



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

**Requested Board Meeting Date:** 11/17/2015 (Addendum)

**or Procurement Director Award**

**Contractor/Vendor Name (DBA):** ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA ("ABOR")

**Project Title/Description:**

Intergovernmental Agreement for Pima County ITD Subscriber Services

**Purpose:**

The Intergovernmental Agreement between Pima County and ABOR regarding Subscriber Services is effective for a one (1) year term commencing March 15, 2015 through March 14, 2016, and is renewable upon mutual written agreement of the parties. The IGA was made and entered into by the parties pursuant to A.R.S. §§11-951 through 11-954, and 41-2631 through 41-2634.

As a participant in the Pima County Wireless Integrated Network (PCWIN), ABOR has been issued mobile and portable radio equipment specifically for this purpose. Pima County ITD Wireless Division and City of Tucson General Services Division are the only two service providers authorized by the PCWIN Board of Directors for subscriber repair and maintenance. ABOR has chosen Pima County ITD Wireless Division to provide this service. Therefore, since Pima County ITD Wireless Services Division has sufficient facilities, resources, and expertise to maintain and service PCWIN communication equipment, ABOR has agreed to pay Pima County for use and repair of the equipment during the term as specified in Exhibit B.

**Procurement Method:**

D 29.4.XI.H. "Other Non-Procurement Contracts"

**Program Goals/Predicted Outcomes:**

To ensure PCWIN equipment is sufficiently maintained and remains fully functional.

**Public Benefit:**

To support efforts of PCWIN, a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County.

**Metrics Available to Measure Performance:**

ABOR to maintain equipment and make timely payments through March 14, 2016, per terms of the Agreement.

**Retroactive:**

The delay was caused by verbiage changes and subsequent legal review and negotiation by both parties. Original signed documents were not received by County from ABOR until October 25, 2015.

*CDB:11-9-15  
Addendum*

*13 pgs(2)*

NOV 09 15 PM 12:46 PC CLK OF PD  
AR3

PROCURE Dept 11/09/15 PM 09:40

**Original Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 16\*0058  
Effective Date: 03/15/2015 Termination Date: 03/14/2016 Prior Contract Number (Synergen/CMS): N/A  
 Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 192.00  
Funding Source(s): Arizona Board of Regents, University of Arizona

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards  
Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Michael D. Stofko  
Department: Real Property Services Telephone: 724-6667  
Department Director Signature/Date: [Signature] 11-2-15  
Deputy County Administrator Signature/Date: [Signature] 11/5/15  
County Administrator Signature/Date: C. Daniel Bailey 11/6/15  
*(Required for Board Agenda/Addendum Items)*

CONTRACT
NO. <u>CTN-17-16000000000000000058</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**INTERGOVERNMENTAL AGREEMENT  
FOR PIMA COUNTY ITD SUBSCRIBER SERVICES  
BETWEEN PIMA COUNTY AND  
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA ON BEHALF OF ITS  
ASSOCIATED STUDENTS OF THE UNIVERSITY OF ARIZONA UNIVERSITY  
EMERGENCY MEDICAL SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT (Agreement)**, is made and entered into by and between Pima County, a political subdivision of the State of Arizona (“*County*”) and Arizona Board of Regents, University of Arizona, a land-grant State educational institution, on behalf of its Associated Students of the University of Arizona University Emergency Medical Services (hereinafter referred to as “*University EMS*”) pursuant to A.R.S. §11-952 *et seq.*

**WHEREAS** County and University EMS may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§11-951 through 11-954 and 41-2631 through 41-2634; and

**WHEREAS** County is implementing a regional public safety communications network known as the Pima County Wireless Integrated Network (“**PCWIN**”); and

**WHEREAS** University EMS agreed to participate in the PCWIN program; and

**WHEREAS** University EMS desires to use PCWIN communication equipment and services and does not have the ability to maintain same; and

**WHEREAS** County has facilities and resources to maintain and service PCWIN communication equipment; and

**WHEREAS** County is willing to provide communication service and equipment maintenance to University EMS.

**NOW, THEREFORE** County and University EMS agree as follows:

**1. Purpose.**

The purpose of this Agreement is to set forth the responsibilities of the parties and provide communication service and equipment maintenance to University EMS.

