



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 6, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Rural Metro Corporation

Project Title/Description:

Subscriber Agreement for Pima County Wireless Integrated Network (PCWIN) Subscriber Services

Purpose:

The Subscriber Services Agreement between Pima County and Rural Metro Corporation regarding subscriber services is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with Rural Metro Corporation's membership in PCWIN unless otherwise terminated by either party in accordance with Section 4C 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. Rural Metro Corporation 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, Rural Metro Corporation 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:

Rural Metro Corporation to maintain equipment and make timely payments per terms of the Agreement.

Retroactive:

N/A

To: CoB. 5-23-17 (1)
Ver. - 1
Pjs. - 10

Procure Dept 05/23/17 PM08:41

Original Information

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 17*166

Effective Date: 6/6/2017 Termination Date: 6/05/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ 97,615.90

Funding Source(s): Rural Metro Corporation

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rick Brown

Department: PCWIN

Telephone: 724-7574

Department Director Signature/Date: [Signature] 18 May 17

Deputy County Administrator Signature/Date: [Signature] 5-18-17

County Administrator Signature/Date: [Signature] 5-19-17
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY WIRELESS INTEGRATED NETWORK</p> <p>PROJECT: SUBSCRIBER SERVICES</p> <p>GRANTEE: RURAL METRO CORPORATION</p> <p>CONTRACT NO.: CTN-WIN- 17*166</p> <p>REVENUE AMOUNT: \$ 97,615.90</p>	<p>CONTRACT</p> <p>NO. <u>CTN-WIN-17-166</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>
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**PCWIN SUBSCRIBER SERVICES AGREEMENT
BETWEEN PIMA COUNTY AND RURAL METRO CORPPRATION**

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 Rural Metro Corporation (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 program; and

WHEREAS Agency desires to use PCWIN communication equipment 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.

2. Scope:

- A. 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.

- 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. 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

- 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 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.
- 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.
- C. 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 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

- A. 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 runs concurrently with Agency's membership in PCWIN unless otherwise terminated in accordance with paragraph C below. 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. If Agency desires no changes, the existing maintenance will remain in effect.

- B. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to Agency, and Agency's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement.
- C. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least ninety (90) days prior to the anniversary of the Effective Date.

5. Severability

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

6. Indemnification

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

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

contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

7. Americans With Disabilities Act

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

8. Cancellation For Conflict Of Interest

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

9. No Joint Venture

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

10. Insurance.

A. Coverages. Subject to section 10. E. below, Agency shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 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.*
- 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).*
- 3) *Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.*

4) *Property. Property insurance covering the Party's real and personal property.*

- B. 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.
- C. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.
- D. Certificates of Insurance. The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Subscriber Services Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Subscriber Services Agreement of cancellation, non-renewal or material change.

11. Compliance With Laws

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

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

12. Non-Discrimination

Agency agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this agreement as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this agreement, Agency will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. No Third Party Beneficiaries

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either

party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

14. Workers' Compensation

Agency will comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, Agency is considered the primary employer of all personnel currently or hereafter employed by Agency, irrespective of the operations of protocol in place, and Agency has the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of its employees.

15. Notice

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

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

RURAL METRO CORPORATION:
Mark Andrews
Captain of Logistics for AMR & RMFD
3759 N. Commerce Drive
Tucson, AZ 85705
520-591-0327
mark.andrews@rmetro.com

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.

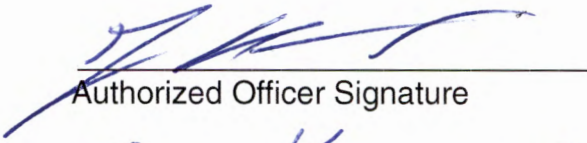
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IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

RURAL METRO CORPORATION

Chair, Board of Supervisors


Authorized Officer Signature

Date

GLENN KASPRZYK R-COO-AZ
Printed Name and Title

3/9/17
Date

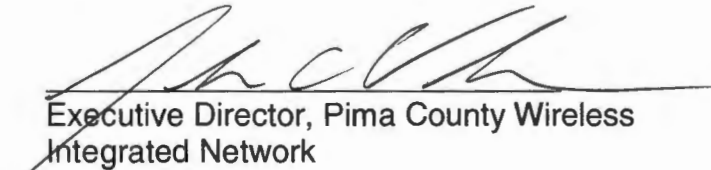
ATTEST

Clerk of Board

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:


