



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

Award  Contract  Grant

Requested Board Meeting Date: July 3, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Rincon Valley Fire District (RVFD)

**\*Project Title/Description:**

Subscriber Services Agreement between Pima County Wireless Integrated Network (PCWIN) and Rincon Valley Fire District.

**\*Purpose:**

This Subscriber Services Agreement between Pima County and RVFD for subscriber services is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with RVFD's membership in PCWIN unless otherwise terminated by either party in accordance with Section 4 of the Agreement.

PCWIN Wireless Services 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.

RVFD has chosen PCWIN Subscriber Services to provide this service and has agreed to pay Pima County for monthly subscriber service maintenance as specified in Exhibit B of the Agreement.

**\*Procurement Method:**

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

**\*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:**

RVFD will make timely payments per the Agreement.

**\*Retroactive:**

NA

JUN 25 10 41 AM '18 PCWIN/RFD

To: COB - 6-25-10  
ver. - 1  
pgs. - 10 (11)

Revised 5/2018

Addendum

**Contract / Award Information**

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 18\*181

Effective Date: 7/03/2018 Termination Date: 7/02/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 12,607.20

\*Funding Source(s) required: Rincon Valley Fire District

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 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective 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): \_\_\_\_\_

Effective 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 Burdette

Department: PCWIN Telephone: 724-9320

Department Director Signature/Date: [Signature] 6-20-2018

Deputy County Administrator Signature/Date: [Signature] 6-20-18

County Administrator Signature/Date: [Signature] 6/20/18  
(Required for Board Agenda/Addendum Items)

<p><b>PIMA COUNTY WIRELESS INTEGRATED NETWORK</b></p> <p><b>PROJECT: SUBSCRIBER SERVICES</b></p> <p><b>GRANTEE: RINCON VALLEY FIRE DISTRICT</b></p> <p><b>CONTRACT NO.: CTN-WIN- 18*181</b></p> <p><b>ESTIMATED ANNUAL REVENUE:\$ 2,521.44</b>  <b>TOTAL CONTRACT AMOUNT NOT TO EXCEED:\$ 12,607.20</b></p>	<table border="1"> <tr> <td data-bbox="922 268 1458 336" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td data-bbox="922 336 1458 441">NO. <u>CTN-WIN-18-181</u></td> </tr> <tr> <td data-bbox="922 441 1458 483">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="922 483 1458 609">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	<b>CONTRACT</b>	NO. <u>CTN-WIN-18-181</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
NO. <u>CTN-WIN-18-181</u>					
AMENDMENT NO. _____					
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**PCWIN SUBSCRIBER SERVICES AGREEMENT  
BETWEEN PIMA COUNTY AND RINCON VALLEY 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 Rincon Valley Fire District (hereafter referred to as "Agency") and;

**WHEREAS**, County is entering into this Agreement under the authority and pursuant to Section 3.1.6 of the Intergovernmental Agreement to Operate, Maintain, Sustain, Improve, and Finance the Pima County Wireless Integrated Network (the "PCWIN Governance Agreement"). This Agreement is subject to the terms and conditions of the PCWIN Governance Agreement; and

**WHEREAS**, Pima County Board of Supervisors Resolution 2013-89 grants authority to the PCWIN Executive Director to approve and sign contracts with other entities to carry out the purposes of the PCWIN Cooperative; 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. 22<sup>nd</sup> St., 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' 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 begins upon the signing of this Agreement by both Parties (the "Effective Date") and is effective for five (5) years unless otherwise terminated in accordance with 4.3 below. This agreement may be renewed for additional (5) five-year terms 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 Material, by written notice to County annually by March 30<sup>th</sup>. Any changes that result in a reduction in the approved budgeted amount will be effective July 1<sup>st</sup> 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 Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall 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.
- 4.3. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least one hundred eighty (180) 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 shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

#### **6. Indemnification**

Agency shall indemnify, defend, and hold harmless Pima County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Agency, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

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 Agency'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 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. Agency 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. 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.

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. The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Subscriber Services Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Subscriber Services Agreement of cancellation, non-renewal or material change.

## **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 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 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

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 shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:  
Rick Brown  
PCWIN Executive Director  
3434 E. 22<sup>nd</sup> Street  
Tucson, AZ 85713  
520-724-9320  
Rick.Brown@pima.gov

RINCON VALLEY FIRE DISTRICT:  
Jayme Kahle  
Fire Chief  
14550 E. Sands Ranch Rd.  
Vail, AZ 85641  
(520) 647-3760  
jkahle@rinconvalleyfd.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.

