



Contract Number: CTN-IT-15X074
Effective Date: 1-6-15
Term Date: 1-5-16
Cost: _____
Revenue: \$1,340. -
Total: _____ NTE: _____
Action: _____
Renewal By: 10-1-15
Term: 1-5-16
Reviewed by: pd

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: January 6, 2015

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Intergovernmental Agreement between Pima County and United States Marshals Service regarding Subscriber Services outlines the obligations of the parties relevant to the scope of this Agreement, including costs. United States Marshals Service is a participant in the Pima County Wireless Integrated Network (PCWIN), and already owns radios that are compatible 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. United States Marshals Service 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, United States Marshals Service has agreed to pay Pima County for use and repair of the equipment as specified in Exhibits A-B. This IGA is for a one-year term, with option to renew upon mutual consent of the parties.

CONTRACT NUMBER (If applicable): CTN-IT-150000000000000000074

STAFF RECOMMENDATION(S):

The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the Intergovernmental Agreement with United States Marshals Service for Subscriber Services related to the PCWIN project.

CORPORATE HEADQUARTERS: Washington, D.C.

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To: CWD - 12-24-14
(1)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY:\$ 1,340.00

FUNDING SOURCE(S): United States Marshals Service (i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	X
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IMPACT:

IF APPROVED:

United States Marshals Service will have properly maintained equipment for participation in the PCWIN network, and Pima County ITD Wireless Services Division will repair/maintain such equipment. During the initial one-year term, Pima County will receive \$1,340.00 in exchange for equipment and services described herein.

IF DENIED:

Pima County ITD Wireless Services Division will not repair/maintain equipment issued to United States Marshals Service and will not receive \$1,340.00 for same. In addition, United States Marshals Service will be required to contract with the City of Tucson General Services Division, the only other authorized provider for these services, which is not United States Marshals Service's preference.

DEPARTMENT NAME: Information Technology

CONTACT PERSON: Julie K McWilliams TELEPHONE NO.: 724-8066

CONTRACT

NO. CTN-IT-150100000000000000000074

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
UNITED STATES MARSHALS SERVICE DISTRICT OF ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and United States Marshals Service District of Arizona (hereinafter 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 is implementing a regional public safety communications network known as the Pima County Wireless Integrated Network ("PCWIN"); and

WHEREAS Agency agreed to participate in the PCWIN program; 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, at 1313 South Mission Road, Tucson, Arizona, 85713, 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.

- B. 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.
- C. Agency shall be liable for all damages to the County facility caused by Agency in the course of maintaining the Agency's communication equipment, except for damages that result from the sole negligence of County.

3. Payment

- A. 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 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 shall 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. Upon renewal of this IGA, 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 increase.

4. Term and Termination

- A. County and Agency shall 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.
- B. The term of the Agreement shall be for a one year period upon endorsement by the Pima County Board of Supervisors and is renewable upon mutual agreement of both parties, unless terminated pursuant to Section 4 (D.) below. Any modification of this Agreement shall be by formal written amendment and executed by the parties hereto.
- C. 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 shall have no further obligation to the terminating Agency, and Agency's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement.

D. Either party may terminate this Agreement only by issuing a written notice of its intention not to renew this Agreement at least 90 days prior to the end of the then existing Term.

5. Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found 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 (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 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 Pima County'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 shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. 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

Agency 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's 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. USMS is insured by the Federal Government

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.

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

12. Non-Discrimination

Agency agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this agreement as if set forth in full herein. During the performance of this agreement, Agency shall 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 the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to 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. 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:

Pima County IT Department
Attn: Contract Administrator
150 West Congress, 6th Floor
Tucson, AZ 85701
520-724-8113
contract.administrator@pima.gov

AGENCY:

United States Marshals Service
District of Arizona
Attn: Supervisory Deputy U.S. Marshal
405 W. Congress St.
Suite 2300
Tucson, AZ 85701

15. 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

ATTEST

Clerk of Board

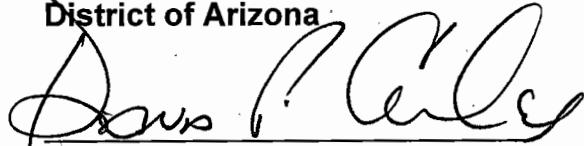
Date

APPROVED AS TO CONTENT:


