

Intergovernmental Agreement
Between
Cochise County
and
Fry Fire District
For Information Technology (IT) Equipment and IT Support

1. Purpose. The purpose of this Intergovernmental Agreement (“IGA”) is to set forth the terms and mutual understandings between Cochise County (“Cochise”) and Fry Fire District (“Fry Fire”) regarding management, responsibility, technical support and computer replacement. This IGA will also set forth the division of responsibilities among Cochise County as an entity and Fry Fire as an entity.

2. Authority. Cochise and Fry Fire have authority to enter into this IGA, pursuant to A.R.S. § 11-952.

3. CCIT’s Responsibilities. Cochise County’s Information Technology Department (“CCIT”) will have responsibility for the following:

- A. Connect Fry Fire to the County Network and provide all services consistent with the Cochise County Computer Usage and Accountability Policy. Fry Fire acknowledges that it has received and reviewed a copy of said Policy, which is attached hereto as Exhibit A. Fry Fire further acknowledges that CCIT may from time to time modify said Policy. CCIT shall provide Fry Fire with the same notification of Policy changes that it provides to departments and offices of Cochise.
- B. Ensure that all personnel and equipment as determined by the Fry Fire’s Security Officer have the necessary access and permissions.
- C. Administer, manage and provide all technical assistance for any IT equipment support funded under this agreement.

4. Fry Fire’s Responsibilities. Fry Fire will have responsibility for the following:

- A. Coordinate with CCIT for computer and network requirements.
- B. Adhere to Cochise County Computer Usage and Accountability Policy.

- C. Inform CCIT of all personnel changes in a timely manner.
- D. Report to CCIT any issues concerning usage and security of all computer and network systems.
- E. Keep CCIT informed of any computer or personnel movement, as well as any possible security violations.
- F. Fry Fire agrees to pay the following yearly fees for system maintenance costs:
 - i. Ongoing Annual System Maintenance Costs (IT Maintenance/Help Desk Support): Fry Fire agrees to pay \$390 per MDC, \$348 per computer, \$255 per printer, \$600 per switch, and \$858 per firewall. This does not include printer parts, toner or ink.
 - ii. Ongoing Software/Smartnet License Fees: Fry Fire agrees to pay yearly cost for ongoing software licensing fees which is currently estimated at \$9,080.00 per year which includes, Office 365, Kaspersky Security Suite, ConnectWise Automate monitoring, Manage customer service portal, and Cisco Smartnet contracts.
 - iii. Fry Fire will coordinate and fund all IT purchases with Cochise County for equipment listed above on a yearly basis. PC's are scheduled to be replaced every 5 years, MDC's and network equipment every 8 years.
 - iv. Fry Fire agrees to pay annual lease cost for requested virtual servers (and associated backup of server) at the following rates:
 - a. \$400 annually for each low end virtual server (1 Processor, 4Gb Ram, 80 GB HD, 2016/2019 OS)
 - b. \$800 annually for each mid end virtual server (2 Processor, 8Gb Ram, 80 GB HD, 500 GB Application Drive, Windows 2016/2019 OS)
 - c. \$1200 annually for High End Virtual Server (8 Processor, 16Gb Ram, 80 GB HD, 500 GB Application Drive, Windows 2016/2019 OS)
 - v. Fry Fire agrees to pay a onetime installation/labor cost of \$21.25 per device (which includes Computer, MDC's, Server, Router, Switch, and Firewall).
- G. Fry Fire warrants that entering into this IGA does not violate any other agreement or policy, and that it has been approved by its governing body. Cochise warrants

that entering into this IGA does not violate any other agreement or policy, and that it has been approved by its governing body.

H. In addition, to all aforementioned costs associated with the MDCs/PC's and otherwise, Fry Fire agrees to pay Cochise for any increase(s) in hardware, software, labor or licensing costs.

I. In addition to all aforementioned costs associated with the MDCs/PCs and otherwise, Fry Fire agrees to pay Cochise for any computer replacement costs that are not covered by the Equipment Replacement Plan fee during the year in which the computers are replaced every seven (7) years.

