



Contract Number: CTN-IT-15-063  
Effective Date: 1-6-15  
Term Date: 1-5-16  
Cost: \$900. -  
Revenue:   
Total:  NTE:   
Renewal By: 10-1-15  
Term: 1-5-16  
Reviewed by: DL

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: January 6, 2015

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This Intergovernmental Agreement between Pima County and National Park Service regarding Subscriber Services outlines the obligations of the parties relevant to the scope of this Agreement, including costs. National Park Service is a participant in the Pima County Wireless Integrated Network (PCWIN), and already owns radios that are compatible for this purpose. Pima County ITD Wireless Division and City of Tucson General Services Division are the only two service providers authorized by the PCWIN Board of Directors for subscriber repair and maintenance. National Park Service has chosen Pima County ITD Wireless Division to provide this service. Therefore, since Pima County ITD Wireless Services Division has sufficient facilities, resources, and expertise to maintain and service PCWIN communication equipment, National Park Service has agreed to pay Pima County for use and repair of the equipment as specified in Exhibits A-B. This IGA is for a one-year term, with option to renew upon mutual consent of the parties.

CONTRACT NUMBER (If applicable): CTN-IT-1500000000000000063

### **STAFF RECOMMENDATION(S):**

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

CORPORATE HEADQUARTERS: Washington, D.C.

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To: CoB - 12-24-14  
Agenda 1-6-15  
(2)

**CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_**

**ITEM NO. \_\_\_\_\_**

**PIMA COUNTY COST: \_\_\_\_\_ and/or REVENUE TO PIMA COUNTY:\$ 900.00**

**FUNDING SOURCE(S): National Park Service (i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)**

**Advertised Public Hearing:**

		<b>YES</b>	<b>X</b>	<b>NO</b>
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**Board of Supervisors District:**

1		2		3		4		5		<b>All</b>	<b>X</b>
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**IMPACT:**

**IF APPROVED:**

National Park Service will have properly maintained equipment for participation in the PCWIN network, and Pima County ITD Wireless Services Division will repair/maintain such equipment. During the initial one-year term, Pima County will receive \$900.00 in exchange for equipment and services described herein.

**IF DENIED:**

Pima County ITD Wireless Services Division will not repair/maintain equipment issued to National Park Service and will not receive \$900.00 for same. In addition, National Park Service will be required to contract with the City of Tucson General Services Division, the only other authorized provider for these services, which is not National Park Service's preference.

**DEPARTMENT NAME: Information Technology**

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

**CONTRACT****NO. CIN-IT-15000000000000063****AMENDMENT NO. \_\_\_\_\_**

This number must appear on all invoices, correspondence and documents pertaining to this

**INTERGOVERNMENTAL AGREEMENT  
FOR PIMA COUNTY ITD SUBSCRIBER SERVICES  
BETWEEN PIMA COUNTY AND NATIONAL PARK SERVICE**

**THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and National Park Service (hereinafter referred to as "Agency") pursuant to A.R.S. §11-952 et seq. and 16 U.S.C. § 1g and Public Law 95-224 ("Federal Grant and Cooperative Agreement Act of 1977").**

**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 16 U.S.C. § 1g and Public Law 95-224 ("Federal Grant and Cooperative Agreement Act of 1977"); and

**WHEREAS** County is implementing a regional public safety communications network known as the Pima County Wireless Integrated Network ("PCWIN"); and

**WHEREAS** Agency agreed to participate in the PCWIN program to further law enforcement purposes at Saguaro National Park and Organ Pipe Cactus National Monument (hereinafter, "NPS parks"); and

**WHEREAS** Agency desires to use PCWIN communication equipment and services and does not have the ability to maintain same; and

**WHEREAS** County has facilities and resources to maintain and service PCWIN communication equipment; and

**WHEREAS** County is willing to provide communication service and equipment maintenance to 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 to serve the public purpose of law enforcement at the NPS parks.

**2. Scope**

A. County, through its Information Technology Department, Wireless Services

Division, shall provide communication equipment maintenance to Agency at 1313 South Mission Road, Tucson, Arizona, 85713. County shall only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Agency, and all affected equipment shall be clearly marked or identified as such.

- B. County guarantees communication equipment maintenance work for 90 days and will pass on to Agency any parts warranty provided by the manufacturer. If County communication equipment maintenance work or replacement parts fail in normal service within that period, the County shall make additional repairs at no additional charge to Agency. County provides no other express warranty on communication equipment maintenance work. Any implied warranty of merchantability or fitness is limited to the 90 day duration of this warranty.
- C. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2006), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

### **3. Payment**

- A. County shall bill Agency monthly through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in arrears of the service provided. Current rates are outlined in the attached Exhibit A. Exhibit B requires each participating Public Agency to opt for either monthly or time and materials billing; provided, however, that Agency may opt for **both** monthly and time and materials payment. Agency shall pay County within thirty (30) days of receipt of County's bill. Notwithstanding the former, County shall bill Agency only for those months that County provides time and materials to Agency. If County provides no time and materials to Agency during a month, County will not bill Agency for that month
- B. If, after ten (10) days additional written notice to Agency it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice to Agency.
- C. Upon renewal of this IGA and the written consent of the NPS, County reserves the right to increase the rates set forth in Exhibit A or Time and Materials charges as applicable to Agency, if County's actual costs increase.

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

- A. County and Agency shall within their lawful methods of financing provide for

payment of the costs and expenses of their obligations arising each year under this Agreement from current annual budgeted funds for that year.