Pima County Chief Information Officer

12/15/14
Date

**UNITED STATES MARSHALS SERVICE
District of Arizona**



Authorized Officer Signature

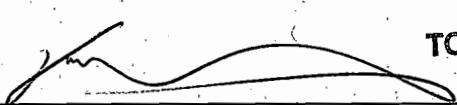
David P. Gonzales, U.S. Marshal
Printed Name and Title

November 25, 2014
Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and United States Marshals Service District of Arizona 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

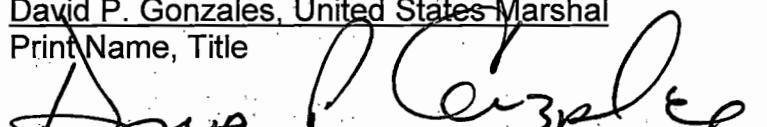
11/18/14

Date

AGENCY NAME: UNITED STATES MARSHALS SERVICE DISTRICT OF ARIZONA

David P. Gonzales, United States Marshal

Print Name, Title

 **David P. Gonzales**
Signature

November 25, 2014

Date

EXHIBIT A

Subscriber Services and Time & Materials Services (Aug 6, 2013)

Monthly Radio Subscriber Agencies/Departments (Pima County; or Other Agencies who subscribe for service):

- A. Monthly fee of \$8/Radio
- B. Subscriber Services Provided:
 - i. Programming
 - ii. New Radio Activation
 - iii. Radio Deactivation
 - iv. Encryption/no Encryption
 - v. Basic Troubleshooting
 - vi. Radio Kill (lost or stolen)
 - vii. Loaner Radio during Radio repairs
 - viii. Preventative Maintenance Services at Agency Premises or in Maintenance Provider shop to tune radios and replace various parts (antennas, clips, knobs, batteries, etc.)
- C. Motorola Radio Repair Costs (including shipping and applicable taxes) are charged directly to the Agency
- D. Radio Reactivation fee of \$50 / per occurrence

PCWIN Requires CommShop 360 to Be the Book of Record for All Radio Subscriber Services Provided To Agencies

Subscriber Services and Time & Materials Services (Aug 6, 2013)

Time & Material (Non Pima County) Radio Agency Services:

A. T&M Services Provided (\$40/hour, 1 hour minimum charge):

- i. Programming
- ii. New Radio Activation
- iii. Radio Deactivation
- iv. Encryption/no Encryption
- v. Basic Troubleshooting
- vi. Radio Kill (lost or stolen)
- vii. For other costs associated with T&M Services not included in the hourly charge which are charged directly to the Agency:
 - a. Minimum of \$20 shipping or actual shipping costs where over \$20, for Motorola Radio repairs, where applicable
 - b. Actual Motorola radio repair costs and applicable taxes
 - c. Spare parts and materials used in basic repairs
 - d. Any T&M Services(including Annual Preventative Maintenance) provided at the Agency Location are charged a mileage expense (Trip Charge) of:
 - i. \$ 1.16 per mile roundtrip

B. Other Costs That Will Be Directly Charged To An Agency:

- i. Radio Reactivation fee of \$50 / per occurrence
- ii. Each T&M Agency must pay for an Annual Mandatory Preventative Maintenance checkup to tune their radios @ \$20/Radio (Agency pays for cost of parts, if applicable).

C. Agencies on T&M Must Maintain An Inventory of Spare Radios

PCWIN Requires CommShop 360 To Be The Book Of Record For All Radio T&M Services Provided To Agencies

EXHIBIT B

Agency Name	US Marshall's
County or COT Maintenance	County
Monthly / T&M / Both	T&M

	Totals
# of Mobiles	0
# of Portables	67
# of Control Stations	0
# of DVRs	
Totals	67

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

T&M		\$20 Base Annual Fee
Mobiles	0	\$ -
Portables	67	\$ 1,340.00
Control Stations	0	\$ -
DVRs	0	\$ -
Totals	67	\$ 1,340.00

Grand Total	67	\$ 1,340.00
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