



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 1, 2025

* = 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:**

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

***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 over the term of the agreement.

***Retroactive:**

No.

TO: COB, 6-12-25C1)
Vers: 1
Pgs: 5

JUN12'25AM1121 PD

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: CT Department Code: IT Contract Number (i.e., 15-123): CTN-IT-20-089
Amendment No.: 5 AMS Version No.: 1
Commencement Date: 07/01/2025 New Termination Date: 06/30/2026
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

Amount This Amendment: \$ 18,000

***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: 6/10/2025
Deputy County Administrator Signature: _____ Date: 6-11-2025
County Administrator Signature: _____ Date: 6/11/2025

**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, both fire districts formed pursuant to A.R.S. § 48-801 *et seq.*, 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 A.R.S. § 48-805(B)(17)(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 District for VECC.
- 2. **Scope.** County is providing one PECOC data center rack ("Rack 8.12"), numbered as such by County's IT Department, at the PECOC data center to District for VECC's use. District, on behalf of VECC, shall provide County with written notice 30 days before VECC terminates its need to Rack 8.12.
- 3. **Financing.** The parties have agreed to the following fee schedule. Upon execution of this IGA, VECC through District, 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

Rack 8.12 cost per year:	\$18,000.00
Total Annual cost:	\$18,000.00

All payments will be made payable to:

Attn: Pima County Treasurer
Pima County Revenue Management
33 N. Stone Ave
Mailstop - DT-BAB6-401
Tucson, AZ 85701

4. **Term.** The term of this agreement is July 1, 2025, to June 30, 2026, regardless of when the parties sign the IGA. If District no longer has a use for Rack 8.12, District may terminate this IGA by notifying County, in writing, at least 30 days before the effective date of the termination. In the event of such termination, District's only obligation to County will be payment for services rendered prior to the date of termination.
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 District's 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

Email: ITD_Purchasing@pima.gov

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: 520-883-331
Email: dchappell@drexelfire.org

With copies to:

County Administrator
115 North Church Avenue Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 N Stone Avenue Suite 100
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 District has caused this Intergovernmental Agreement to be executed by its Governing Board on behalf of the VECC.

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

The 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:

Janis Gallego, Deputy County Attorney

Drexel Heights Fire District for VECC:

Attorney for Drexel Heights Fire District