## 2. Scope:

- A. County, through its Information Technology Department, Wireless Services Division, shall provide communication equipment maintenance to University EMS at 1313 South Mission Road, Tucson, Arizona, 85713. County shall only provide communication equipment maintenance to PCWIN communications equipment owned or leased by University EMS, and all affected equipment shall be clearly marked or identified as such.
- B. County guarantees communication equipment maintenance work for 90 days and will pass on to University EMS any parts warranty provided by the manufacturer. If County communication equipment maintenance work or replacement parts fail in normal service within that period, the County shall make additional repairs at no additional charge to University EMS. County provides no other express warranty on communication equipment maintenance work. Any implied warranty of merchantability or fitness is limited to the 90 day duration of this warranty.
- C. University EMS shall be liable for damage to PCWIN Communication Equipment only in direct proportion to the degree which its negligence or willful misconduct in the course of maintaining such equipment resulted in damages thereto.

## 3. Payment

- A. County shall bill University EMS monthly through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in arrears of the service provided. Current rates are outlined in the attached Exhibit A. Exhibits B and C require each participating Public University EMS to opt for either monthly or time and materials billing; provided, however, that University EMS may opt for **both** monthly and time and materials payment. University EMS shall pay County within thirty (30) days of receipt of County's bill.
- B. If, after ten (10) days additional written notice to University EMS it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice to University EMS.
- C. Upon renewal of this IGA, County reserves the right to increase the rates set forth in Exhibit A or Time and Materials charges as applicable to University EMS, if County's actual costs increase. If the rates change, University EMS shall have the option to decline the renewal.

## 4. Term and Termination

- A. County and University EMS shall within their lawful methods of financing provide for payment of the costs and expenses of their obligations arising each year

under this Agreement from current annual budgeted funds for that year.

- B. The term of the Agreement shall be from March 15, 2015 through March 14, 2016 and is renewable upon mutual agreement of both parties, unless terminated pursuant to Section 4 (D.) below. Any modification of this Agreement shall be by formal written amendment and executed by the parties hereto.
- C. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or University EMS's governing body do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to the terminating University EMS, and University EMS's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement.
- D. Either party may terminate this Agreement only by issuing a written notice of its intention not to renew this Agreement at least 90 days prior to the end of the then existing Term.

## **5. Severability**

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

## **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") 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.

In addition, University EMS shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless Pima County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or

omissions of (insert name of other governmental entity)'s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

## **7. Americans With Disabilities Act**

University EMS shall 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.

## **8. Cancellation For Conflict Of Interest**

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

## **9. 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 County and any of University EMS's employees, or between University EMS and any County employees. None of the parties shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including (without limitation) University EMS's and County's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **10. Insurance.**

A. Coverages. Subject to section 10. E. below, the Parties to this Intergovernmental Agreement shall obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 1) *Commercial General Liability*. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to

include County as an additional insured with coverage at least as broad as ISO form CG 20 10.

- 2) *Commercial General Automobile Liability. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).*
- 3) *Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.*
- 4) *Property. Property insurance covering the Party's real and personal property.*

- B. **Changes to Insurance Requirements.** County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.
- C. **Waiver of Subrogation.** Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.
- D. **Certificates of Insurance.** The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Intergovernmental Agreement of cancellation, non-renewal or material change.
- E. **Self-Insurance Pool.** The requirements of this Section 10 above may be alternatively met by the Parties through self-insurance or participation in a governmental insurance risk pool, at no less than the minimal levels set forth in this article. If applicable, Parties to this Intergovernmental Agreement shall provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, (if a school district, § 15-382) within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates must provide for guaranteed thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change.

## **11. Compliance With Laws**

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided

under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

## **12. Non-Discrimination**

University EMS agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this agreement as if set forth in full herein. During the performance of this agreement, University EMS shall 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.

## **13. No Third Party Beneficiaries**

Nothing in the provisions of 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.

## **14. Workers' Compensation**

University EMS shall comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, University EMS shall be considered the primary employer of all personnel currently or hereafter employed by those parties, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

## **15. Notice**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:  
Pima County IT Department  
Attn: Contract Administrator  
150 West Congress, 6<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-8113  
[contract.administrator@pima.gov](mailto:contract.administrator@pima.gov)

UNIVERSITY OF ARIZONA  
Contract & Research Support Program  
University of Arizona  
P.O. Box 210158, Rm 515  
Tucson, AZ 85721-0158  
520-626-3050  
[crs-ord@email.arizona.edu](mailto:crs-ord@email.arizona.edu)

## **16. 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 Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

**Mark A. Drury**  
**Contracts Manager**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date 10/19/15

ATTEST

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Pima County Chief Information Officer

