

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COUNTY OF COCHISE (“COUNTY”) AND CITY OF SIERRA VISTA (“CITY”) FOR THE INSTALLATION AND CONTINUED MAINTENANCE OF A SIMULCAST REPEATER ON THE WESTEND RADIO COMMUNICATIONS TOWER LOCATED AT 100 NORTH AVENUE, SIERRA VISTA, AZ

WHEREAS, the County and the City are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, both the County and the City have worked together to establish an integrated regional public safety communications center (SEACOM);

WHEREAS, enhancements of equipment infrastructure to the regional public safety communications network is a benefit to the public safety agencies, as well as the residents they serve;

WHEREAS, both the County and the City conclude that it is in their common interest to work jointly on upgrading the radio communications infrastructure;

WHEREAS, the County has acquired funding through Operation Stone Garden in the amount of \$617,000.00 to purchase and install upgraded 700 MHz radio communications equipment (simulcast repeater equipment) on the radio communications tower owned by the City, located at 100 North Avenue.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I. Purpose: The parties agree that the County will purchase and install equipment on the radio communications tower and associated shelter located at 100 North Avenue, Sierra Vista, AZ. The project scope will be to add a simulcast repeater to the site through the installation of the following: three (3) 700MHz P25 TDMA repeaters, one (1) tower top amplifier, two (2) site gateways, one (1) transmit antenna, one (1) receive antenna, 200 feet of 7/8” coaxial cable for each run, RF connectors, one (1) microwave antenna system and dehydrator, microwave equipment, system software and

licenses, engineering and installation services, monitoring equipment/software to report system errors or site outages, and all applicable sales tax.

II. Respective responsibilities of the parties:

A. The City shall grant permission to the County to install all equipment at the site located at 100 North Avenue and to guarantee the County continued access to the site in the future for system maintenance and repair through the dedicated easement to the property at 102 North Avenue.

B. The County agrees to purchase all required equipment and software to establish a simulcast repeater site at 100 North Avenue and also fund and oversee system installation and continued future maintenance of the simulcast repeater.

III. Duration: The term of this Agreement is for one (1) year from the date of execution with four (4) automatic one-year extensions. In no event shall this agreement exceed 5 years unless agreed upon by the parties. Either party may terminate the agreement in writing with at least thirty (30) days prior notice to the other party pursuant to Paragraph VI.

IV. Employment status: Any consultant hired under terms of or in furtherance of this Agreement shall not be an employee of the County or the City.

V. No separate legal entity: No separate legal entity is formed by this Agreement.

VI. Termination: Either party may terminate this Agreement at any time, with or without cause, on thirty (30) days written notice.

VII. Notices: Any notices required under this Agreement shall be mailed, by first class mail, to, and be effective upon actual receipt by:

A. For the County of Cochise:
Edward Gilligan
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603

B. For the City of Sierra
Charles P. Potucek
1011 N. Coronado Drive
Sierra Vista, AZ 85635

VIII. Insurance: It is understood that the County and the City are both public bodies in the State of Arizona. Each party shall maintain worker's compensation insurance as required by statutes, general commercial liability insurance, property damage

insurance and automobile liability insurance with respect to its activities under this AGREEMENT.

Except as may be required by statute, the liability insurance referred to above shall provide, as a minimum, liability coverage for not less than \$1,000,000 combined single limit.

The limits of the required insurance shall be adjusted in accordance with the maximum limit of liability imposed on political subdivisions of the State of Arizona during the term of this AGREEMENT.

The insurance shall stipulate that the coverage shall not terminate or be canceled without thirty days written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the AGREEMENT, the Insuring Party shall provide a new policy with the same or greater limits. The Insuring Party agrees to maintain continuous, uninterrupted coverage for the duration of the AGREEMENT and to provide the Insured Party with evidence thereof.

IX. Indemnification: To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the City, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the County, its agents, or employees. The County's duty to defend, hold harmless, and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any tortuous claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any the County's acts, errors, mistakes, omissions, work, or services in the performance or failure to perform under this AGREEMENT, including any employee of the County or any other person for whose acts, errors, mistakes, omissions, work, or services the County may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City shall defend, indemnify, and hold harmless the County, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the City, its agents, or employees. The City's duty to defend, hold harmless, and indemnify

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X. Worker's Compensation: For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

XI. Conflict of Interest: This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

XII. No Boycott of Israel: In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

XIII. Compliance with Immigration Laws: The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

XIV. Inspection and Audit: The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

XV. Public Records Law: Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

XVI. Jurisdiction and Applicable Law: This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

THIS AGREEMENT IS ENTERED INTO this ____ day of _____, 2019,
by,

Thomas E. Borer, Chairman
County of Cochise Board of Supervisors

Frederick W. Mueller, Mayor
City of Sierra Vista

ATTEST:

Arlethe R. Morrison
Clerk of the Board

Jill Adams
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

Britt W. Hanson
Chief Civil Deputy County Attorney

Nathan J. Williams
City Attorney