

INTERGOVERNMENTAL AGREEMENT
between
THE COUNTY OF COCHISE
and the
CITY OF SIERRA VISTA, ARIZONA
for
PURCHASE OF RADIO SYSTEM EQUIPMENT FOR LAW ENFORCEMENT
PURPOSES

WHEREAS, the County Of Cochise (“COUNTY”) intends to enter into a contract for purchase of a radio system equipment upgrade from Motorola Solutions Inc. for the Cochise County Sheriff’s Office, designed to enhance interconnectivity with other law enforcement agencies within the COUNTY, including the City of Sierra Vista (“CITY”); and

WHEREAS, said radio system equipment upgrades are compatible with a radio system currently in use by the City of Sierra Vista Police Department (“SVPD”); and

WHEREAS, the contract between the COUNTY with Motorola Solutions Inc. anticipates the purchase of radio system equipment upgrades for the benefit of the CITY, to wit, four (4) MCC 7500 IP Dispatch Consoles, eighty (80) APX7000 Portable Radios and eighty (80) APX7500 Mobile Radios; and

WHEREAS, it is in the economic interest of the CITY to purchase said radio system equipment upgrades through the COUNTY contract, at a cost to the CITY of \$250,000, rather than purchase said equipment separately, in order to reduce cost while maximizing the benefit of participating in a mutually compatible radio communications system to enhance law enforcement capabilities; and

WHEREAS, ongoing maintenance costs associated with the equipment specified in this Agreement will be responsibility of SVPD,

NOW, THEREFORE, the parties hereto agree as follows:

1) Terms of Radio System Equipment Delivery, Payment and Responsibility

- a) The COUNTY shall accept delivery of all radio system equipment purchased from Motorola Solutions Inc. under the above-referenced contract.

- b) Upon notice of delivery to the COUNTY, the SVPD shall pick up the equipment specified in this Agreement from the Cochise County Information Technology Department.
 - c) Upon order of the equipment specified in this Agreement which is the four (4) MCC 7500 IP Dispatch Consoles, eighty (80) APX7000 Portable Radios and eighty (80) APX7500 Mobile Radios; the CITY shall pay to the COUNTY the amount of \$250,000.
 - d) The CITY shall be responsible for inventorying, tracking and maintenance of any equipment it receives under this Agreement.
- 2) **Term of Agreement.** This IGA shall be effective on the date it is fully executed by the Parties and shall continue for a period of one year unless it is, prior to the expiration of such period, amended, extended or terminated by agreement of the parties. 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.
- 3) **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, employees, or volunteers.
- 4) **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 the county of COCHISE.
- 5) **Non-Discrimination.** The parties shall not discriminate against any CITY or COCHISE 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 Arizona Governor's Executive Orders/Proclamations, Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- 6) **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.

- 7) **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.
- 8) **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.
- 9) **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):

SIERRA VISTA:
 Tom Alinen
 Chief of Police
 Sierra Vista Police Department
 911 North Coronado Drive
 Sierra Vista, AZ 85635

COCHISE:
 Tyson Mock
 IT Director
 1415 Melody Lane
 Bisbee, AZ 85603

- 10) **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 executed this Agreement on the date and year specified below.

COUNTY OF COCHISE

CITY OF SIERRA VISTA

By: _____
Ann English, Chair

By: _____
Rick Mueller, Mayor

Date: _____

Date: _____

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The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

APPROVED:

APPROVED:

Britt Hansen
Chief Civil Deputy County Attorney

Nathan Williams
City Attorney