



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 18, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Drexel Heights Fire District

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County Wireless Integrated Network (PCWIN) and Drexel Heights Fire District for Subscriber Services.

***Purpose:**

PCWIN Subscriber Services and City of Tucson General Services are the only two service providers authorized by the PCWIN Board of Directors for subscriber (radio) repair and maintenance.

Drexel Heights Fire District has chosen PCWIN Subscriber Services to provide this service and has agreed to pay Pima County for these services as specified in Exhibit B.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To ensure that public safety radios are sufficiently maintained and remain fully functional.

***Public Benefit:**

To support the 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:**

Drexel Heights Fire to make timely payments per the agreement

***Retroactive:**

NA

TO: COB 4/28/21 (1)
vers.: 1
pgs.: 10

Procure Dept 04/27/21 PM03:17

Contract / Award Information

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 21-92
Commencement Date: 6/7/2021 Termination Date: 6/6/2026 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 46,204.35

***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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

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

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

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: Nicole Jennings

Department: PCWIN

Telephone: 724-9320

Department Director Signature/Date: Robert C. [Signature] 4/20/21

Deputy County Administrator Signature/Date: [Signature] 4/26/21

County Administrator Signature/Date: C. [Signature] 4/27/21

(Required for Board Agenda/Addendum Items)

PIMA COUNTY WIRELESS INTEGRATED NETWORK

PROJECT: SUBSCRIBER SERVICES

GRANTEE: DREXEL HEIGHTS FIRE DISTRICT

CONTRACT NO.: CTN-WIN- 21*92

ESTIMATED REVENUE: \$ 46,204.35

**INTERGOVERNMENTAL AGREEMENT
FOR PCWIN SUBSCRIBER SERVICES BETWEEN
PIMA COUNTY AND DREXEL HEIGHTS FIRE DISTRICT**

THIS SUBSCRIBER SERVICES AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("*County*") and Drexel Heights Fire District (hereafter referred to as "*Agency*") and;

WHEREAS County has implemented a regional public safety communications network known as the Pima County Wireless Integrated Network ("**PCWIN**"); and

WHEREAS Agency agreed to participate in the PCWIN communications network; and

WHEREAS Agency desires to use radio subscribers on PCWIN and does not have the ability to maintain same; and

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

WHEREAS County is willing to provide communication service and equipment maintenance to Agency.

NOW, THEREFORE County and Agency 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 Agency.

2. Scope

- 2.1. County, through the PCWIN, Wireless Services Division, shall provide communication equipment maintenance to Agency at 3434 E. 22nd Street, Tucson, Arizona, 85713. County shall only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Agency, and all affected equipment shall be clearly marked or identified as such.
- 2.2. County guarantees communication equipment maintenance work for 90 days and will pass on to Agency 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 Agency. 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.
- 2.3. Agency shall be liable for all damages to the County facility caused by Agency in the course of maintaining the Agency communication equipment, except for damages that result from the sole negligence of County.

3. Payment

- 3.1. County shall bill Agency 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. Exhibit B requires Agency to opt for either monthly or time and materials billing; provided, however, that Agency may opt for **both** monthly and time and materials payment. Agency shall pay County within thirty (30) days of receipt of County's bill.
- 3.2. If, after ten (10) days additional written notice to Agency it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice.
- 3.3. County reserves the right to increase the rates set forth in Exhibit A as applicable to Agency, if County's actual costs for labor or materials increase. County will provide sixty (60) days' advance written notice of any increase in rates or charges to Agency.

4. Term and Termination

- 4.1. County and Agency will 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.

The initial term of this Agreement is five (5) years, commencing on June 7, 2021 unless otherwise terminated in accordance with 4.3 below. This Agreement may be renewed for additional five (5) year terms through a written amendment signed by County and Agency as long as Agency maintains its membership in PCWIN. Notwithstanding the foregoing, this Agreement automatically terminates upon dissolution of the PCWIN Cooperative.

Agency may select a new maintenance option, Monthly Maintenance or Time and Materials, by written notice to County annually by March 30th. Any changes that result in a reduction in the approved budgeted amount will be effective July 1st of the following fiscal year. If Agency desires no changes, the existing maintenance will remain in effect.

- 4.2. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the parties' governing bodies do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the parties shall have no further obligation to each other, except for payment for services rendered and the satisfaction of any other surviving obligations under this Agreement.
- 4.3. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least ninety (90) days prior to the date of the termination.

5. Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found by a court of competent jurisdiction 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 shall indemnify, defend, and hold harmless the other party, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims, demands, or damages of any kind or nature (hereinafter "Claims"), arising out of any act or omission of the indemnifying party, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

In addition, each party shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the other party, 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 "Indemnatee") from and against any and all 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 the indemnifying party'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 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

Each party 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 Agency employees, or between Agency 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) Agency's and County's obligation to withhold Social Security and income taxes for itself or any of its employees.

10. Insurance.

10.1. Coverages. Each party shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

10.1.1 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.

10.1.2 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).

10.1.3 Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.

10.1.4 Property. Property insurance covering the Party's real and personal property.

10.2. Changes to Insurance Requirements. Each party retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of each party's Risk Management.

10.3. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.

