



**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):**

Southern Arizona Veterans Administration Healthcare Systems (SAVAHCS)

***Project Title/Description:**

Intergovernmental Agreement between Pima County Wireless Integrated Network (PCWIN) and SAVAHCS for PCWIN Membership and Subscriber Services.

***Purpose:**

SAVAHCS wishes to participate in PCWIN as an Emergency Medical Services Participant (member) and has chosen PCWIN Wireless Services to program and perform preventive maintenance on SAVAHCS' radios.

This Intergovernmental Agreement is a combination of contract format and language required by the Department of Veterans Affairs, a Federal agency, and PCWIN. The Pima County Attorney's office and the legal counsel for SAVAHCS have both reviewed the IGA and agree to the format and language as written.

SAVAHCS has agreed to pay PCWIN on an annual basis for membership and subscriber services per the terms specified in D.2 of the Agreement.

This Intergovernmental Agreement between PCWIN and SAVAHCS for PCWIN membership and subscriber services is effective upon endorsement by the Pima County Board of Supervisors.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To ensure interoperability between PCWIN members and supported agencies; and to ensure that 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:**

SAVAHCS to make timely payments per the Agreement.

***Retroactive:**

NA

JUN 22 10 41 AM '18
PCO KCFRD

To: COB- 6-22-18
Ver. - 1
pgs. 32 (1)
Addendum

Contract / Award Information

Document Type: CTN Department Code: WIN Contract Number (i.e.,15-123): 18*204

Effective Date: 7/3/2018 Termination Date: 7/2/2023 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ 60,025

*Funding Source(s) required: SAVAHCS

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? No

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>PIMA COUNTY WIRELESS INTEGRATED NETWORK</p> <p>PROJECT: PCWIN MEMBERSHIP AND SUBSCRIBER SERVICES</p> <p>GRANTEE: SOUTHERN ARIZONA VA HEALTHCARE SYSTEMS</p> <p>CONTRACT NO.: CTN-WIN- 18*204</p> <p>REVENUE AMOUNT: \$ 60,025</p>	<table border="1"><tr><td><p align="center">CONTRACT</p><p>NO. <u>CTN-WIN-18-204</u></p><p>AMENDMENT NO. _____</p><p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p></td></tr></table>	<p align="center">CONTRACT</p> <p>NO. <u>CTN-WIN-18-204</u></p> <p>AMENDMENT NO. _____</p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>
<p align="center">CONTRACT</p> <p>NO. <u>CTN-WIN-18-204</u></p> <p>AMENDMENT NO. _____</p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>		

**INTERGOVERNMENTAL AGREEMENT
FOR PCWIN SUBSCRIBER SERVICES BETWEEN
PIMA COUNTY AND SOUTHERN ARIZONA VA
HEALTHCARE SYSTEMS**

*******CONTRACT BEGINS ON NEXT PAGE*******

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 31

2. CONTRACT NO. 36C25818C0042	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Nick Lebano	b. TELEPHONE NO. (No Collect Calls) 520-792-1450 x2584	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY Department of Veterans Affairs NCO22-Gilbert Network Contracting 3601 S. 6th Avenue Tucson AZ 85723	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 515111 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$32.5 Million <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Southern Arizona VA Healthcare System 3601 S. 6th Avenue Tucson AZ 85723	CODE	16. ADMINISTERED BY Department of Veterans Affairs NCO22-Gilbert Network Contracting 3601 S. 6th Avenue Tucson AZ 85723	CODE
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17a. CONTRACTOR/OFFEROR PIMA COUNTY 3434 E 22ND ST TUCSON AZ 85713	CODE	82TV8	FACILITY CODE	18a. PAYMENT WILL BE MADE BY This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp This is mandatory and the sole method for submitting invoices. PHONE: FAX:	CODE
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TELEPHONE NO. DUNS: 081135098+4	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in support of the Southern Arizona VA Health Care System (SAVAHCS) in Tucson, AZ. SEE SCHEDULE FOR DETAILS. PLEASE REFERENCE PO# 678C80267 TO ENSURE PROMPT AND PROPER PAYMENT. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 678-3680162-620-855100-2520 010055590 PO #678C80267	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,349.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. PCWIN OFFER DATED 06-15-2018. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: 0001 - 4001
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Thomas Robinson Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: Nicole Burdette
520-724-9320
nicole.burdette@pima.gov
- b. GOVERNMENT: Contracting Officer 36C258
Department of Veterans Affairs
NCO22-Gilbert Network Contracting
3601 S. 6th Avenue
Tucson AZ 85723