\_\_\_\_\_  
Date 10/30/15

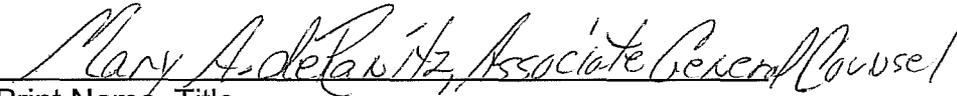
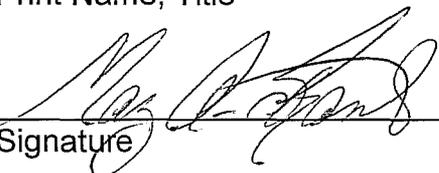
**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

The foregoing Intergovernmental Agreement between Pima County and Arizona Board of Regents, University of Arizona on behalf of its Associated Students of the University of Arizona University Emergency Medical Services has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

**PIMA COUNTY:**

  
\_\_\_\_\_  
**TOBIN ROSEN**  
Deputy County Attorney, Civil Division  
10/30/15  
Date

**ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

  
\_\_\_\_\_  
Print Name, Title  
  
\_\_\_\_\_  
Signature  
10/16/15  
Date

## EXHIBIT A

### Subscriber Services and Time & Materials Services (Aug 6, 2013)

#### Monthly Radio Subscriber Agencies/Departments (Pima County; or Other Agencies who subscribe for service):

- A. Monthly fee of \$8/Radio
- B. Subscriber Services Provided:
  - i. Programming
  - ii. New Radio Activation
  - iii. Radio Deactivation
  - iv. Encryption/no Encryption
  - v. Basic Troubleshooting
  - vi. Radio Kill (lost or stolen)
  - vii. Loaner Radio during Radio repairs
  - viii. Preventative Maintenance Services at Agency Premises or in Maintenance Provider shop to tune radios and replace various parts (antennas, clips, knobs, batteries, etc.)
- C. Motorola Radio Repair Costs (including shipping and applicable taxes) are charged directly to the Agency
- D. Radio Reactivation fee of \$50 / per occurrence

**PCWIN Requires CommShop 360 to Be the Book of Record for All Radio Subscriber Services Provided To Agencies**

## Subscriber Services and Time & Materials Services (Aug 6, 2013)

### Time & Material (Non Pima County) Radio Agency Services:

- A. T&M Services Provided (\$40/hour, 1 hour minimum charge):
  - i. Programming
  - ii. New Radio Activation
  - iii. Radio Deactivation
  - iv. Encryption/no Encryption
  - v. Basic Troubleshooting
  - vi. Radio Kill (lost or stolen)
  - vii. For other costs associated with T&M Services not included in the hourly charge which are charged directly to the Agency:
    - a. Minimum of \$20 shipping or actual shipping costs where over \$20, for Motorola Radio repairs, where applicable
    - b. Actual Motorola radio repair costs and applicable taxes
    - c. Spare parts and materials used in basic repairs
    - d. Any T&M Services(including Annual Preventative Maintenance) provided at the Agency Location are charged a mileage expense (Trip Charge) of:
      - i. \$ 1.16 per mile roundtrip
- B. Other Costs That Will Be Directly Charged To An Agency:
  - i. Radio Reactivation fee of \$50 / per occurrence
  - ii. Each T&M Agency must pay for an Annual Mandatory Preventative Maintenance checkup to tune their radios @ \$20/Radio (Agency pays for cost of parts, if applicable).
- C. Agencies on T&M Must Maintain An Inventory of Spare Radios

**PCWIN Requires CommShop 360 To Be The Book Of Record For All Radio T&M Services Provided To Agencies**



**EXHIBIT C**



**PCWIN Maintenance Provider Survey**

August 13, 2015

To Chris Hargraves:

Completion of this survey will assist both maintenance providers with projecting the quantity and type of spare parts to stock and personnel staffing needs.

Please provide your agencies' contact for radio maintenance policies and procedures.

Agency Name to be inserted to Agreement:	Associated Students of the University of Arizona University Emergency Medical Services
Point of Contact:	Zachary Saxman – UEMS Chief    Chris Hargraves – Senior Assistant Dean of Students
Phone Number:	Zach 928-300-6131    Chris 520-621-6034
Email Address:	<u>uems.chief@email.arizona.edu</u> <u>chagrav@email.arizona.edu</u>

Mark an "X" for your selection

	Pima County Wireless Services
x	1) Monthly Services AND/OR
	2) Time & Material Services

Agency sections will be valid for one (1) year once an agreement is in place.

Chris Hargraves  
Name (printed)

Signature

8/18/15  
Date