



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

**Requested Board Meeting Date:** April 18, 2017

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** Union Pacific Railroad Police Department

**Project Title/Description:**

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

**Purpose:**

The Subscriber Services Agreement between Pima County and Union Pacific Railroad Police Department regarding subscriber services is effective upon endorsement by the Pima County Board of Supervisors and will run concurrently with Union Pacific Railroad Police Department'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. Union Pacific Railroad Police Department 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, Union Pacific Railroad Police Department 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:**

Union Pacific Railroad Police Department to maintain equipment and make timely payments per terms of the Agreement.

**Retroactive:**

N/A

To: COB- 3-29-17 (2)  
Ver. - 1  
pgs. - 12

Procure Dept 03/22/17 PM 11:42

**Original Information**

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 17\*142  
Effective Date: 4/18/2017 Termination Date: 4/17/2022 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 1200.00  
Funding Source(s): Union Pacific Railroad Police Department

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] 3-20-17

Deputy County Administrator Signature/Date: [Signature] 3-21-17

County Administrator Signature/Date: [Signature] 3/22/17  
(Required for Board Agenda/Addendum Items)

<p><b>PIMA COUNTY WIRELESS INTEGRATED NETWORK</b></p> <p><b>PROJECT: SUBSCRIBER SERVICES</b></p> <p><b>GRANTEE: UNION PACIFIC RAILROAD POLICE DEPARTMENT</b></p> <p><b>CONTRACT NO.: CTN-WIN-</b></p> <p><b>REVENUE AMOUNT: \$ 1200.00</b></p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>CTN-WIN-17-142</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td>_____</td> </tr> <tr> <td colspan="2"> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> </td> </tr> </table>	<b>CONTRACT</b>		<b>NO.</b>	<u>CTN-WIN-17-142</u>	<b>AMENDMENT NO.</b>	_____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>	
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<b>NO.</b>	<u>CTN-WIN-17-142</u>								
<b>AMENDMENT NO.</b>	_____								
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>									

**PCWIN SUBSCRIBER SERVICES AGREEMENT  
BETWEEN PIMA COUNTY AND UNION PACIFIC RAILROAD  
POLICE DEPARTMENT**

**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 Union Pacific Railroad Police Department (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. Exhibits B and C require 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 30<sup>th</sup>. 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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](mailto:Rick.Brown@pima.gov)

UNION PACIFIC RAILROAD PD:  
Union Pacific Railroad  
Police Department  
Attn: James Parker  
1255 S. Campbell Ave.  
Tucson, AZ 85713  
520-629-2320  
[jdarker@up.com](mailto:jdarker@up.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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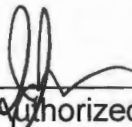
IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**UNION PACIFIC RAILROAD POLICE  
DEPARTMENT**

  
\_\_\_\_\_  
Authorized Officer Signature

J JARVIS, AGENT  
\_\_\_\_\_  
Printed Name and Title


12/7/16  
\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Executive Director, Pima County Wireless  
Integrated Network

3-21-17  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Attorney  
**TOBIN ROSEN**

2/23/17  
\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Pima County Wireless Services Monthly Subscriber Services**

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- 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**

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- 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**

<b>Agency Name</b>	Union Pacific Railroad
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	T&M

	<b>Totals</b>
# of Mobiles	2
# of Portables	10
# of Control Stations	0
# of DVRs	
<b>Totals</b>	<b>12</b>

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

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
Mobiles	2	\$ 40.00
Portables	10	\$ 200.00
Control Stations	0	\$ -
DVRs	0	\$ -
<b>Totals</b>	<b>12</b>	<b>\$ 240.00</b>

<b>Grand Total</b>	<b>12</b>	<b>\$ 240.00</b>
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**Please note:** Balance on page 1 references total estimated revenue for length of 5 year agreement.

## EXHIBIT C



### PCWIN Maintenance Provider Annual Survey

March 22, 2017

To All PCWIN Subscribers:

Please review the following information and provide any changes that may apply for your agency.

Agency selections will be valid from July 1 until June 30.

☒ No Changes need to be made.

☐ Changes are as follows;

Agency Name:	Union Pacific Police Department
Primary Contact:	Jack Jarvis
Phone Number:	520-237-4672
Email Address:	jjarvis@up.com
Secondary Contact:	James Parker
Phone Number:	520-629-2320
Email Address:	jdparker@up.com

☒ No Changes need to be made.

☐ Changes are as follows;

Pima County Wireless Services	Portables		Mobiles		Control Stations	
	Current	Req. Change	Current	Req. Change	Current	Req. Change
Time and Material	10	0	2	0	0	0
Monthly	0	0	0	0	0	0

JACK JARVIS  
Name (printed)

Signature

042617  
Date

Revised September 23, 2015