5. Contacts. The primary contact for the Cochise under this IGA is Joe E. Casey. If he is not available, his designee is Alan Gordon. The primary contact for Fry Fire is Mark Savage. If he is not available, his designee is Billy Seamans. Contact information is below.

Joe E. Casey
CIO / IT Director, Cochise County
1415 Melody Lane, Bldg. D
Bisbee, AZ 85603
jcasey@cochise.az.gov
520/432-8302 (office)
520/234-7038 (cell)

Alan Gordon
Senior Systems Administrator
1415 Melody Lane, Bldg. D.
Bisbee, AZ 85603
agordon@cochise.az.gov
520/432-8316 (office)
520/559-6299 (cell)

Mark Savage
Fire Chief
Fry Fire District
4817 S. Apache Ave.
Sierra Vista, AZ 85650
msavage@fryfiredistrict.com
520-678-6745

Billy Seamans
Battalion Chief
Fry Fire District
4817 S. Apache Ave.
Sierra Vista, AZ 85650
bseamans@fryfiredistrict.com
520-508-7582

6. Notice. Any notice desired or required to be served by either party upon the other or any notice provided for in this Agreement shall be in writing and shall be deemed given upon hand delivery or three (3) business days after being deposited in the United States mail or upon receipt and acknowledgement by e-mail, to the party to whom addressed, as set forth in Paragraph 6, above. Either party may change the address or contact to which notice shall be delivered, mailed or sent by e-mail by notice duly given.

8. Term of Agreement. This Agreement shall become effective when signed by all the parties. The term of this Agreement shall be one (1) year and shall be automatically renewed for seven (7) successive one (1) year periods, unless a party notifies in writing, to the address listed in Paragraph 6, above, the other party of its intent not to renew the Agreement for the upcoming year. Such notices must be made not later than thirty (30) days before the automatic renewal date.

9. Termination. This IGA may be terminated for any reason by any party upon sixty (60) days written notice by either party or by mutual agreement of the parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. Provided, however, that in the event that Cochise reasonably believes that security of the system is endangered by any of the arrangements under this IGA, and cannot be remedied in a timely manner, in its sole discretion Cochise may terminate this IGA immediately upon notice to Fry Fire. This IGA also may be terminated by either party for cause, including failure to make payments due hereunder, upon five (5) days written notice with an opportunity to cure the default. Fry Fire has the right to revisit this agreement each year and if Fry Fire should decide to "opt-out", all equipment purchased by Fry Fire will be transferred to Fry Fire.

10. Jurisdiction and Law: Notwithstanding any provision in this Agreement to the contrary, the Agreement shall be governed by Arizona law, and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.

11. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

12. Compliance with non-discrimination laws: To the extent applicable, the parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

13. Audit & Records: Both parties agree to retain all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, both parties agree that such books, accounts, reports, files and other records shall be subject to audit, pursuant to A.R.S. § 35-214.

14. Arbitration: The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.

15. General Provisions:

15.1 The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

15.2 This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

15.3 Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

15.4 This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

15.5 The headings used in this Agreement are for convenience only and are not a substantive part of this Agreement.

15.6 Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

16. No Joint Venture. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to the Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for purposes of workers’ compensation.

17. Indemnification and Hold-Harmless. 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 court-awarded 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.

18. Boycott of Israel. In accordance with ARS § 35-393.01, both parties certify that Fry Fire is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

19. Warranty of Validity. Both parties warrant that entering into this IGA does not violate any other agreement or policy, and that it has been approved by their respective governing bodies.

19. Public Records Laws: Notwithstanding any confidentiality provisions in this Agreement to the contrary, disclosure of any documents or records are subject to the public records provisions of Arizona law, A.R.S. § 39-121 et. seq.

20. Execution of Agreement. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

DATED: _____

Peggy Judd, Chairman, Board of Supervisors

ATTEST:

Arlethe G. Rios, Clerk of the
Board of Supervisors

DATED: January 16, 2019



Robert McMurtrie, Chairman, FFD Board

ATTEST:



Joseph Huish, Clerk, FFD Board

Approved as to Form:

DATED: _____

Christine J. Roberts, Civil Deputy County
Attorney