



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: April 21, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA):

Project Title/Description:

Intergovernmental Agreement Between Pima County and City of Tucson for Pima County Wireless Integrated Network Project (Reimbursement for Aircraft Radio Module)

Purpose:

The Intergovernmental Agreement (IGA) between Pima County and the City of Tucson is made and entered into by the parties pursuant to A.R.S. §11-951, A.R.S. §11-952, and Pima County Ordinance No. 2004-18.

In furtherance of its mission to establish a County-wide radio communications system, the Pima County Wireless Integrated Network (PCWIN) Board of Directors authorized the expenditure of up to \$20,000.00 of 2004 bond funds to reimburse the City of Tucson for the purchase of one aviation radio to be installed in a City-owned police helicopter. The County will pay the City for the actual cost of purchase of the equipment (specifically a P25 TDMA 800MHz Trunking radio frequency module). The County agrees to issue payment upon City's submittal of an itemized invoice and supporting documentation indicating the equipment has been purchased and installed.

Procurement Method:

Request For Proposal (RFP) conducted by the City of Tucson

Program Goals/Predicted Outcomes:

City of Tucson will purchase a P25 TDMA 800MHz Trunking radio frequency module for the Tucson Police Department Air Unit. The goal is to improve and enhance communication in furtherance of PCWIN, a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County, including the City of Tucson.

Public Benefit:

Tucson Police Department air unit will be able to communicate with other PCWIN agencies using a radio compatible with aircraft operations.

Metrics Available to Measure Performance:

Continuous performance (24/7) in all weather conditions, while on ground and in flight. Must be FAA compliant and compatible with all other operable PCWIN equipment.

Retroactive:

N/A

Original Information

Document Type: CT Department Code: IT Contract Number (i.e., 15-123): 15-0411
Effective Date: 04/21/2015 Termination Date: 4/20/2016 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount: \$ 20,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): 2004-Public Safety Communication Bond Project, SCOMMS

Cost to Pima County General Fund: \$0

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: Julie McWilliams

Department: ITD Telephone: 724-8066

Department Director Signature/Date: [Signature] 4-1-15

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. D. [Signature] 4/1/15
(Required for Board Agenda/Addendum Items)

CONTRACTNO. CT-IT-15000000000000000411

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

**Intergovernmental Agreement
between
Pima County and City of Tucson
for**

**Pima County Wireless Integrated Network Project
(Reimbursement for Aircraft Radio Module)**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson, an Arizona municipal corporation ("City") pursuant to A.R.S. § 11-952.

Recitals

- A. County and City 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.
- B. County is authorized by A.R.S. §11-952, A.R.S. §11-201, and Pima County Ordinance No. 2004-18 to implement a regional public safety communications system known as the Pima County Wireless Integrated Network (PCWIN).
- C. City is authorized by A.R.S. §11-952 and Pima County Ordinance No. 2004-18 to benefit from the PCWIN and equipment improvements.
- D. On August 28, 2014, the PCWIN Board of Directors, established by the Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network, voted unanimously to reimburse City, up to Twenty Thousand Dollars (\$20,000.00) for its purchase of one P25 TDMA 800MHz trunking radio frequency module (the "RF Module"), compatible with the PCWIN radio network, to upgrade a City owned aircraft communications system for one of its police helicopters.

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

Agreement

- 1. **Purpose.** The purpose of this IGA is to reimburse City for its purchase of one (1) RF Module, compatible with the PCWIN radio network, to upgrade a City owned aircraft communications system for one of its police helicopters..
- 2. **Scope.** City shall purchase, install and maintain the RF Module.
- 3. **Financing.** County shall reimburse City for the actual cost of the RF Module, not-to-exceed Twenty Thousand Dollars (\$20,000.00) upon submittal of an itemized invoice and supporting documentation indicating the RF Module has been purchased and installed.

4. **Term.** This IGA shall be effective on the date it is fully executed by both parties and shall continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall 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") 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.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 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.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01, at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of

the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

9. **Non-Discrimination.** The parties shall not discriminate against any County or City 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 pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties 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.
11. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application, and to this end the provisions of this IGA are declared to be severable.
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 does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, Pima County shall have no further obligation to City 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, shall 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 shall comply with the notice requirements 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 shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and City employees, or between City and any County employees. Neither party shall 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 the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to 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 shall be in writing and shall be 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:

City:

John Voorhees, Executive Director
Pima County Wireless Integrated Network
3434 E. 22nd Street
Tucson, AZ 85713

Roberto Villasenor, Chief of Police
Tucson Police Department
270 S. Stone Avenue
Tucson, AZ 85701

19. **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 IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, County has caused this Intergovernmental Agreement 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 City has caused this Intergovernmental Agreement to be executed by its Mayor upon resolution of the City Council and attested to by the City Clerk:

PIMA COUNTY:

Sharon Bronson, Chair
Board of Supervisors

CITY OF TUCSON:

[Signature]

Jonathan Rothschild, Mayor

Date: March 3, 2015

ATTEST:

[Signature]

Roger Randolph, City Clerk

Date: March 3, 2015

ATTEST:

~~ATTEST:~~

Robin Brigode, Clerk of the Board

~~Roger Randolph, City Clerk~~
Date: March 3, 2015

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

John Voorhees
PCWIN Executive Director

Chief Roberto Villasenor
Tucson Police Department

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 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.

Tobin Rosen, Deputy County Attorney

Date: 3/30/15

Mike Rankin, City Attorney

Date: 2/19/2015

[Faint circular stamp, likely from the City of Tucson, dated 3/19/2015]

ADOPTED BY THE
MAYOR AND COUNCIL

March 3, 2015

RESOLUTION NO. 22364

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGA); APPROVING AND AUTHORIZING THE EXECUTION OF AN IGA BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR THE PIMA COUNTY WIRELESS INTEGRATED NETWORK (PCWIN) PROJECT – REIMBURSEMENT FOR AIRCRAFT RADIO MODULE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

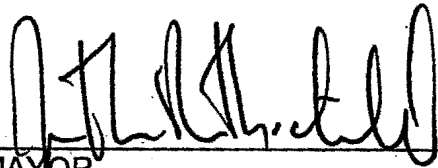
SECTION 1. The IGA between the City and Pima County defining the criteria for the County's \$20,000 reimbursement toward an upgrade of the aircraft communications system in one of the Tucson Police Department's police helicopters in furtherance of PCWIN, attached as Exhibit A, is approved.

SECTION 2. The Mayor or his designee is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to any and all other documents necessary to effectuate the IGA by the City.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

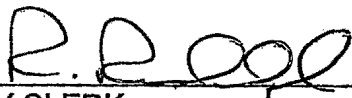
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, March 3, 2015.



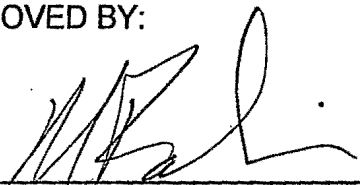
MAYOR

ATTEST:



CITY CLERK

APPROVED BY:

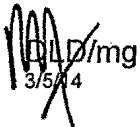


CITY ATTORNEY

REVIEWED BY:



CITY MANAGER


DLD/mg
3/5/14