#### 17. Replacement of Prior Agreement

This Agreement replaces and supercedes Pima County contract CTN-IT-16\*0175 entered into by Pima County and Rincon Valley Fire District on June 6, 2016.



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 the Board

\_\_\_\_\_  
Date

**RINCON VALLEY FIRE DISTRICT**

  
Authorized Officer Signature

Raymond Phillips Chair  
Printed Name and Title


5-17-2018  
Date

**APPROVED AS TO FORM:**

  
Deputy County Attorney

**CHRISTOPHER STRAUB**

6-19-2018  
Date

  
Attorney for Rincon Valley Fire District

April 14 2018  
Date

EXHIBIT A  
**PCWIN Wireless Services**

**Monthly Subscriber Maintenance Services**

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> <li>• Programming</li> <li>• New radio activation</li> <li>• Basic troubleshooting</li> <li>• Load/remove encryption key</li> <li>• Radio inhibit (lost or stolen) -Documentation will need to be provided</li> <li>• Loaner radio during radio repairs, if available</li> </ul>	<b>\$8.00 per radio, Monthly fee</b>
Parts/accessories replaced; <ul style="list-style-type: none"> <li>• Knobs</li> <li>• Belt Clips</li> <li>• Batteries</li> <li>• Antennas</li> <li>• Dust Covers</li> <li>• Single Unit Desk Chargers</li> <li>• Dual Head Conversion Kits</li> </ul>	<b>No Charge</b>
<b>Radio Reactivation/Deactivation fee</b>	<b>\$50 per occurrence, per radio</b>
<b>FedEx Shipping Flat Rate Fee</b>	<b>\$20</b>
<b>Annual Preventative Maintenance</b>	<b>No Charge</b>
Preventative Maintenance includes: <ul style="list-style-type: none"> <li><u>Portable Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Mobile Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Pre/post inspection of vehicle</li> <li>✓ Test coax and antenna</li> <li>✓ Removal and installation of radio</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Control Station</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> </ul>	<b>No Charge</b>

**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.

EXHIBIT A  
**PCWIN Wireless Services**

**Time and Material Subscriber Maintenance Services**

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> <li>• New radio activation</li> <li>• Reprogramming repaired radio</li> <li>• UID changes</li> <li>• Talkgroup changes</li> <li>• Fleetmap modification</li> <li>• Load/remove encryption key</li> <li>• Radio inhibit (lost or stolen). Documentation will need to be provided</li> </ul>	<b>\$40.00 per hour, 1 hour minimum charge</b>
<b>Radio Reactivation/Deactivation fee</b>	<b>\$50 per occurrence, per radio</b>
<b>FedEx Shipping Flat Rate Fee</b>	<b>\$20</b>
<b>Mileage</b>	<b>\$1.16 per mile<sup>1</sup></b>
<b>Annual Preventative Maintenance</b>	<b>\$20 per radio</b>
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"> <li><u>Portable Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Mobile Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Pre/post inspection of vehicle</li> <li>✓ Test coax and antenna</li> <li>✓ Removal and installation of radio</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Control Station</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> </ul>	

**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.

<sup>1</sup> Mileage computed from PCWIN Wireless Services, 3434 E. 22nd Street, Tucson, AZ

## EXHIBIT B

<b>Agency Name</b>	Rincon Valley Fire Dist.
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	Both

	Totals
# of Mobiles	13
# of Portables	20
# of Control Stations	2
# of DVRs	1
<b>Totals</b>	<b>36</b>

Monthly		\$8 Monthly Fee (\$96 Annual)
Mobiles	0	\$ -
Portables	20	\$ 1,920.00
Control Stations	0	\$ -
DVRs	0	\$ -
<b>Totals</b>	<b>20</b>	<b>\$ 1,920.00</b>

T&M		\$20 Base Annual Fee
Mobiles	13	\$ 260.00
Portables	0	\$ -
Control Stations	2	\$ 40.00
DVRs	1	\$ 20.00
<b>Totals</b>	<b>16</b>	<b>\$ 320.00</b>

**T&M Estimated Annual Service Cost\***      \$                              **281.44**

<b>Grand Total</b>	<b>36</b>	<b>\$ 2,521.44</b>
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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).