

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

This Intergovernmental Agreement (“IGA” or “Agreement”) is made effective as of the \_\_\_ day of \_\_\_\_\_, 2013 (“Effective Date”), by and between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and Yuma County (“County”). 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 14<sup>th</sup> Street, Yuma; and

**WHEREAS**, County has the expertise to provide information technology (“IT”) related services to YCIPTA and the Yuma County Board of Supervisors has found and determined that this technical assistance to YCIPTA will improve and enhance the economic welfare of the inhabitants of the county; and

**WHEREAS**, the Parties are authorized by the provisions of A.R.S. §§ 11-254.04, 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 services described herein, and the fees associated therewith, are authorized by the Yuma County Board of Supervisors for the described services provided to governmental entities and non-profit corporations with which Yuma County maintains a business relationship.

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

**1. Scope of Services.**

a. Yuma County:

Yuma County 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. Infrastructure Services Support

1. Maintenance of current network infrastructure that Yuma County ITS installed;

2. Enhancement or replacement of network equipment;
3. Restoration and back up of data stored on server storage; and
4. Support Network Connectivity.

2. Exchange Services Support

1. Maintenance of connection exchange service, e.g., setting up desktop Outlook to email services and calendar services;
2. County will provide email and exchange administrative activities until a designated YCIPTA staff member is trained to perform these administrative tasks, and YCIPTA shall strive to assume this function by June 30, 2014; and
3. County shall not be responsible for paying service provider for exchange or email services.

3. Computer / IT Equipment Purchase and Installation (including productivity software and peripherals)

1. Compatibility assessment shall to be done by ITS before purchase;
2. Excluding License, Inventory, maintenance agreements and life cycle management (which are to be obtained and/or maintained by YCIPTA as it so desires); and
3. Desktop System Support, including minor hardware repairs and main productive software troubleshooting.

b. YCIPTA:

In order to defray the cost of the services to the County, YCIPTA will compensate the County for its actual cost incurred in providing the services and support outlined above at the following agreed upon rates:

<b>Service</b>	<b>Hourly Rate</b>
Administrative	\$18.89 per hour
Applications	\$28.51 per hour
Desktop	\$25.27 per hour
Network	\$36.89 per hour
Cost Per Mile	0.565 per mile

- c. YCIPTA resources should be readily available when ITS staff provides support.
- d. Invoices for services shall be submitted by the County to YCIPTA on a monthly basis to be paid by YCIPTA no later than thirty (30) days from the date of receipt.
- e. Equipment and services maintained by ITS shall not be accessed by any other service provider without ITS staff's presence, knowledge or pre-approval.

2. **Term.** This IGA shall be for an initial term of one (1) year, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described YCIPTA / YUMA COUNTY ITS INTERGOVERNMENTAL AGREEMENT, Page 2 of 6

herein. This Agreement may be extended for additional one year periods for up to five (5) years, if agreed upon in writing by the Parties.

3. **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.

4. **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, attorneys 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.

5. **Conflict of Interest.** This Agreement is subject to termination for a conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

6. **General Provisions.**

- a. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
- 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 Agreement 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 Agreement 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 Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, 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

attorneys' 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 Agreement, shall be given to the other Party in writing and 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 14<sup>th</sup> Street  
    Yuma, Arizona, 85365  
    Tel: 928-539-7076, ext 237  
    Fax: 928-783-0309  
    [jandoh@ycipta.org](mailto:jandoh@ycipta.org)

If to County:                    Robert Pickels, County Administrator  
    Yuma County  
    198 S. Main St.  
    Yuma, Arizona 85364  
    Tel: (928) 373-1010  
    Fax: (928) 373-1120  
    [Robert.Pickels@yumacountyaz.gov](mailto:Robert.Pickels@yumacountyaz.gov)

- h. **Force Majeure.** Neither Party shall be responsible for delays nor 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. **Insurance.** YCIPTA shall name the County as an additional insured on YCIPTA's insurance policies with respect to County'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 Agreement, an adequate policy of general liability risk insurance protecting the County and YCIPTA from claims by third party persons by reason of damage or injury arising out of performance under this Agreement. The County is not responsible for any loss of or damage to YCIPTA property, unless the direct result of the County's, its employees, agents, officers, consultants, representatives or directors, intentional misconduct or negligence.

l. **Binding on Heirs.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **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 and agrees that it has read this IGA, understands it, and agrees to be bound by it.

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

IN WITNESS WHEREOF, the Parties hereto have executed this IGA this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

YUMA COUNTY

YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Gregory S. Ferguson,  
Chairman

\_\_\_\_\_  
Robert L. Pickels, Jr.  
Chairman

**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 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 \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
YCIPTA Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Yuma County Attorney