



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

Award Contract Grant

Requested Board Meeting Date: November 7, 2017

* = Mandatory, Information must be provided

or Procurement Director Award

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

Arizona Game and Fish Department (AZGF)

***Project Title/Description:**

Subscriber Services Intergovernmental Agreement between Pima County Wireless Integrated Network (PCWIN) and AZGF.

***Purpose:**

The Subscriber Services Intergovernmental Agreement between Pima County and AZGF is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with AZGF's membership in PCWIN unless otherwise terminated by either party in accordance with Section 4.3 of the Agreement.

AZGF wishes to participate in PCWIN as an Interoperability Partner and needs properly programmed radios to do so. PCWIN Wireless Services and City of Tucson General Services are the only two service providers authorized by the PCWIN Board of Directors for radio repair, maintenance and programming. AZGF has chosen PCWIN Wireless Services to provide this service.

AZGF has agreed to pay Pima County for the programming of 50 (fifty) radios owned by AZGF per the costs described in Exhibits A and B. The Agreement is for five (5) years and may be renewed for successive five (5) year periods.

***Procurement Method:**

D 29.4XI.H. "Other Non-Procurement Contracts"

***Program Goals/Predicted Outcomes:**

To ensure AZGF radios are properly programmed for interoperability with PCWIN members.

***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:**

AZGF to make timely payment per agreement.

***Retroactive:**

No

To: CoB. 10-20-17
Ver. - 1
Pgs. - 11

Procure Dept 10/19/17 PM02:14

Contract / Award Information

Document Type: CTN Department Code: WIN Contract Number (i.e.,15-123): 18-068
Effective Date: 11/7/2017 Termination Date: 11/6/2022 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* _____ Revenue Amount: \$ NTE \$5,800

*Funding Source(s) required: Arizona Game and Fish Department

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*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] 10-19-2017

Deputy County Administrator Signature/Date: [Signature] 10-19-17

County Administrator Signature/Date: [Signature] 10-19-17

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY WIRELESS INTEGRATED NETWORK</p> <p>PROJECT: SUBSCRIBER SERVICES</p> <p>GRANTEE: ARIZONA GAME AND FISH DEPARTMENT</p> <p>CONTRACT NO.: CTN-WIN- 18*068</p> <p>ESTIMATED ANNUAL REVENUE: \$ 1,160.00</p> <p>TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$: 5,800.00</p>	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>CTN-WIN-18-068</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td>_____</td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>CTN-WIN-18-068</u>	AMENDMENT NO.	_____	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
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**INTERGOVERNMENTAL AGREEMENT
FOR PCWIN SUBSCRIBER SERVICES BETWEEN
PIMA COUNTY AND ARIZONA GAME AND
FISH DEPARTMENT**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and Arizona Game and Fish Department (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 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 1313 South Mission Road, Building 27S, 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. 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 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 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 will 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 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 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 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.
- 4.4 Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

5. Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

6. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Agency will 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 or any of the directors, officers, agents, or employees or contractors of Agency. This indemnity includes

any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Agency to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all claims. Agency will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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. If applicable, Parties to this Intergovernmental Agreement will provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, (if a school district, § 15-382) within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates must provide for guaranteed thirty (30) days' written notice to all other Parties of cancellation, non-renewal or material change.

11. Compliance with Laws

The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement must be filed and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the term of this agreement apply, but do not require an amendment.

12. Non-Discrimination

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

COUNTY:

Rick Brown
PCWIN, Wireless Services
Manager
1313 S. Mission Road
Building 27S
Tucson, AZ 85713
520-724-7574
Rick.Brown@pima.gov

ARIZONA GAME & FISH:

Elmore (Moe) Storbeck
Arizona Game & Fish Department
Wildlife Communication Program Manager
5000 W. Carefree Highway
Phoenix, AZ 85086

623-236-7200
estorbeck@azgfd.gov

16. Records Retention

In accordance with A.R.S. ARS §41 -151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.

17. 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.

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

PIMA COUNTY

ARIZONA GAME AND FISH DEPARTMENT

Chair, Board of Supervisors


Authorized Officer Signature

Date

Ty Gray, Director AZ Game & Fish Dept
Printed Name and Title


9.18.17
Date

ATTEST

Clerk of Board

Date

RECOMMENDED FOR APPROVAL:

 10-10-2017

Executive Director, Pima County Wireless Integrated Network

10-10-2017
Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Arizona Game and Fish Department has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney, Civil Division **TOBIN ROSEN**

10/11/17

Date

AGENCY NAME: ARIZONA GAME AND FISH DEPARTMENT

John LeSueur, Assistant AG

Print Name, Title



Signature

9/28/17

Date

EXHIBIT A
PCWIN Wireless Services

Monthly Subscriber Maintenance Services

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

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"> • New radio activation • Reprogramming repaired radio • UID changes • Talkgroup changes • Fleetmap modification • Load/remove encryption key • Radio inhibit (lost or stolen). Documentation will need to be provided 	\$40.00 per hour, 1 hour minimum charge
Radio Reactivation/Deactivation fee	\$50 per occurrence, per radio
FedEx Shipping Flat Rate Fee	\$20
Mileage	\$1.16 per mile¹
Annual Preventative Maintenance	\$20 per radio
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"> <u>Portable Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications <u>Mobile Radios</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Pre/post inspection of vehicle ✓ Test coax and antenna ✓ Removal and installation of radio ✓ Test/tune radio to factory specifications <u>Control Station</u> <ul style="list-style-type: none"> ✓ Inspect and clean ✓ Test/tune radio to factory specifications 	

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.

¹ Mileage computed from PCWIN Wireless Services, 1313 S. Mission Road, Tucson, AZ

Exhibit B

Agency Name	Arizona Game & Fish Department
County or COT Maintenance	County
Monthly / T&M / Both	T&M

	Totals
# of Mobiles	25
# of Portables	25
# of Control Stations	0
# of DVRs	0
Totals	50

T&M		
Fleetmap Development	1	\$ 40.00
Mobiles	25	\$ 500.00
Portables	25	\$ 500.00
ASK Dongle	1	\$ 80.00
ASK Dongle Programming Fee	1	\$ 40.00
Totals		\$ 1,160.00

Grand Total		\$ 1,160.00
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