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices for PCWIN membership provided under D.3 below for subscriber services provided under D.4 below shall be payable in advance:

- a. Quarterly
- b. Semi-Annually
- c. Other [annually]

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

This is accomplished through the Tungsten Network located at: <http://www.fsc.va.gov/einvoice.asp>

This is mandatory and the sole method for submitting invoices.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

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B.2 PRICE/COST SCHEDULE
ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in accordance with the Statement of Work (SOW) and the PCWIN pricing schedule incorporated in Section D.2. Contract Period: Base POP Begin: 07-09-2018 POP End: 09-30-2018 Funding/Req. Number: 1	1.00	YR	\$4,349.0000	\$4,349.00
		\$4,349.00		678-18-2-620-0056	
1001	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in accordance with the Statement of Work (SOW) and the PCWIN pricing schedule incorporated in Section D.2. Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	YR	\$12,896.0000	\$12,896.00
2001	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in accordance with the Statement of Work (SOW) and the PCWIN pricing schedule incorporated in Section D.2. Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	YR	\$13,640.0000	\$13,640.00
3001	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in accordance with the Statement of Work (SOW) and the PCWIN pricing schedule incorporated in Section D.2. Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	YR	\$14,384.0000	\$14,384.00
4001	Membership agreement for access to radio communication with the Pima County Wireless Integrated Network (PCWIN) in accordance with the Statement of Work (SOW) and the PCWIN pricing schedule incorporated in Section D.2. Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022	1.00	YR	\$14,756.0000	\$14,756.00
GRAND TOTAL					\$60,025.00

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	678-3680162-620-855100 Operating Equipment M\T\R-2520 Repair of Furniture and E-010055590	678-18-2-620-0056 (P)	\$4,349.00

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 MARK FOR: Rick Harker 520-792-1450 x5508 richard.harker@va.gov	1.00	07/09/2018 - 09/30/2018
1001	SHIP TO: Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 MARK FOR: Rick Harker 520-792-1450 x5508 richard.harker@va.gov	1.00	10/01/2018 - 09/30/2019
2001	SHIP TO: Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 MARK FOR: Rick Harker 520-792-1450 x5508 richard.harker@va.gov	1.00	10/01/2019 - 09/30/2020
3001	SHIP TO: Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 MARK FOR: Rick Harker 520-792-1450 x5508 richard.harker@va.gov	1.00	10/01/2020 - 09/30/2021
4001	SHIP TO: Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 MARK FOR: Rick Harker 520-792-1450 x5508 richard.harker@va.gov	1.00	10/01/2021 - 09/30/2022

SECTION C - CONTRACT CLAUSES

The contract clauses set forth or incorporated by reference in this Section C will apply in so far as they are consistent with, and do not conflict with, the provisions of Sections D.3 and D.4 below.

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 61 months.

(End of Clause)

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Arizona. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

- (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

The Southern Arizona VA Health Care System (SAVAHCS) has a requirement to establish radio communication with the Pima County Wireless Integrated Network (PCWIN) to communicate with incoming ambulances transporting patients into the facility for care and with Tucson Police Department for co-jurisdictional emergencies.

1. SERVICE/WORK TO BE PERFORMED:

- The contractor will perform programming services both standard and special request for assigned PCWIN channels/frequencies on 31 Motorola APX 7000/7500 series radios.
- The contractor will perform activation/deactivation services for assigned PCWIN channels/frequencies on 31 Motorola APX 7000/7500 series radios.
- The contractor will perform annual preventive maintenance/performance testing on 31 Motorola APX 7000/7500 series radios.

2. EQUIPMENT:

- See attached list.

