

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND COCHISE COUNTY
FOR SHARING OF TREASURER'S REMITTANCE AND ONLINE
COLLECTION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT dated _____, 2014 (“**Agreement**”), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Pinal County**”) and COCHISE COUNTY, a political subdivision of the State of Arizona (“**Cochise County**”). Pinal County and Cochise County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal County developed and maintains the Treasurer’s Remittance and Online Collection System (“**TROCS**”), computer system containing a variety of databases, applications and integration processes used in Pinal to fulfill the daily business functions required of the Treasurer by Arizona Revised Statutes; and

WHEREAS, Cochise County wishes to utilize the TROCS System for governmental purposes, which will ultimately enhance services to residents and customers and improve the efficiency of daily operations; and

WHEREAS, the Parties have reached an agreement on the sharing of TROCS and an understanding on the responsibilities of each Party in implementing this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of Arizona Revised Statutes (“**A.R.S.**”) § 11-952,

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, hereby agree as follows:

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ARTICLE 1. LICENSE AND SUPPORT

A. Under this Agreement Pinal County agrees to provide the following:

- A non-exclusive, non-transferable, non-sub licensable license to use all software and databases that make up the TROCS system including but not limited to TROCS, TROCSAdmin, TROCSConfig, TROCSession, Treasurer Corporate Services (“TCS”) and Treasurer Agency Services (“TAS”) for internal purposes only.
- A copy of Net Source Code including ASP.NET web Forms source code for TROCS application, ASP.NET MVC 4 source code for TCS application, ASP.NET MVC 4 source code for TAS application, and ASP.NET MVC 4 source code for Parcel Inquiry application.
- SSIS Integration Packages for nightly batch processes, Finance, Warrants, Remittance processing, Assessor data, Third Party Tax Sale, Printing data and Arizona Department of Transportation (personal property delinquencies).
- AS400 Conversion Packages – AS400 to TROCS conversion.
- System Documentation including diagrams and written documentation for the different processes in TROCS.
- 80 hours of consultation and training from Pinal County Treasurer staff on best practices and requirements for set-up and configuration.
- Access to and the ability to acquire a copy of any system upgrades developed by Pinal during the term of this Agreement.

B. Under this Agreement Cochise County agrees to provide:

- Dedicated Treasurer and IT staff with skills to implement operate and maintain the TROCS system.
- All hardware and software necessary for Cochise County to implement and support the TROCS platform. This includes, but is not limited to the recommended hardware and software available for production, extranet, QA and development described in “Exhibit A”.
- To allow Pinal access to, and the ability to acquire a copy of any system upgrades developed by Cochise during the term of this Agreement.

ARTICLE 2. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

A. Cochise understands and agrees that the TROCS system, related data, documentation and all other information and materials provided by Pinal under this Agreement (“Proprietary Information”) are confidential and that Pinal has and will have exclusive intellectual property rights in such Proprietary Information.

B. Cochise may not, (i) transfer all or any portion of the TROCS System to a different computer configuration or permit used by third parties, (ii) make copies of the TROCS software other than for back-up, training, testing or other internal support reasons.

C. Pinal specifically disclaims any warranty concerning the functionality of the TROCS System or its suitability for Cochise's purposes or systems.

D. Data in which third party copyright is in place or have other usage and distribution restrictions shall not be distributed via this Agreement. The Parties shall be responsible for removing any such information from data before it is supplied to the other Party.

ARTICLE 3. FINANCIAL CONSIDERATIONS

A. Pinal County and Cochise County are responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to fund their respective operations and equipment to participate in this Agreement. Nothing included in this Agreement requires either Party to fund the activities of the other Party. Upon termination of this Agreement, any property acquired during the term of this Agreement shall revert back to the original owner. For the purposes of this Agreement, "property" shall mean only third party hardware or software purchased and owned by Pinal County or Cochise County.

B. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind either party to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

C. The employees of each party to this Agreement will not for any purpose be considered employees or agents of the other party. Each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, direction and control. Pinal County and Cochise County will be responsible for paying the full cost of employee salaries and benefits for their respective staffs in regards to any work performed under this Agreement.