- B. The term of the Agreement shall be for a one year period upon endorsement by the Pima County Board of Supervisors and is renewable upon mutual agreement of both parties in writing, unless terminated pursuant to Section 4 (D.) below. Any modification of this Agreement shall be by formal written amendment and executed by the parties hereto.
- C. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or Agency's governing body do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to the terminating Agency, and Agency's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement
- D. Either party may terminate this Agreement only by issuing a written notice of its intention not to renew this Agreement at least 90 days prior to the end of the then existing Term.

## **5. Severability**

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

## **6. Indemnification**

To the extent permitted by applicable law, all obligations of the parties to this Agreement are several and not joint; each party will be responsible for its own acts and the results thereof, and in no event shall a party have any liability or obligation with respect to the acts or omissions of any other party to this Agreement. The NPS is liable for its own acts or omissions to the extent authorized by applicable federal law, including the Tucker Act and the Federal Tort Claims Act.

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

Agency shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **8. Cancellation For Conflict Of Interest**

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

## **9. No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of Agency's employees, or between Agency and any County employees. None of the parties shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including (without limitation) Agency's and County's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **10. Insurance.**

As an agency of the United States Department of the Interior, the NPS is self-insured. The NPS's commitment to pay any lawful obligation incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

## **11. Compliance With Laws**

The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona and the United States shall govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

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

## **12. Non-Discrimination**

Agency agrees to comply with all provisions and requirements of Federal law and Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this agreement as if set forth in full herein. During the performance of this agreement, Agency shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

### **13. No Third Party Beneficiaries**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or 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 shall comply with Federal law and the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, Agency shall be considered the primary employer of all personnel currently or hereafter employed by those parties, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

### **15. Notice**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

#### **COUNTY:**

Pima County IT Department  
Attn: Contract Administrator  
150 West Congress, 6<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-8113  
[contract.administrator@pima.gov](mailto:contract.administrator@pima.gov)

#### **AGENCY:**

Saguaro National Park  
National Park Service  
Attn: Superintendent  
3693 S. Old Spanish Trail  
Tucson, AZ 85730

Organ Pipe Cactus National Monument  
National Park Service  
Attn: Superintendent  
10 Organ Pipe Drive  
Ajo, Arizona 85321

## **16. Entire Agreement**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

## **17. NPS Key Technical Advisor**

The NPS identifies the following individual as the primary key technical advisor:

Michael Claiborne, National Park Service  
255 N. Commerce Loop  
Tucson, AZ 85745  
520-791-6475  
Michael Claiborne@nps.gov

## **18. Anti-Deficiency Act - 31 U.S.C. §1341 –**

Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**PIMA COUNTY**

Chair, Board of Supervisors

\_\_\_\_\_  
Date

**NATIONAL PARK SERVICE**

Darla Sidles  
Darla Sidles, Superintendent  
Saguaro National Park

11/26/14  
Date

Brent Range  
Brent Range, Superintendent  
Organ Pipe Cactus National Monument

11/21/14  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

J.B.  
\_\_\_\_\_  
Pima County Chief Information Officer

12/9/14  
Date

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

### PIMA COUNTY:

 **TOBIN ROSEN**

Deputy County Attorney, Civil Division

12/5/14  
Date

### AGENCY NAME: NATIONAL PARK SERVICE

PAUL AUSTIN, CHIEF PARKER SAGUARO NAT'L PARK

Print Name, Title

Signature

11/26/14  
Date

## **EXHIBIT A**

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

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

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

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

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

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

- A. T&M Services Provided (\$40/hour, 1 hour minimum charge):
  - i. Programming
  - ii. New Radio Activation
  - iii. Radio Deactivation
  - iv. Encryption/no Encryption
  - v. Basic Troubleshooting
  - vi. Radio Kill (lost or stolen)
  - vii. For other costs associated with T&M Services not included in the hourly charge which are charged directly to the Agency:
    - a. Minimum of \$20 shipping or actual shipping costs where over \$20, for Motorola Radio repairs, where applicable
    - b. Actual Motorola radio repair costs and applicable taxes
    - c. Spare parts and materials used in basic repairs
    - d. Any T&M Services(including Annual Preventative Maintenance) provided at the Agency Location are charged a mileage expense (Trip Charge) of:
      - i. \$ 1.16 per mile roundtrip
- B. Other Costs That Will Be Directly Charged To An Agency:
  - i. Radio Reactivation fee of \$50 / per occurrence
  - ii. Each T&M Agency must pay for an Annual Mandatory Preventative Maintenance checkup to tune their radios @ \$20/Radio (Agency pays for cost of parts, if applicable).
- C. Agencies on T&M Must Maintain An Inventory of Spare Radios

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

## **EXHIBIT B**

<b>Agency Name.</b>	<b>National Park Service - NPS</b>
<b>County or COT Maintenance</b>	<b>County</b>
<b>Monthly / T&amp;M / Both</b>	<b>T&amp;M</b>

	<b>Totals</b>
<b># of Mobiles</b>	<b>20</b>
<b># of Portables</b>	<b>25</b>
<b># of Control Stations</b>	<b>0</b>
<b># of DVRSs</b>	
<b>Totals</b>	<b>45</b>

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

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
<b>Mobiles</b>	<b>20</b>	<b>\$</b>
<b>Portables</b>	<b>25</b>	<b>\$</b>
<b>Control Stations</b>	<b>0</b>	<b>\$</b>
<b>DVRs</b>	<b>0</b>	<b>\$</b>
<b>Totals</b>	<b>45</b>	<b>\$</b>

<b>Grand Total</b>	<b>45</b>	<b>\$</b>	<b>900.00</b>
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