3. PERFORMANCE:

- Preventive maintenance will be scheduled with a contact person as assigned by the Contracting Officer's Representative (COR), Point of Contact (POC) or designee. This PM work must be completed in the month specified during the request unless another date is agreed upon by COR or designee. The Biomedical Engineering Manager can be contacted at (520) 629-4675 or (520) 629-1749. **All contractor personnel (without exception) must report to the Engineering Department, Bldg. 38-room A22, to sign in and receive a contractor identification badge before any on-site work is performed and return to the same location to sign out and turn-in badge along with the documented service report (as described in section 4, DOCUMENTATION) for the service performed.**
- Noncontract Charges: The contractor shall not perform any service that will result in additional charges without prior approval from the Contracting Officer.
- Payment: Payment for PCWIN membership as set forth in Section D.3 below and for subscriber services under Section D.4 below will be made in advance, annually, and upon receipt of a properly prepared invoice which references the period for which payment is due, the contract number and/or assigned purchase order number. The invoice must include the correct payment address.
- Failure to carry out the above procedures will be considered as a failure to document the service visit and will constitute a failure to perform.

4. DOCUMENTATION:

- Service reports will be provided for all service activities including preventive maintenance, emergency repair, and safety inspections, and must contain the following information:
 - Date(s) and time period of service.

- Complete description of equipment serviced including model number and serial number.
- Complete description of equipment services performed including upgrades, updates and software changes made.
- Complete list of all materials, parts, or assemblies installed or replaced including serial numbers of parts where applicable.
- A statement of the complaint that initiated the service call.
- Total standard labor hours, total overtime/premium hours, and total travel hours expended during the repair.

5. REMOVAL OF EQUIPMENT:

- When feasible, all repairs and preventive maintenance will be performed at the SAVAHCS. When that is not feasible, the COR, POC or designee may give approval for service work to be done at another location.
- VA property may not be removed from the SAVAHCS prior to execution, and approval of all documents as required by Acquisition and Materiel Management Service. Computer hard drives and other storage media items may not leave VA property.
- Requirements for service reports for designated equipment not at this location are the same as for work done on-site. Service reports for incoming equipment will be presented for signature at the time of delivery. If equipment is returned via commercial carrier, the service report may be included with the shipment.

6. GOVERNMENT REPAIRS: Government employees will work on contract equipment only with authorization of the contractor or following the failure of the contractor to respond. The government is not obligated to perform any work on contract equipment.

7. PRIOR INSPECTION OF EQUIPMENT: Potential contractors may, at their own expense, inspect equipment covered by this solicitation. Arrangements must be made in advance with Biomedical Engineering (see section 3, above).

8. INFORMATION SECURITY: The equipment does not contain any patient sensitive information, nor is it connected to the VA network. The equipment does not gather or store sensitive data; therefore, there is no sensitive data to protect (Handbook 6500.6, Appendix A, Question 7). The C&A requirements do not apply, and a security accreditation package is not required.

D.2 ANNUAL PRICING

Unit	Totals
# of Mobiles	0
# of Portables	30
# of Control Stations	1
# of DVRs	0
Totals	31

BASE PERIOD		
Programming Fees		One Time Fee
Mobiles	0	\$
Portables	30	\$ 600.00
Control Stations	1	\$ 20.00
Fleetmap Development	1	\$ 40.00
Totals	32	\$ 660.00
Annual PM		\$20 Annual Maintenance Fee
Mobiles	0	\$
Portables	30	\$ 600.00
Control Stations	1	\$ 20.00
DVRs	0	\$
Totals	31	\$ 620.00
PCWIN Membership Fees		*Annual Fees
Mobiles	0	\$
Portables	30	\$ 2,970.00
Control Stations	1	\$ 99.00
DVRs	0	\$
Totals	31	\$ 3,069.00
GRAND TOTAL – BASE PERIOD		\$ 4,349.00

OPTION YEAR 1		
Annual PM		\$20 Annual Maintenance Fee
Mobiles	0	\$
Portables	30	\$ 600.00
Control Stations	1	\$ 20.00
DVRs	0	\$
Totals	31	\$ 620.00
PCWIN Membership Fees		*Annual Fees
Mobiles	0	\$
Portables	30	\$ 11,880.00
Control Stations	1	\$ 396.00
DVRs	0	\$
Totals	31	\$ 12,276.00
GRAND TOTAL – OPTION YEAR 1		\$ 12,896.00

OPTION YEAR 2		
Annual PM		\$20 Annual Maintenance Fee
Mobiles	0	\$
Portables	30	\$ 600.00

