not amend the provisions of this IGA, or impose any financial obligations on either party. In the event of conflict between the terms of this IGA and any site-specific supplemental agreement, the provisions of this IGA shall control.

SECTION 2. RESPONSIBILITIES OF THE PARTIES:

It shall be the responsibility of the parties to enter into Site Specific supplemental agreements in the form attached in Exhibit "A" in accordance with the this Master IGA. Each supplemental IGA shall contain the precise data sharing terms for that specific site. Each Site Specific supplemental agreement is automatically incorporated into this Master IGA upon execution by the parties.

SECTION 3. TERM:

This IGA shall become effective upon execution by the parties. Thereafter, this IGA shall remain in effect until all site-specific supplemental agreements are terminated pursuant to Section 13, below, or for twenty (25) years.

SECTION 4. DATA ACCESS:

The parties agree to access or attempt to access only such data and systems for which authorization granted pursuant to the specific terms of a Site Specific Supplemental agreement.

SECTION 5. BASE MAPS:

Each party shall provide to the other party a base map indicating the current location of its network.

SECTION 6. PAYMENT FOR UPGRADES:

Any agreement by a party to share or reimburse a portion of network upgrade or new construction costs for the other party shall be negotiated and included as a written signed amendment to this IGA. Upon the termination of this IGA, all property involved

shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

SECTION 7. MAINTENANCE/OPERATION:

Operational responsibility, problem-determination and -correction, and system maintenance shall be the responsibility of the owner party.

SECTION 8. DATA SECURITY:

The parties assume no responsibility for the loss or theft of any information transmitted over the shared network.

SECTION 9. SUB-AGREEMENTS PROHIBITED:

No party shall provide any third party with access to, re-sell, or lease any network connections or services entered into as part of this or any site-specific supplemental agreement without the express written consent of the owner party.

SECTION 10. COMPLIANCE WITH LAWS:

The parties shall comply with all applicable state, local, and federal laws, including laws governing technology and software.

SECTION 11. PAYMENT & BILLING:

Payments for uncontested incremental services rendered will be detailed in the site-specific supplemental agreements. Each party will render uncontested payments within thirty (30) days of a request for payment from the other party. There shall be no charges for operational costs.

SECTION 12. PAYMENT DISPUTES:

In the event of a dispute that cannot be resolved by comparison and reconciliation of cost records or through other negotiations, the parties shall resort to non-binding arbitration prior to the institution of further legal action.

SECTION 13 TERMINATION:

At any time, either party may give written notice to terminate any site-specific supplemental agreement and begin the site-specific supplemental agreement termination process. Site-specific supplemental agreements will terminate eighteen months from the time the notice to terminate was received, unless both parties agree in writing to a different termination date. During this period and until the actual termination date, the user party shall continue to pay applicable monthly fees as set forth in the subject site-specific supplemental agreements. All fees are non-refundable except as otherwise expressly stated herein.

Once all site-specific agreements have been terminated, this IGA shall terminate without further action by the parties, as provided in Section 3 above. The indemnity provisions of Section 14 below and any payment obligations under Section 6 above shall survive termination of this IGA.

SECTION 14. INDEMNIFICATION & INSURANCE:

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, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

3. If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00.

4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all parties of cancellation, non-renewal or material change of coverage.
The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11-952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

SECTION 15. UNCONTROLLABLE FORCE:

No party shall be considered to be in default in the performance of its obligations hereunder or under a site-specific supplemental agreement when failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the party affected, including but not limited to failure of

or threat of failure of facilities, flood, radioactive contamination, earthquake, storm, volcanic eruption, geohydrologic subsidence, fire, lightning, epidemic, sabotage, subversion, change in applicable laws or regulations, restraint by court order or public authority, and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

SECTION 16. LEGAL JURISDICTION:

Nothing in this IGA shall be construed as either limiting or expanding the legal jurisdiction of either the Town of Oro Valley or the Golder Ranch Fire District.

SECTION 17. MISCELLANEOUS:

1. Americans with Disabilities Act Compliance. Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

2. Conflict of Interest. This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. section 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

3. Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining a party's obligations under this IGA.

4. Non-Discrimination. The parties shall not discriminate against any District 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 their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.

5. Worker's Compensation. 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, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

6. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

7. Scrutinized Business. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 393.06, each party certifies that it does not have a scrutinized business operation in either Sudan or Iran.

8. Notice. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

District:	Town of Oro Valley:
Golder Ranch Fire District Chief Information Officer Herman Rascon	Town of Oro Valley Information Technology Director 11000 N. La Canada Drive Oro Valley, AZ 85737

With copies to:

Golder Ranch Fire District 3885 E. Golder Ranch Dr. Tucson, AZ 85739	Town of Oro Valley Town Manager 11000 N. La Canada Drive Oro Valley, AZ 85737
	Town of Oro Valley Town Attorney 11000 N. La Canada Drive Oro Valley, AZ 85737

SECTION 18. ENTIRE AGREEMENT.

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties

IN WITNESS WHEREOF, the parties hereto have entered into this IGA this _____ day of _____, 20____.

GOLDER RANCH FIRE DISTRICT
A body politic and corporate
of the State of Arizona

By: _____
[title]

Date: 4/9/2013

ATTEST:

_____
[Golder Ranch Fire District]

TOWN OF ORO VALLEY
A municipal corporation

By: _____
Dr. Satish I. Hiremath, Mayor

Date: _____

ATTEST:

_____
Julie K. Bower, Town Clerk

Pursuant to A.R.S. section 11-952(D), the attorneys for the governmental entities that are the parties to this IGA have, this ____ day of _____, 201__, determined the foregoing is in proper form and is within the powers and authority of the parties as granted under the laws of the State of Arizona.

APPROVED AS TO FORM

_____
[title] Attorney for ORFD

Date: 4-9-13

APPROVED AS TO FORM

_____
Tobin Sidles, Interim Town Attorney

Date: _____