



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: January 3, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

Project Title/Description:

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

Purpose:

The Intergovernmental Agreement between Pima County and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) regarding Subscriber Services is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with the ATF membership in PCWIN unless otherwise terminated by either party in accordance with Section 4C of the IGA. The IGA was made and entered into by the parties pursuant to A.R.S. §§11-951 through 11-954, and 41-2631 through 41-2634.

ATF provided their own mobile and portable radio equipment which have been programmed for use on the PCWIN network. 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. ATF 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, ATF 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:

ATF to maintain equipment and make timely payments per terms of the Agreement.

Retroactive:

N/A

TO: COB 12-B-2016 (2)
VERS.: 1
PGS.: 12

DEC 13 16:02:20 PC CLK OF BD

(M)

Original Information

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 17*114
Effective Date: 1/3/2017 Termination Date: 01/02/2022 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ ~~2080.00~~ 10,400.00
Funding Source(s): Bureau of Alcohol, Tobacco, Firearms and Explosives

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] 12-6-16

Deputy County Administrator Signature/Date: [Signature] 12-7-2016

County Administrator Signature/Date: C. Dunkelberg 12/7/16
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY WIRELESS INTEGRATED NETWORK</p> <p>PROJECT: SUBSCRIBER SERVICES</p> <p>GRANTEE: BUREAU OF ALCOHOL TOBACCO FIREARMS AND EXPLOSIVES</p> <p>CONTRACT NO.: CTN-WIN- 17*114</p> <p>REVENUE AMOUNT: \$10,400.00</p>	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>CTN-WIN-17-114</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-17-114</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
BUREAU OF ALCOHOL TOBACCO FIREARMS
AND EXPLOSIVES**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and Bureau of Alcohol Tobacco Firearms and Explosives (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 program; 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.

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 its Pima County Wireless Integrated Network, Wireless Services Division, will provide communication equipment maintenance to Agency at 1313 South Mission Road, 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.
- B. 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.

3. Payment

A. 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 the attached Exhibit A. Exhibits B and C require 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 will 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 to Agency.

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

6. Indemnification

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their Federal employment, to the extent permitted by the Federal Tort Claim Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2673-2680 (unless the claim

arises from a violation of the Constitution of the United States, or a violations of a statute of the United States under which recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability from any negligent or willful acts of any agent or officer undertaken outside the terms of this Agreement will be the sole responsibility of the respective agent or officer and the agency involved.

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.

As a Federal agency, ATF is self-insured. ATF cannot obtain or provide commercial general liability, commercial general automobile liability, workers' compensation liability coverage or property insurance covering the Parties' real and personal property. See Paragraph 6 above relative to liability under the Federal Tort Claims Act.

11. Compliance with Laws

The parties will comply with all applicable Federal laws, rules, regulations, standards and Executive Orders, without limitation. To the extent permitted by Federal law, ATF agrees to comply with state and local laws, rules, regulations, standards and Executive Orders. 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. To the extent permitted by Federal law, the laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any changes in the governing laws, rules, regulations during an agreement shall apply, but do not require an amendment/revision.

12. Non-Discrimination

To the extent permitted by Federal law, 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

To the extent permitted by Federal law, 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

Tucson, AZ 85713

520-724-7574

Rick.Brown@pima.gov

AGENCY

Bureau of Alcohol, Tobacco, Firearms
and Explosives

Attn: Huel Benton

201 E. Washington Street

Suite 940

Phoenix, AZ 85004

602-206-0147

huel.benton@atf.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.

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

**BUREAU OF ALCOHOL TOBACCO
FIREARMS & EXPLOSIVES**



Authorized Officer Signature

Thomas G. Atteberry, SAC

Printed Name and Title

11-21-16

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO CONTENT:



Executive Director, Pima County Wireless Integrated Network


12-7-16

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Bureau of Alcohol Tobacco Firearms & Explosives 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:




TOBIN ROSEN
Deputy County Attorney, Civil Division

12/6/16

Date

AGENCY NAME: BUREAU OF ALCOHOL TOBACCO FIREARMS & EXPLOSIVES

Thomas G. Atteberry, SAC

Print Name, Title


Signature

11-21-16

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) ATF will perform the annual MANDATORY preventative maintenance checkup/repair to inspect/tune radios. A copy of preventative maintenance will be provided. If agency is unable to perform the annual service they will have Pima County perform the 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	Bureau of Alcohol Tobacco Firearms and Explosives
County or COT Maintenance	County
Monthly / T&M / Both	T&M

	Totals
# of Mobiles	45
# of Portables	55
# of Dual Band Consolettes	4
# of DVRs	0
Totals	104

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

T&M		\$20 Base Annual Fee
Mobiles	45	\$ 900.00
Portables	55	\$ 1,100.00
Dual Band Consolettes	4	\$ 80.00
DVRs	0	\$ -
Totals	104	\$ 2,080.00

Grand Total	104	\$ 2,080.00
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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).

EXHIBIT C



PCWIN Maintenance Provider Survey

November 15, 2016

Welcome New PCWIN Subscriber!

Completion of this survey will assist both maintenance providers with projecting the quantity and type of spare parts to stock and with personnel staffing needs.

Agency selections will be valid from the date Intergovernmental Agreement is executed until June 30, of the following fiscal year.

Please provide your agencies' contact for radio maintenance policies and procedures.

Agency Name to be inserted to Agreement:	Bureau of Alcohol, Tobacco, Firearms and Explosives
Primary Contact:	Huel Benton
Phone Number:	602-206-0147
Email Address:	huel.benton@atf.gov
Secondary Contact:	David Copus
Phone Number:	202-648-9150
Email Address:	david.copus@atf.gov

Please select one of the following Subscriber Service Providers;

<input type="checkbox"/>	City of Tucson
Service	Time and Material Only

<input checked="" type="checkbox"/>	Pima County Wireless Services	# of Portables	# of Mobiles	# of Control Stations
Service (Select all that apply)	<input checked="" type="checkbox"/> Time and Material	55	45	4
	<input type="checkbox"/> Monthly	0	0	0

Huel Benton

A handwritten signature in black ink that reads "Huel Benton".

11/03/2016

Name (printed)

Signature

Date

Revised September 23, 2015