Executive Director, Pima County Wireless Integrated Network


Deputy County Attorney
TOBIN ROSE

3-21-17
Date

3/17/17
Date

EXHIBIT A

Pima County Wireless Services Monthly Subscriber Services

- A) Monthly fee of \$8 per Radio
- B) Subscriber Services Provided:
 - I. Programming
 - II. New radio activation
 - III. Load/removal of encryption keys
 - IV. Basic troubleshooting
 - V. Loaner radio during radio repairs
 - VI. Radio Inhibit (Lost/Stolen) Note: Documentation will need to be provided
 - VII. Radio Activation/Deactivation fee of \$50 per occurrence
 - VIII. Preventative maintenance services at agency premises or in maintenance provider shop to inspect/tune radios and replace various parts.
 - IX. The following parts/accessories will be replaced at no charge;
 - i. Antennas
 - ii. Belt Clips
 - iii. Batteries
 - iv. Knobs
 - v. Dust Covers
 - vi. Single Unit Desk Charges

Notes

- 1) Any damage that occurs due to physical, chemical, or liquid are NOT covered.
- 2) Covered replacement parts are a 1 for 1 swap. Damaged/malfunctioning parts must be turned in to be replaced. For lost or stolen parts, a department memo must be submitted for replacement.
- 3) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the agency upon approval.
- 4) Labor and parts are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.

Pima County Wireless Time & Material Services

- A) T & M Services provided (\$40/hr, 1 hour minimum charge)
 - I. New Radio Activation
 - II. Reprogramming repaired radio
 - III. Codeplug modification
 - IV. UID changes
 - V. Talkgroup changes
 - VI. Fleetmap modification
 - VII. Load/remove encryption key
 - VIII. Radio inhibit (lost or stolen). Documentation will need to be provided.
- B) Radio reactivation/deactivation fee of \$50 per occurrence
- C) Agencies on T&M must maintain an inventory of spare radios.
- D) Any T&M services (including annual preventative maintenance) provided at the AGENCY LOCATION will be charged a mileage expense of:
 - I. \$1.16 per mile roundtrip from PC Wireless Services Shop.
- E) Each T&M agency must pay for an annual MANDATORY preventative maintenance checkup to inspect/tune radios (agency pays for cost of parts, if applicable.)
 - I. \$20 – Portable Radios
 - II. \$20 – Mobile Radios (includes: pre/post inspection of vehicle, test coax and antenna, removal and installation of radio for PM.)
 - III. \$20 – Control Station (includes: onsite PM at installed location or nearby location, Test Coax and Antenna, removal and installation of radio for PM.)

Notes

- 1) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the agency upon approval.
- 2) Spare parts and materials used in repairs
- 3) Labor to replace any items installed in the vehicle are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.

EXHIBIT B

Agency Name	Rural Metro
County or COT Maintenance	County
Monthly / T&M / Both	Both

	Rural Metro	Sabino Vista FD	TCCE FD	Tanque Verde FD	Totals
# of Mobiles	82	2	2	2	88
# of Portables	102	3	3	3	111
# of Control Stations	4	0	0	0	4
# of DVRs	0	0	0	0	0
Totals	188	5	5	5	203

Monthly	\$8 Monthly Fee (\$96 Annual)				
Mobiles	0	0	0	0	\$ -
Portables	99	3	3	3	\$ 10,368.00
Control Stations	0	0	0	0	\$ -
DVRs	0	0	0	0	\$ -
Totals	99	3	3	3	\$ 10,368.00

T&M					\$20 Base Annual Fee
Mobiles	82	2	2	2	\$ 8,448.00
Portables	3	0	0	0	\$ 288.00
Control Stations	4	0	0	0	\$ 384.00
DVRs	0	0	0	0	\$ -
Totals	89	2	2	2	\$ 9,120.00

T&M Estimated Annual Service Cost* \$ 35.18

Grand Total	188	5	5	5	\$ 19,523.18
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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).

Please note: Balance on page 1 references total estimated revenue for length of 5-year agreement.