Control Stations	1	\$ 20.00
DVRs	0	\$
Totals	31	\$ 620.00
PCWIN Membership Fees		*Annual Fees
Mobiles	0	\$
Portables	30	\$ 12,600.00
Control Stations	1	\$ 420.00
DVRs	0	\$
Totals	31	\$ 13,020.00
GRAND TOTAL – OPTION YEAR 2		\$ 13,640.00

OPTION YEAR 3		
Annual PM		\$20 Annual Maintenance Fee
Mobiles	0	\$
Portables	30	\$ 600.00
Control Stations	1	\$ 20.00
DVRs	0	\$
Totals	31	\$ 620.00
PCWIN Membership Fees		*Annual Fees
Mobiles	0	\$
Portables	30	\$ 13,320.00
Control Stations	1	\$ 444.00
DVRs	0	\$
Totals	31	\$ 13,764.00
Grand Total – Option Year 3		\$ 14,384.00

Option Year 4		
Annual PM		\$20 Annual Maintenance Fee
Mobiles	0	\$
Portables	30	\$ 600.00
Control Stations	1	\$ 20.00
DVRs	0	\$
Totals	31	\$ 620.00
PCWIN Membership Fees		*Annual Fees
Mobiles	0	\$
Portables	30	\$ 13,680.00
Control Stations	1	\$ 456.00
DVRs	0	\$
Totals	31	\$ 14,136.00
Grand Total – Option Year 4		\$ 14,756.00

D.3 AGREEMENT BETWEEN PIMA COUNTY AND SOUTHERN ARIZONA VETERANS' ADMINISTRATION HEALTHCARE SYSTEM (SAVAHCS) TO ADD SAVAHCS AS AN EMERGENCY MEDICAL SERVICES PARTICIPANT

The Parties to this agreement ("Agreement") are Pima County, a political subdivision duly organized and existing under the laws of the State of Arizona ("County") and SAVAHCS a federal agency duly organized and existing under the United States Government ("SAVAHCS"). County and SAVAHCS shall be referred to individually as a "Party" and collectively as "Parties."

RECITALS.

WHEREAS, County is the Network Managing Member of the Pima County Integrated Wireless Integrated Network Cooperative ("PCWIN") and is entering into this Agreement in its capacity as the Network Managing Member and with the authorization of the PCWIN Board of Directors.

WHEREAS, SAVAHCS is a federal agency that provides emergency and non-emergency medical transportation services, fire protection and other safety-related services.

WHEREAS, when used in this Agreement, the "PCWIN" shall mean the public safety/municipal communications system that includes, but is not limited to, the 800 MHz system originally procured and built by County and commonly referred to as "PCWIN"

WHEREAS, when used in this Agreement, "Cooperative Member" shall include all signatories to that certain Intergovernmental Agreement between and amongst public safety government entities within Pima County .

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to allow SAVAHCS to use the PCWIN Network.

WHEREAS, this Agreement is entered into under the authority and pursuant to Section 3.1.5 of the Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network (PCWIN Governance Agreement). This Agreement is subject to the terms and conditions of the PCWIN Governance Agreement.

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.

AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows

1. Term and Duration of Agreement; Termination

1.1. The initial term of this Agreement begins upon the signing of this agreement by both Parties (the "Effective Date") and is effective through the end of the Government's fiscal year (09/30/2018) unless otherwise terminated in accordance with 4.3 below. The Agreement includes the provision for four (4) one-year option periods which will only renew for terms of one (1) year each following the exercise of each contract option year by the SAVAHCS Contracting Officer.

1.2. The Parties shall have the right to terminate this Agreement at any time, with or without cause, during the term of this Agreement or any extended term by first providing not less than one hundred-eighty days (180) prior written notice to the other Party.

2. Interoperability.

2.1. SAVAHCS Use of PCWIN Network. Subject to reasonable conditions imposed by the PCWIN Cooperative Board of Directors, SAVAHCS employees or contractors that will be using the PCWIN Network ("Emergency Medical Service Participants") may use the PCWIN Network to support PCWIN Members and SAVAHCS with Emergency Medical Services. The PCWIN Cooperative will develop policies, procedures and guidelines that govern how Emergency Medical Service Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site access, and operate on the PCWIN Network. When using PCWIN, the Emergency Medical Service Participants shall abide by all policies, procedures and guidelines established by the PCWIN Cooperative as a condition for using the PCWIN Network.

