

**Intergovernmental Agreement
between
Pima County and Town of Oro Valley
for
Pima County Wireless Integrated Network Project
(Reimbursement for Radio Logging Recorder Software License)**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the Town of Oro Valley, an Arizona municipal corporation (“Town”) pursuant to A.R.S. § 11-952.

Recitals

- A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. County is authorized by A.R.S. § 11-952, A.R.S. § 11-201, and Pima County Ordinance No. 2004-18 to implement a regional public safety communications system known as the Pima County Wireless Integrated Network (PCWIN) and to enhance 9-1-1 Public Safety Answering Point equipment.
- C. Town is authorized by A.R.S. § 11-952 and Pima County Ordinance No. 2004-18 to benefit from the PCWIN and equipment improvements.
- D. On May 23, 2013, the PCWIN Executive Management Committee, appointed by the Board of Supervisors to manage implementation of the capital project, voted unanimously to reimburse Town for its purchase of a software license to integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder.
- E. County and Town desire to have the County reimburse Town for its purchase of a NICE Matrix Software License at a cost of \$4,556.00.

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

Agreement

1. **Purpose.** The purpose of this IGA is to reimburse Town for its purchase of one (1) NICE Matrix Software License (the “License”) to integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder for efficient collection and dissemination of public safety records by the Oro Valley Police Department (“OVPD”).
2. **Scope.** Town shall purchase, install and maintain the License and shall integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder for single point of access to telephone and radio recordings associated with law enforcement calls for service to OVPD.

3. **Financing.** County shall reimburse Town \$4,556.00 for its purchase of the License upon submittal of an invoice and supporting documentation indicating the license has been purchased and the OVPD 9-1-1 telephony logging recorder has been integrated with the PCWIN Radio Logging Recorder.
4. **Term.** This IGA shall be effective on the date it is fully executed by both parties and shall continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** 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.
6. **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, 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.
7. **Insurance.** 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:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) 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.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA 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 participation in an insurance risk pool under A.R.S. § 11.952.01, at no less than the minimal coverage levels set forth in this article. Parties to this

agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

- 8. 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 IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.
- 9. Non-Discrimination.** The parties shall not discriminate against any County or Town 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.
- 10. ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11. Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application, and to this end the provisions of this IGA are declared to be severable.
- 12. Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 13. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, Pima County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.
- 14. Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- 15. Worker's Compensation.** Each party shall comply with the notice requirements 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.

- 16. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 17. 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 to 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.
- 18. 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) :

County:

Chief Paul Wilson
Pima County Sheriff's Department
1750 E. Benson Hwy
Tucson, AZ 85714

Town:

Daniel Sharp, Chief of Police
Oro Valley Police Department
11000 N. La Canada Drive
Oro Valley, AZ 85737

- 19. 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, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by its Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF ORO VALLEY

Sharon Bronson, Chair
Board of Supervisors

Dr. Satish I. Hiremath, Mayor

ATTEST:

ATTEST:

Robin Brigode, Clerk of the Board

Julie Bower, Town Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Chief Paul Wilson, PCSD

Chief Daniel G. Sharp, OVPD

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County 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 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.

Tobin Rosen, Deputy County Attorney

Tobin Sidles, Oro Valley Legal Services
Director

Date: _____

Date: _____

