



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): DREXEL HEIGHTS FIRE DISTRICT ("DHFD")

Project Title/Description:

Intergovernmental Agreement for Pima County ITD Subscriber Services

Purpose:

The Intergovernmental Agreement between Pima County and DHFD regarding Subscriber Services is effective upon execution by the Board of Supervisors and runs concurrently with DHFD's membership in PCWIN, unless terminated by either party in accordance with Section 4C of the IGA. 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), DHFD 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. DHFD 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, DHFD 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:

DHFD to maintain equipment and make timely annual payments per terms of the Agreement.

Retroactive:

No.

To: CCB - 5-23-16 (1)
Ver. - 1
Jyc-12

Original Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 16*0163
Effective Date: 6/7/2016 Termination Date: 6/6/2021 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ Revenue Amount: \$ 32,482.10
Funding Source(s): Drexel Heights Fire District

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

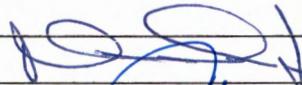
Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

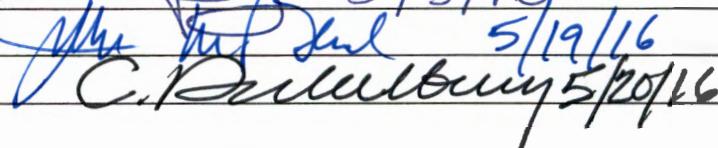
Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 724-6667

Department Director Signature/Date:  5/3/16

Deputy County Administrator Signature/Date:  5/19/16

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)  C. Ballou 5/20/16

PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY
PROJECT: PCWIN
GRANTEE: DREXEL HEIGHTS FIRE DISTRICT
FUNDING: N/A
REVENUE AMOUNT: \$32,482.10

CONTRACT
NO. <u>CTN-IT-16-143</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 DREXEL
HEIGHTS FIRE DISTRICT**

THIS INTERGOVERNMENTAL 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") pursuant to A.R.S. §11-952 *et seq.*

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

WHEREAS Agency has agreed to participate in the PCWIN program; and

WHEREAS Agency 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 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:

- A. County, through its Information Technology Department, Wireless Services Division, will provide communication equipment maintenance to Agency at 1313 South Mission Road, Tucson, Arizona, 85713. County will only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Agency, and all affected equipment must be clearly marked or identified as such.
- B. County guarantees communication equipment maintenance work for ninety (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, County will 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 ninety (90) day duration of this warranty.
- C. Agency is liable for all damages to the County facility caused by Agency in the course of maintaining Agency's communication equipment, except for damages that result from the sole negligence of County.

3. Payment

- A. County will 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. Exhibits B and C require each participating Public 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 will pay County within thirty (30) days of receipt of County's bill.
- B. 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 to Agency.
- C. County reserves the right to increase the rates set forth in Exhibit A or Time and Materials charges as applicable to Agency if County's actual costs for labor or materials increase. County will provide sixty (60) days prior written notice of any increase in rates or charges to Agency.

4. Term and Termination

- A. 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 begins upon the signing of this Agreement by

both Parties (the "Effective Date") and runs concurrently with Agency's membership in PCWIN unless otherwise terminated in accordance with paragraph C below. 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 Material, by written notice to County annually by March 30th. If Agency desires no changes, the existing maintenance will remain in effect.

- B. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or Agency's governing body do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County will have no further obligation to Agency, and Agency's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement
- C. 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 anniversary of the Effective Date.

5. Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is 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, Agency will 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 Agency or any of the directors, officers, agents, or employees or contractors of Agency. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation

Law or arising out of the failure of Agency 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 Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all claims. Agency will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

7. Americans With Disabilities Act

Agency 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.

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 will create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of Agency's employees, or between Agency and any County employees. None of the parties are 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.

A. **Coverages.** Subject to section 10. E. below, the Parties to this Intergovernmental Agreement will 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 will 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 will 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 will 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 govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during the term of this agreement apply, but do not require an amendment.

12. Non-Discrimination

Agency agrees to comply with all provisions and requirements of Arizona Executive
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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, Agency 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.

13. 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.

14. Workers' Compensation

Agency will comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, Agency is considered the primary employer of all personnel currently or hereafter employed by Agency, irrespective of the operations of protocol in place, and Agency 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 must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Neil Konigsberg
Pima County Real
Property Services Administrator

201 N. Stone, 6th Floor
Tucson, AZ 85701
520-724-6582
Neil.Konigsberg@pima.gov

AGENCY:

Drexel Heights Fire District
Attn.: Fire Chief
5030 S. Camino Verde
Tucson, AZ 85735

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.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

Pima County Chief Information Officer

5/2/16

Date

DREXEL HEIGHTS FIRE DISTRICT

James L. Bertrand
Authorized Officer Signature

James L. Bertrand, Board Chair

April 15, 2016

Date

ATTEST:

Cheryl L. Cecil
Cheryl Cecil, Clerk of the Board

April 15, 2016

Date

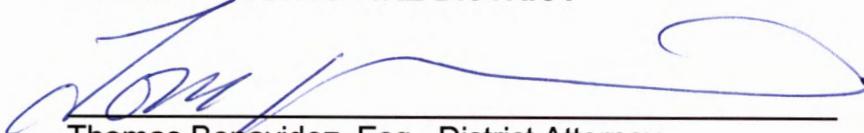
INTERGOVERNMENTAL AGREEMENT DETERMINATION

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.

