



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

Requested Board Meeting Date: 05/17/2016

or Procurement Director Award ☐

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

**Project Title/Description:**

Intergovernmental Agreement for Pima County ITD Subscriber Services

**Purpose:**

The Intergovernmental Agreement (IGA) between Pima County and ABOR on behalf of the University of Arizona and its Risk Management Department ("UARM") regarding Subscriber Services is effective upon execution by the Board of Supervisors and runs concurrently with UARM's membership in the Pima County Wireless Integrated Network (PCWIN), unless otherwise terminated in accord with paragraph 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 PCWIN, UARM 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. UARM 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, UARM 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:**

UARM to maintain equipment and make timely payments until the termination of the IGA, per terms of the IGA.

**Retroactive:**

No.

MAY 09 16 PM 11 25 PC CLK F RD  
AKS

To: COB- 5-9-16 (11)  
Ver. - 1  
Pgs. - 13  
Addendum

Procure Dept 05/06/16 PM03:19



**Original Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 16\*0157  
Effective Date: 05/17/2016 Termination Date: 05/17/2021 Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 400.00  
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: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

*[Handwritten signatures and dates]*  
5/3/16  
5/5/16  
C. R. [Signature] 5/5/16



<b>PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY</b>					
<b>PROJECT: PCWIN</b>					
<b>GRANTEE: ARIZONA BOARD OF REGENTS, ON BEHALF OF THE UNIVERSITY OF ARIZONA AND ITS RISK MANAGEMENT DEPARTMENT</b>	<table border="1"> <tr> <td data-bbox="840 339 1411 378" style="text-align: center;"> <b>CONTRACT</b> </td> </tr> <tr> <td data-bbox="840 378 1411 419"> <b>NO. <u>CTN-IT-16-157</u></b> </td> </tr> <tr> <td data-bbox="840 419 1411 459"> <b>AMENDMENT NO. _____</b> </td> </tr> <tr> <td data-bbox="840 459 1411 572">           This number must appear on all invoices, correspondence and documents pertaining to this contract.         </td> </tr> </table>	<b>CONTRACT</b>	<b>NO. <u>CTN-IT-16-157</u></b>	<b>AMENDMENT NO. _____</b>	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
<b>NO. <u>CTN-IT-16-157</u></b>					
<b>AMENDMENT NO. _____</b>					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					
<b>FUNDING: N/A</b>					
<b>AMOUNT: \$400.00</b>					

**INTERGOVERNMENTAL AGREEMENT  
 FOR PIMA COUNTY ITD SUBSCRIBER SERVICES  
 BETWEEN PIMA COUNTY AND  
 THE ARIZONA BOARD OF REGENTS, ON BEHALF OF THE UNIVERSITY OF  
 ARIZONA AND ITS RISK MANAGEMENT DEPARTMENT**

**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 on behalf of the University of Arizona and its Risk Management Department ( hereafter referred to as "University") pursuant to A.R.S. §11-952 *et seq.*

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

**WHEREAS** University 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.

**NOW, THEREFORE** County and University 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.

## 2. Scope:

- A. County, through its Information Technology Department, Wireless Services Division, will provide communication equipment maintenance to University at 1313 South Mission Road, Tucson, Arizona, 85713. County will only provide communication equipment maintenance to PCWIN communications equipment owned or leased by University, 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 University 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 University. 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. University shall be liable for all damages to the County facility to the extent caused by University in the course of maintaining University's communication equipment, except for damages to the extent they result from the negligence of County.

## 3. Payment

A. County will bill University 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 to opt for either monthly or time and materials billing; provided, however, that University may opt for **both** monthly and time and materials payment. University will pay County within thirty (30) days of receipt of County's bill.

B. If, after ten (10) days additional written notice to University, it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice to University.

C. County reserves the right to increase the rates set forth in Exhibit A or Time and Materials charges as applicable to University if County's actual costs for



labor or materials increase. County will provide sixty (60) day's written notice of any increase in rates or charges to University. University shall have the option of declining the increase in rates and terminating the Agreement.

#### **4. Term and Termination**

- A. County and University 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 University'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.