2.2. Voting Rights and Representation. Emergency Medical Service Participants shall have no voting rights or representation on the PCWIN Board of Directors, but may appoint one representative to the Operations Working Group.

2.3. Annual Membership Fees and Costs. Emergency Medical Service Participants are required to pay the Annual Membership Fees described in the PCWIN Governance Agreement. Payments are due in the manner specified by the IGA payment terms and conditions.

2.4. Interoperability Defined. As used in this Agreement the word "Interoperability" shall mean: "an essential communication link within Public Safety and Public Service wireless communications systems which permits units from two or more different agencies to interact with one another and to exchange information according to a prescribed method in order to achieve predictable results."

3. Records; Confidentiality. SAVAHCS shall treat any information about the PCWIN's Network ("Network Information") as proprietary and confidential, to the extent required or permitted by federal law. Network Information includes, but is not limited to, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures. If SAVAHCS receives a request for information concerning the PCWIN Network, SAVAHCS shall promptly forward the request to County for consideration and response.

4. **Conflict of Interest.** The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.
5. **Compliance with Applicable Laws.** Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.
6. **Cooperation.** The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement.
7. **Disclaimer of Warranties.** SAVAHCS acknowledges and agrees that neither county nor any other PCWIN cooperative member warrant the reliability or performance of the PCWIN network. County disclaims all warranties whether written, oral, implied or statutory, applicable or relating to the equipment, supplies, maintenance of the equipment, or other items provided under the agreement by county or any other PCWIN cooperative members, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and SAVAHCS acknowledges that no such warranties have been made by county or any other PCWIN cooperative member. SAVAHCS also hereby waives any rights and remedies to make a claim against county, PCWIN or any PCWIN cooperative member including, without limitation, any general, special, incidental or consequential damages, for any reason whatsoever, based on (1) SAVAHCS' use of the PCWIN network, or (2) County's or any other PCWIN cooperative member's operation and maintenance of the PCWIN network. SAVAHCS agrees that the PCWIN network and SAVAHCS' use of the network is provided on an "as-is" "where is" basis with all faults.
8. **Liability** Responsibility for the action or inaction of SAVHCS employees acting within the course and scope of their federal employment is governed by the Federal Tort Claims Act.
9. **Amendment.** This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.
10. **Third Parties.** All PCWIN Cooperative Members are intended third party beneficiaries of this Agreement. Except as otherwise provided by the first sentence of this Section 10. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this Agreement.
11. **Notice.** Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for County:
PCWIN Executive Director
3434 E. 22nd Street
Tucson, AZ 85713

If intended for SAVAHCS:
Thomas H. Robinson
Southern Arizona VA Health Care System (SAVAHCS)
3601 S. 6th Ave.
Tucson, AZ 85723

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other party as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

12. Dispute Resolution. If a complaint, dispute or controversy arises under this Agreement, the Parties agree to negotiate, in good faith, a mutually agreeable solution. In the event the Parties cannot agree on a solution, the Parties agree governs the resolution of disputes by or against SAVAHCS.

13. Waiver. The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

14. Uncontrollable Events. No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

15. Assignment and Binding Effect. SAVAHCS may not assign its rights or obligations under this Agreement without the prior written consent of County which consent may be granted or denied at

County's sole and absolute discretion. Except as otherwise provided in the first sentence of this Section 14, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

16. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties regarding the subject matter herein and supersedes and replaces all related prior negotiations, agreements and proposed agreements, written or oral. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement shall not be amended, modified or supplemented at any time unless in writing.

17. Governing Law. This Agreement shall be governed by and construed in accordance with federal law, and to the extent there is none applicable, the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona and federal employees.

18. Severability. Except for each Party's right to terminate this Agreement pursuant to Section 1.2, if any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law.

19. Headings. Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

20. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Recitals Incorporated. The Parties acknowledge that the Recitals to this Agreement are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this Agreement as if fully set forth therein without difference or distinction.

22. Personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties. No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Except as otherwise provided by Sections 7 and 8 of this Agreement, each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this

Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

23. **E-Verify Laws.** To the extent applicable under A.R.S. § 41-4401 and 23-214, SAVAHCS represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. 23214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by County. Subject to federal law, County retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

24. **Scrutinized Business Operations.** SAVAHCS acknowledges and agrees that it is in compliance with federal law, and ARS 35-391 and ARS 35-391 to the extent it applies to doing business with or having a material interest in a company that does business with Sudan and Iran, respectively. If County determines that SAVAHCS has submitted a false certification or representation, County reserves the right to impose any and all remedies provided by applicable law, in its sole discretion, including immediate termination of this Agreement.

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

PIMA COUNTY



PCWIN Executive Director

6.20.2018

Date

SAVAHCS

Thomas H.
Robinson 1559821
Digitally signed by Thomas H. Robinson 1559821
Date: 2018.06.20 07:44:57 -07'00'

Authorized Officer Signature

Thomas H. Robinson, Branch Chief - Services 1

Printed Name and Title

06-20-2018

Date

APPROVED AS TO FORM



Chris Straub, Deputy County Attorney

D.4 INTERGOVERNMENTAL AGREEMENT FOR PCWIN SUBSCRIBER SERVICES BETWEEN PIMA COUNTY AND SOUTHERN ARIZONA VETERANS ADMINISTRATION HEALTH CARE SYSTEM

<p>PIMA COUNTY WIRELESS INTEGRATED NETWORK</p> <p>PROJECT: SUBSCRIBER SERVICES</p> <p>GRANTEE: SOUTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYSTEM</p> <p>CONTRACT NO.: CTN-WIN- 18*204</p> <p>AVERAGE ANNUAL REVENUE: \$12,823.40</p> <p>TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$64,117.00</p>	
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THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona (“County”) and Southern Arizona Veterans Affairs Health Care System (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, 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, In Section D.3 above, which is fully incorporated into this intergovernmental agreement, Agency has 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 its PCWIN, Wireless Services Division, will provide communication equipment maintenance to Agency at 3434 E. 22nd Street, 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.

2.2 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.

2.3 To the extent permitted by federal law, Agency is 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

3.1 County will bill Agency annually through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in advance of the service provided. Current rates are outlined in Section D.2, above.

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 to Agency.

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 one (1) base period with four (4) one-year option 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 30th. Any changes that result in a reduction in the approved budgeted amount will be effective July 1st 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 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

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 is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

6. Indemnification

To the extent permitted by Law, each party 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.

The parties acknowledge that liability for actions of Agency employees taken within the course and scope of their employment is subject to the provisions of the Federal Tort Claims Act.

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

10.1 Coverages. Subject to section 10.5 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:

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 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.

10.5 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. Should Agency invoke this option, it will notify County in writing. 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 applicable 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. Federal law, and to the extent there is no applicable federal law, the laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. 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 applicable 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 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

Federal law governs the workers' compensation benefits of the Agency's 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:	AGENCY NAME:
Rick Brown	Thomas H. Robinson
PCWIN, Executive Director	SAVAHCS, Branch Chief – Services Branch 1
3434 E. 22nd Street	3601 S. 6 th Ave.
Suite C	Bldg. 45
Tucson, AZ 85713	Tucson, AZ 85723
520-724-9320	520-792-1450 x4670
Rick.Brown@pima.gov	thomas.robinson10@va.gov

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.

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

PIMA COUNTY

**SOUTHERN ARIZONA VETERANS AFFAIRS
HEALTH CARE SYSTEM**

**Thomas H.
Robinson 1559821**

Digitally signed by Thomas
H. Robinson 1559821
Date: 2018.06.20 07:45:55
-07'00'

Chairman, Pima County Board of Supervisors

Authorized Office Signature

Attest

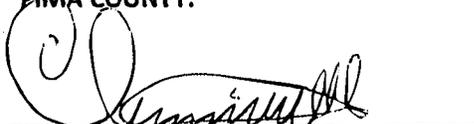
Clerk of the Board

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Agency Name 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:



Deputy County Attorney, Civil Division

CHRISTOPHER STRAUB

6-19-2018

Date

SOUTHERN ARIZONA VA HEALTH CARE SYSTEM (SAVAHCS):

Thomas H. Robinson, Branch Chief - Services 1

Print Name, Title

Thomas H.

Robinson 1559821

Digitally signed by Thomas H.
Robinson 1559821
Date: 2018.06.20 07:46:18 -07'00'

Signature

06-20-2018

Date