



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 1, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Green Valley Fire District

***Project Title/Description:**

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

***Purpose:**

The Subscriber Services Agreement between Pima County and Green Valley Fire District regarding subscriber services is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with Green Valley Fire District's membership in PCWIN unless otherwise terminated by either party in accordance with Section 4.3 of the Agreement.

PCWIN Subscriber Services and City of Tucson General Services Division are the only two service providers authorized by the PCWIN Board of Directors for subscriber repair and maintenance. Green Valley Fire District has chosen PCWIN Subscriber Services to provide this service. Therefore, since PCWIN Subscriber Services has sufficient facilities, resources, and expertise to maintain and service PCWIN communication equipment, Green Valley Fire District has agreed to pay Pima County for time and materials as specified in Exhibit B.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To ensure PCWIN equipment is sufficiently maintained and remains fully functional.

***Public Benefit:**

To support efforts of PCWIN, a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County.

***Metrics Available to Measure Performance:**

Green Valley Fire District to maintain equipment and make timely payments per terms of the Agreement.

***Retroactive:**

No

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AGS

TO: COB 7-19-17 (L)
Vers.: 1
pgs.: 10

Contract / Award Information

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 18-004
Effective Date: 8/1/2017 Termination Date: 7/31/2022 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* NA Revenue Amount: \$ \$20,298.60

*Funding Source(s) required: Green Valley Fire District

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: Rick Brown

Department: PCWIN Telephone: 724-7574

Department Director Signature/Date:  7-17-17

Deputy County Administrator Signature/Date:  7-17-17

County Administrator Signature/Date:  7-20-2017

(Required for Board Agenda/Addendum Items)

PIMA COUNTY WIRELESS INTEGRATED NETWORK

PROJECT: SUBSCRIBER SERVICES

GRANTEE: GREEN VALLEY FIRE DISTRICT

CONTRACT NO.: CTN-WIN-18-004

ESTIMATED ANNUAL REVENUE: \$ 4,059.72
TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$ 20,298.60

CONTRACT

NO. CTN-WIN-18-004

AMENDMENT NO. _____

This number must appear on all
Invoices, correspondence and
documents pertaining to this
contract.

**PCWIN SUBSCRIBER SERVICES AGREEMENT
BETWEEN PIMA COUNTY AND GREEN VALLEY FIRE DISTRICT**

THIS SUBSCRIBER SERVICES AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("*County*") and Green Valley Fire District (hereafter referred to as "*Agency*") and;

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

WHEREAS Agency agreed to participate in the PCWIN communications network; and

WHEREAS Agency desires to use radio subscribers on PCWIN and does not have the ability to maintain same; and

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

WHEREAS County is willing to provide communication service and equipment maintenance to Agency.

NOW, THEREFORE County and Agency agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the responsibilities of the parties and provide communication service and equipment maintenance to Agency.

2. Scope

- 2.1. County, through the PCWIN, Wireless Services Division, shall provide communication equipment maintenance to Agency at 1313 South Mission Road, Bldg. 27S, Tucson, Arizona, 85713. County shall only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Agency, and all affected equipment shall be clearly marked or identified as such.
- 2.2. County guarantees communication equipment maintenance work for 90 days and will pass on to Agency any parts warranty provided by the manufacturer. If County communication equipment maintenance work or replacement parts fail in normal service within that period, the County shall make additional repairs at no additional charge to Agency. County provides no other express warranty on communication equipment maintenance work. Any implied warranty of merchantability or fitness is limited to the 90 day duration of this warranty.
- 2.3. Agency shall be liable for all damages to the County facility caused by Agency in the course of maintaining the Agency communication equipment, except for damages that result from the sole negligence of County.

3. Payment

- 3.1. County shall bill Agency monthly through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in arrears of the service provided. Current rates are outlined in the attached Exhibit A. Exhibit B requires Agency to opt for either monthly or time and materials billing; provided, however, that Agency may opt for **both** monthly and time and materials payment. Agency shall pay County within thirty (30) days of receipt of County's bill.
- 3.2. If, after ten (10) days additional written notice to Agency it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice.
- 3.3. County reserves the right to increase the rates set forth in Exhibit A as applicable to Agency, if County's actual costs for labor or materials increase. County will provide sixty (60) days' written notice of any increase in rates or charges to Agency.

4. Term and Termination

- 4.1. County and Agency will within their lawful methods of financing provide for payment of the costs and expenses of their obligations arising each year under this Agreement from current annual budgeted funds for that year.

