



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 5, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Drexel Heights Fire District

***Project Title/Description:**

Intergovernmental Agreement between Pima County and Drexel Heights Fire District on behalf of Valley Emergency Communication Center For Data Center Racks and GIS Services

***Purpose:**

The purpose of this amendment is to renew this agreement for an additional one-year term. It allows the County to maintain Valley Emergency Communication Center's (VECC's) administrative computers located in the Pima Emergency Communications and Operations Center (PECOC). These computers are integrated into the Pima County Information Technology environment and allow Pima County to provide VECC with Geographic Information Systems (GIS) Services.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Pima County Information Technology Department will provide ongoing maintenance and support of administrative computers and software for VECC.

***Public Benefit:**

This service supports VECC's emergency call taking and dispatching efforts for Drexel Heights Fire District (DHFD) and other fire agencies within Pima County.

***Metrics Available to Measure Performance:**

Timely monthly payment of fees to Pima County of over the term of the agreement.

***Retroactive:**

Yes. The Information Technology Department (ITD) initiated discussions with VECC regarding their desire to renew this agreement on May 11, 2023. On May 18, 2023 ITD met with representatives of VECC and DHFD to discuss the terms of the renewal. On May 22, 2023 DHFD and VECC confirmed their desire to renew. ITD worked with the Pima County Attorney's Office to draft the renewal and submitted it to VECC and DHFD for their review and signature on June 27, 2023. DHFD requested some minor changes, which needed to be reviewed by the Pima County Attorney's Office. That round of reviews was completed July 6, 2023. The agreement went before the DHFD Board for their approval at their July 28, 2023 meeting. ITD received the signed documents on August 9, 2023.

If this retroactive agreement is not approved there would be a significant disruption to VECC's ability to dispatch emergency calls.

TO: COB 8-21-23(1)
vers: 4
pgs: 5

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 20-089

Amendment No.: 3 AMS Version No.: 4

Commencement Date: 7/1/2023 New Termination Date: 6/30/2024

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 18,000.00

Is there revenue included? ☒ Yes ☐ No If Yes \$ 18,000.00

***Funding Source(s) required:** N/A – this is a revenue contract.

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Terry Newman / Michelle Mitchell

Department: Information Technology Department

Telephone: 520-724-7121 / 520-724-9590

Department Director Signature: _____

Date: 8/14/23

Deputy County Administrator Signature: _____

Date: 8-17-2023

County Administrator Signature: _____

Date: 8-17-2023

**Intergovernmental Agreement
between
Pima County and Drexel Heights Fire District on behalf of Valley Emergency Communication
Center
for
Data Center Racks and GIS Services**

This Intergovernmental Agreement (**IGA**) is entered into by Pima County, a body politic and corporate of the State of Arizona ("**County**") and Drexel Heights Fire District ("**District**") on behalf of Valley Emergency Communication Center ("**VECC**") pursuant to A.R.S. §. 11-952.

Recitals

- A. Valley Emergency Communications Center ("**VECC**") was created by an Intergovernmental Agreement between the Drexel Heights Fire District and the Green Valley Fire District in 2014, and District was identified as the Managing Administrative Principal, of the VECC.
- B. VECC dispatches fire and medical emergency calls for several fire service agencies including Arivaca, Corona de Tucson, Drexel Heights, Green Valley Fire Districts, Helmet Peak and Elephant Head Volunteer Fire Departments, and the Tohono O'odham-San Xavier District.
- C. VECC is housed at the Pima Emergency Communications and Operations Center (PECOC) alongside the Pima County Sheriff's Department communications operation located at 3434 E. 22nd Street, Tucson, Arizona. VECC has an administrative IT environment for staff located in PECOC and needs ongoing maintenance and support of its GIS services.
- D. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- E. County and District are authorized by A.R.S. § 11-952 *et seq.*, and 48-805-(B) (16) (a) to enter into an intergovernmental agreement "for technical or administrative services to the property owned by the political subdivision, including property that is outside the district boundary."
- F. County and District desire to have County provide data center rack(s) for staff located at PECOC.

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** This IGA sets out the equipment the County will provide to VECC **CenturyLink Account**.
- 2. **Scope.** County is providing one data center rack 8.12 at the PECOC data center for VECC's use. VECC shall provide County with written notice 30 days before VECC terminates its need to the PECOC data center rack 8.12.
- 3. **Financing.** The parties have agreed to the following fee schedule. Upon execution of this IGA, VECC will continue to pay County \$1,500 per month due on the first day of the month and continuing thereafter on a month-to-month basis. County shall send monthly invoices to VECC.

Fee Schedule

PECOC data center rack 8.12 cost per year:	\$18,000.00
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Total Annual cost:	\$18,000.00
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All payments will be made payable to:
 Attn: Pima County Treasurer Pima County Revenue Management
 33 N. Stone
 Mailstop - DT-BAB6-401
 Tucson, AZ 85701

4. **Term.** The term of this agreement is July 1, 2023, to June 30, 2024, regardless of when the parties sign the IGA. The parties intend for this IGA to have retroactive effect because the parties have continued to perform since the prior agreement terminated on June 30, 2023.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, or employees.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d. If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirements may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article. Inasmuch as both parties are governmental entities, no certificates of insurance or indemnity shall be requested.

8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Non-Discrimination.** The parties will not discriminate against any 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 under this IGA. The parties will comply

with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
12. **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.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the VECC Governing Board does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party will 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.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
18. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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) :

County:

Attn: Contract Administrator
Pima County IT Department

33 N Stone Avenue; 14th Floor
Tucson, Arizona 85701

Phone: 520-724-8113

Drexel Heights Fire Department:

Attn: Fire Chief Drexel Heights Fire District IT
Department

5950 S Cardinal Avenue
Tucson, Arizona 85746
Phone: 520-571-8700

Fax: 520-883-3314

Fax: 520-838-7420
Email:
Contract.Administrator@pima.gov

Email: dchappell@drexelfire.org

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
20. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

[Signature page to follow]

In Witness Whereof, County has caused this IGA to be executed by the Chair of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and VECC has caused this Intergovernmental Agreement to be executed by the VECC Governing Board.

PIMA COUNTY:

Chair
Board of Supervisors

ATTEST:

Clerk of the Board

Drexel Heights Fire District for VECC:

Board Chair

ATTEST:

Clerk of the Board

Approved as to Content

foregoing Intergovernmental Agreement between Pima County and Drexel Heights Fire District has been reviewed by the undersigned and is hereby approved as to content.

PIMA COUNTY:

Javier Baca
Pima County Information Technology Director

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Drexel Heights Fire District has been reviewed by the undersigned, each of whom 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 the party he or she represents.

PIMA COUNTY:

Kyle Johnson, Deputy County Attorney

Drexel Heights Fire District for VECC:

Attorney for Drexel Heights Fire District