10.4. Certificates of Insurance. Inasmuch as both parties are governmental entities, no certificates of insurance or indemnity shall be requested.

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.

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.

The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The parties will further ensure that each subcontractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

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

12. Non-Discrimination

Each party agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this Agreement, neither party will 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

Each party will comply with the notice requirements of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each party is considered the primary employer of all personnel currently or hereafter employed by it, irrespective of the operations of protocol in place, and each party has the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of its 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:
Robert Meredith
PCWIN Executive Director
3434 E. 22nd Street
Tucson, AZ 85713
520-724-9320
Robert.Meredith@pima.gov

Agency: DREXEL HEIGHTS FIRE DISTRICT
Attn.: Fire Chief
5950 S. Cardinal
Tucson, AZ 85746
(520) 571-8700
dchappell@drexelfire.org

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

Chair, Board of Supervisors

Date

DREXEL HEIGHTS FIRE DISTRICT

Chair, Governing Board

Gary Bynum, Chair

March 26, 2021
Date

ATTEST

Clerk of Board

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Drexel Heights Fire District, 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.

APPROVED AS TO FORM

Deputy County Attorney

03/31/2021
Date

APPROVED AS TO FORM:

Attorney for Drexel Heights Fire District

3-29-2021
Date

Exhibit A

PCWIN Wireless Services

Monthly Subscriber Maintenance Services

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> • Programming • New radio activation • Basic troubleshooting • Load/remove encryption key • Radio inhibit (lost or stolen) -Documentation will need to be provided • Loaner radio during radio repairs, if available 	\$10.00 per radio, Monthly fee (Effective July 1, 2020)
Parts/accessories replaced; <ul style="list-style-type: none"> • Knobs • Belt Clips • Batteries • Antennas • Dust Covers • Single Unit Desk Chargers • Dual Head Conversion Kits 	No Charge
Radio Reactivation/Deactivation fee	\$50 per occurrence, per radio
FedEx Shipping Flat Rate Fee	\$20
Annual Preventative Maintenance	No Charge
Preventative Maintenance includes: <ul style="list-style-type: none"> <u>Portable Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications <u>Mobile Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Pre/post inspection of vehicle ✓ Test coax and antenna ✓ Removal and installation of radio ✓ Test/tune radio to factory specifications <u>Control Station</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications 	No Charge

NOTES

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Damage caused by physical abuse, chemicals, or liquids are NOT covered.
3. Covered replacement parts are a 1 for 1 swap; damaged/malfunctioning parts must be turned in to receive replacement.
4. Lost or stolen parts will be charged to the agency/department.
5. Repair or replacement of coax and wiring is not covered.

CTN-WIN 21*92

Exhibit A

PCWIN Wireless Services

Time and Material Subscriber Maintenance Services

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> • New radio activation • Reprogramming repaired radio • UID changes • Talkgroup changes • Fleetmap modification • Load/remove encryption key • Radio inhibit (lost or stolen). Documentation will need to be provided 	\$60.00 per hour, 1 hour minimum charge (Effective July 1, 2020)
Radio Reactivation/Deactivation fee	\$50 per occurrence, per radio
FedEx Shipping Flat Rate Fee	\$20
Mileage	\$1.16 per mile¹
Annual Preventative Maintenance	\$20 per radio
T&M Subscriber Services customers are required to have an annual preventative maintenance check performed on their radios which includes: <ul style="list-style-type: none"> <u>Portable Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications <u>Mobile Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Pre/post inspection of vehicle ✓ Test coax and antenna ✓ Removal and installation of radio ✓ Test/tune radio to factory specifications <u>Control Station</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications 	

NOTES

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Parts and materials used for repairs will be billed at current approved rate.

¹ Mileage computed from PCWIN Wireless Services, 3434 E. 22nd St., Tucson, AZ

EXHIBIT B

Agency Name	Drexel Heights Fire District
Monthly / T&M / Both	Both

	Totals
# of Mobiles	26
# of Portables	64
# of Control Stations	7
# of DVRs	0
Totals	90

Monthly Subscriber Maintenance Services (Per radio/Per month)

		21/22	22/23	23/24	24/25	25/26
Type of Radio	# of Radios	\$10	\$10	\$12	\$12	\$14
Mobiles	0					
Portables	57	\$570	\$570	\$684	\$684	\$798
Control Stations	0					
DVRs	0					
Monthly Totals	57	\$570	\$570	\$684	\$684	\$798
Annual Totals	57	\$6,840	\$6,840	\$8,208	\$8,208	\$9,576

Time and Materials Maintenance Services

T&M	# of Radios	*Preventive Maintenance Annual Fee (\$20 per radio)
Mobiles	26	\$520
Portables	7	\$140
Control Stations	0	\$0
DVRs	0	\$0
Annual Total	33	\$660

T&M Estimated Annual Service Cost (195.90 x # of radios x 10%) = \$ 646.47**

Estimated Grand Total (5 years)	\$46,204.35
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*Preventive maintenance is required annually on all radios. This service is included with the Monthly Subscriber Maintenance Service.

**10% of total radios needing 1 hour repair and an average of battery, belt clip and antenna replacement (\$135.90 for parts and \$60 for one hour of labor = \$195.90).