The initial term of this Agreement begins upon the signing of this Agreement by both Parties (the "Effective Date") and is effective for five (5) years unless otherwise terminated in accordance with 4.3 below. This agreement may be renewed for additional (5) five-year terms as long as Agency maintains its membership in PCWIN.

Notwithstanding the foregoing, this Agreement automatically terminates upon dissolution of the PCWIN Cooperative.

Agency may select a new maintenance option, Monthly Maintenance or Time and Material, by written notice to County annually by March 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 either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, said party shall have no further obligation to the other party, and said party's only obligation to the other party 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 ninety (180) days prior to the anniversary of the Effective Date.

5. Severability

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

6. Indemnification

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

In addition, Agency shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless Pima County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor

from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Notwithstanding the forgoing, nothing herein shall be construed to modify the gross negligence standard or immunity provision of A.R.S. § 48-818.

7. Americans With Disabilities Act

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

8. Cancellation For Conflict Of Interest

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

9. No Joint Venture

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

10. Insurance.

10.1. Coverages. Agency shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 10.1.1 Commercial General Liability. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to include County as an additional insured with coverage at least as broad as ISO form CG 20 10.
- 10.1.2 Commercial General Automobile Liability. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).
- 10.1.3 Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.
- 10.1.4 Property. Property insurance covering the Party's real and personal property.

- 10.2. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.
- 10.3. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.
- 10.4. Certificates of Insurance. The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Subscriber Services Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Subscriber Services Agreement of cancellation, non-renewal or material change.

11. Compliance With Laws

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

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

12. Non-Discrimination

Agency warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Agency shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

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

Each Party herein shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

15. Notice

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

COUNTY:
Rick Brown
PCWIN, Wireless Services
Manager
1313 S. Mission Rd., Bldg. 27S
Tucson, AZ 85713
520-724-7574
Rick.Brown@pima.gov

GREEN VALLEY FIRE DISTRICT:
Chuck Wunder MSL, EFO, CFO
Green Valley Fire District
Fire Chief
1285 W. Camino Encanto
Green Valley, AZ 85622
520-625-9400
cwunder@gvfire.org

16. Entire Agreement

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

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

GREEN VALLEY FIRE DISTRICT


Authorized Officer Signature

Charles J. Hunter Jr. Fire Chief
Printed Name and Title

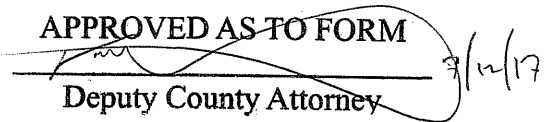
6/30/17
Date

ATTEST

Clerk of Board

Date

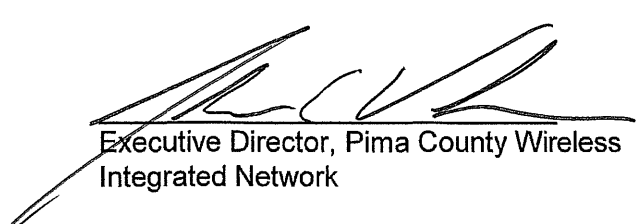
APPROVED AS TO FORM


Deputy County Attorney

TOBIN ROSEN

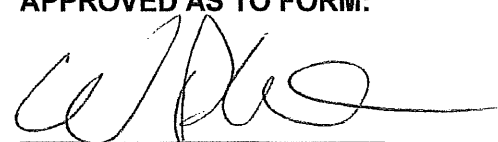
7/12/17

APPROVED AS TO CONTENT:


Executive Director, Pima County Wireless Integrated Network

7-12-17
Date

APPROVED AS TO FORM:


District Attorney

6-30-2017
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 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 	\$20 per radio

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	Green Valley Fire Dist.
County or COT Maintenance	County
Monthly / T&M / Both	T&M

	Totals
# of Mobiles	33
# of Portables	67
# of Control Stations	7
# of DVRs	1
Totals	108

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

T&M		\$20 Base Annual Fee
Mobiles	33	\$ 660.00
Portables	67	\$ 1,340.00
Control Stations	7	\$ 140.00
DVRs	1	\$ 20.00
Totals	108	\$ 2,160.00

T&M Estimated Annual Service Cost* \$ **1,899.72**

Grand Total	108	\$ 4,059.72
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*10% of total radios needing 1 hour repair and an average of battery, belt clip and antenna replacement (\$135.90 for parts and \$40 for one hour of labor = \$175.90).