D. At the request of Cochise County, Pinal County agrees to provide the appropriate level of skilled staff members, if available, to assist Cochise County with the implementation of the TROCS program for Cochise County in excess of the 80 dedicated hours as provided in Article 5, which could include training, direct support and technical assistance. Cochise County agrees to compensate Pinal County for this staff time at \$28 per hour for each hour of service provided in excess of the 80 hours of no-cost service specified in Article 5. Also, Pinal County will be responsible for accurately maintaining records for any work specifically performed for Cochise County in excess of the 80

dedicated hours for purposes of requesting reimbursement from Cochise County. Any amounts incurred shall be billed to Cochise by Pinal County within 60 days of the date of service. Cochise County agrees to pay the amount due within 30 days of receipt of an invoice.

E. Pinal County agrees not to assess Cochise County for any overhead costs for operating and maintaining their TROCS infrastructure or housing of any equipment including, without limitation, rental fees for space, electrical and utility costs, supplies and janitorial costs.

ARTICLE 4. INDEMNIFICATION

To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 5. TERMINATION

This Agreement may be terminated by either Party upon thirty days written notice to the other Party.

ARTICLE 6. TERM

The term of this Agreement shall be for two years. At the end of this two year period, Cochise County will have the unrestricted right to continue its use of this software as it exists on the date of termination or expiration, at no cost, in perpetuity without any further update or technical support. After the expiration or termination of this Agreement Pinal County will have the unrestricted right to continue to use any modification to the software developed by Cochise County as of the date of termination or expiration at no cost in perpetuity without any further update.

ARTICLE 7. MISCELLANEOUS PROVISIONS

A. NOTICES: All notices to the other Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

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If to Cochise County: Catherine Traywick
Cochise County Treasurer
P.O. Box 1778
Bisbee, Arizona 85603

If to Pinal County: Dolores J. Doolittle
Pinal County Treasurer
P.O. Box 729
Florence, Arizona 85132

B. WAIVER OF TERMS AND CONDITIONS: The failure of Cochise County or Pinal County to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

C. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

D. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, either in whole or in part. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

E. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

G. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

H. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

I. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration.

J. 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, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

K. 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder.

L. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

M. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

“Pinal County”
PINAL COUNTY, a political subdivision of the State of Arizona

“Cochise County”
COCHISE COUNTY, a political subdivision of the State of Arizona

By: _____
Chairperson, Board of Supervisors

By: _____
Chairperson, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

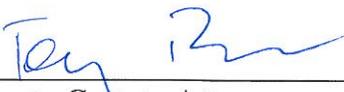
Clerk of the Board of Supervisors

Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND
WITHIN THE POWERS AND
AUTHORITY OF PINAL COUNTY:**

**APPROVED AS TO FORM AND
WITHIN THE POWERS AND
AUTHORITY OF COCHISE COUNTY:**

Deputy County Attorney



Deputy County Attorney

EXHIBIT "A"

Pinal County maintains separate environments for production, extranet, QA and development. Included below is all the development software used and may be required to fully support the TROCS system.

Production environment:

Database server - SQL Server 2008; Windows Server 2008 R2 DataCenter, Intel Xeon X5650

Quad core, 16Gb Ram, 64bit OS, C:60,E:120,F:90,G:240,H:100

Web server - Windows Server 2008 R2 DataCenter, Quad core, 4Gb Ram, 64bit OS, C:60,D:100

Report Server: Windows Server 2008 R2 DataCenter, Intel Xeon X5650 Quad core, 8Gb Ram,

64bit OS, C:60,F:80,G:40,H:80

Extranet environment (County portal):

Database Server: SQL Server 2012; Windows Server 2008 R2 Enterprise, Intel Xeon X5650, 8Gb Ram, 64bit OS, C:40, F:200, G:60, H:250

Web Server: Windows Server 2008 R2 Datacenter, Quad core AMD Opteron, 4Gb Ram, 64bit

OS, C:40, D:40

Report Server: hosted on DB server

QA environment:

Database server, Web server, Report Server: These do not need to be as high spec as the production servers but the database server should be able to accommodate the full production database so that testing can be performed on the production data.

Development environment:

Database server, web server, report server: these can be lower spec than production; additionally they can be shared between developers or separate local installations

Development software: Visual Studio 2010 and 2008; Microsoft MVC; SQL Server Management Studio 2008 R2 (Client Tools including Business Intelligence); SQL Server Management Studio 2012 (Client Tools only); Team Foundation Server or Visual SourceSafe for source control; Telerik RadControls; Telerik MVC Extensions; TelerikKendo UI for MVC; Windows Identity Foundation SDK4.0; Bids Helper; WinSCP; 7-zip; Microsoft Enterprise Library 5.0