University may select a new maintenance option, Monthly Maintenance or Time and Material, by written notice to County annually by March 30<sup>th</sup>. If University 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 University'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 University, and University'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, University 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 University'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 Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by University from and against any and all claims. University will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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

University 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 University's employees, or between University 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) University'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**

University 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, University 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**

University will comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, University is considered the primary employer of all personnel currently or hereafter employed by University, irrespective of the operations of protocol in place, and University 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, Manager  
Pima County Real Property  
201 N. Stone, 6<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-6582  
[Neil.Konigsberg@pima.gov](mailto:Neil.Konigsberg@pima.gov)

UNIVERSITY:

University of Arizona Contracting  
& Research Services  
Attn: Director  
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**

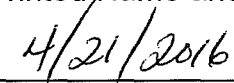
\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Authorized Officer Signature  
**Mark A. Drury**  
**Contracts Manager**

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

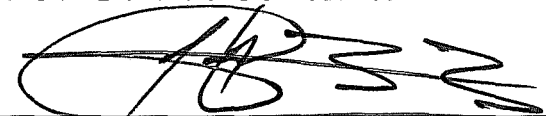
  
\_\_\_\_\_  
Date

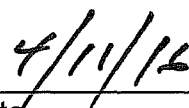
**ATTEST**

\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

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

  
\_\_\_\_\_  
Date



## INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Arizona Board of Regents on Behalf of the University of Arizona Risk Management Department 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:



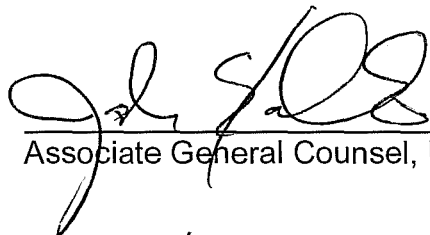
TOBIN ROSEN

Deputy County Attorney, Civil Division

3/24/16

Date

### ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA RISK MANAGEMENT DEPARTMENT:



Associate General Counsel, University of Arizona

4/21/16

Date



## **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**

<b>University Name</b>	U of A Risk Management
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	T&M

	<b>Totals</b>
# of Mobiles	0
# of Portables	4
# of Control Stations	0
# of DVRs	0
<b>Totals</b>	<b>4</b>

<b>Monthly</b>		<b>\$8 Monthly Fee (\$96 Annual)</b>
Mobiles	0	\$ -
Portables	0	\$ -
Control Stations	0	\$ -
DVRs	0	\$ -
<b>Totals</b>	<b>0</b>	<b>\$ -</b>

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
Mobiles	0	\$ -
Portables	4	\$ 80.00
Control Stations	0	\$ -
DVRs	0	\$ -
<b>Totals</b>	<b>0</b>	<b>\$ 80.00</b>

**T&M Estimated Annual Service Cost\***      \$ -

<b>Grand Total</b>	<b>0</b>	<b>\$ -</b>
--------------------	----------	-------------

\*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.

University 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.

University Name to be inserted to Agreement:	Arizona Board of Regents, on behalf of the University of Arizona and its Risk Management Department
Primary Contact:	Frank Perez
Phone Number:	520-954-9757
Email Address:	<a href="mailto:fsperez@email.arizona.edu">fsperez@email.arizona.edu</a>
Secondary Contact:	
Phone Number:	
Email Address:	

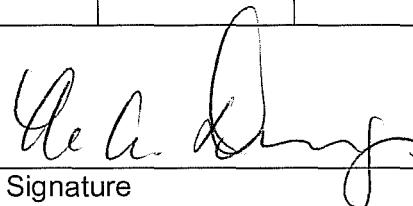
Please select one of the following Subscriber Service Providers;

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

<input checked="" type="checkbox"/>	<b>Pima County Wireless Services</b>	# of Portables	# of Mobiles	# of Control Stations
Service (Select all that apply)	<input checked="" type="checkbox"/> Time and Material	0	4	
	<input type="checkbox"/> Monthly			

Mark A. Drury  
Contracts Manager

Name (printed)

  
Signature

4/21/2016  
Date