PIMA COUNTY:


TOBIN ROSEN
Deputy County Attorney, Civil Division
4/15/16
Date

DREXEL HEIGHTS FIRE DISTRICT


Thomas Benavidez, Esq., District Attorney

April 15, 2016

EXHIBIT A

Pima County Wireless Services Monthly Subscriber Services

- A) Monthly fee of \$8 per Radio
- B) Subscriber Services Provided;
 - I. Programming
 - II. New radio activation
 - III. Load/removal of encryption keys
 - IV. Basic troubleshooting
 - V. Loaner radio during radio repairs
 - VI. Radio Inhibit (Lost/Stolen) Note: Documentation will need to be provided
 - VII. Radio Activation/Deactivation fee of \$50 per occurrence
 - VIII. Preventative maintenance services at agency premises or in maintenance provider shop to inspect/tune radios and replace various parts.
 - IX. The following parts/accessories will be replaced at no charge;
 - i. Antennas
 - ii. Belt Clips
 - iii. Batteries
 - iv. Knobs
 - v. Dust Covers
 - vi. Single Unit Desk Charges

Notes

- 1) Any damage that occurs due to physical, chemical, or liquid are NOT covered.
- 2) Covered replacement parts are a 1 for 1 swap. Damaged/malfunctioning parts must be turned in to be replaced. For lost or stolen parts, a department memo must be submitted for replacement.
- 3) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the agency upon approval.
- 4) Labor and parts are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.

Pima County Wireless Time & Material Services

- A) T & M Services provided (\$40/hr, 1 hour minimum charge)
 - a. New Radio Activation
 - b. Reprogramming repaired radio
 - c. Codeplug modification
 - d. UID changes
 - e. Talkgroup changes
 - f. Fleetmap modification
 - g. Load/remove encryption key
 - h. Radio inhibit (lost or stolen). Documentation will need to be provided.
- B) Radio reactivation/deactivation fee of \$50 per occurrence
- C) Agencies on T&M must maintain an inventory of spare radios.
- D) Any T&M services (including annual preventative maintenance) provided at the AGENCY LOCATION will be charged a mileage expense of:
 - a. \$1.16 per mile roundtrip from PC Wireless Services Shop.
- E) Each T&M agency must pay for an annual MANDATORY preventative maintenance checkup to inspect/tune radios (agency pays for cost of parts, if applicable.)
 - a. \$20 – Portable Radios
 - b. \$20 – Mobile Radios (includes: pre/post inspection of vehicle, test coax and antenna, removal and installation of radio for PM.)
 - c. \$20 – Control Station (includes: onsite PM at installed location or nearby location, Test Coax and Antenna, removal and installation of radio for PM.)

Notes

- 1) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the agency upon approval.
- 2) Spare parts and materials used in repairs
- 3) Labor to replace any items installed in the vehicle are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.

EXHIBIT B

Agency Name	Drexel Heights Fire District
County or COT Maintenance	Pima County
Monthly / T&M / Both	Both

	Totals
# of Mobiles	23
# of Portables	59
# of Control Stations	7
# of DVRSs	1
Totals	90

Monthly		\$8 Monthly Fee (\$96 Annual)
Mobiles	0	\$ -
Portables	53	\$ 5,088
Control Stations	0	\$ -
DVRs	0	\$ -
Totals	53	\$ 5,088

T&M		\$20 Base Annual Fee
Mobiles	23	\$ 460
Portables	6	\$ 120
Control Stations	7	\$ 140
DVRs	1	\$ 20
Totals	37	\$ 740

\$ 650.82

T&M Estimated Annual Service Cost*

Grand Total	90	\$ 6,496.42
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*10% of total radios needing 1 hour repair and an average of battery, belt clip and antenna replacement (\$135.90 for parts and \$40 for one hour of labor = \$175.90).

EXHIBIT C



Date

Welcome New PCWIN Subscriber!

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

Agency selections will be valid from the date Intergovernmental Agreement is executed until June 30, of the following fiscal year.

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

Agency Name to be inserted to Agreement:	DREXEL HEIGHTS FIRE DISTRICT
Primary Contact:	Douglas Chappell
Phone Number:	520-883-4341
Email Address:	dchappell@drexelfire.org
Secondary Contact:	Dane Crouse
Phone Number:	520-883-4341
Email Address:	dcrouse@drexelfire.org

Please select one of the following Subscriber Service Providers;

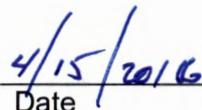
<input type="checkbox"/>	City of Tucson
Service	Time and Material Only

X	Pima County Wireless Services		# of Portables	# of Mobiles	# of Control Stations
Service	X	Time and Material	6	23	7
(Select all that apply)	X	Monthly	53	0	0

Above numbers are combined numbers for Drexel Heights and Tohono O'odham units which are all billed to Drexel Heights.

Douglas Chappell
Name (printed)


Signature


Date