

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 19, 2018

* = Mandatory, information must be provided

or Procurement Director Award \Box

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*Contractor/Vendor Name/Grantor (DBA):

Town of Marana

*Project Title/Description:

Amendment One (1) to Intergovernmental Agreement between Pima County Wireless Integrated Network (PCWIN) and the Town of Marana for subscriber services.

*Purpose:

This Amendment adds language regarding the maintenance and ownership of Marana's six (6) dispatch consoles and 159 radios being added to the PCWIN network.

Marana will retain sole ownership of the dispatch consoles. PCWIN Wireless Services Division will maintain Marana's dispatch consoles and the consoles will be added to the System Upgrade Agreement.

Marana will retain sole ownership of the radios. Marana will be responsible for the routine maintenance of its radios but may request PCWIN Wireless Services Division to perform annual preventative maintenance or repairs (time and materials) on the radios per the current rates.

*Procurement Method:

This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

*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:

Town of Marana to make timely payments per the Agreement.

*Retroactive:

NA

To: COB-Pgs-5 (2) Addendum

Revised 5/2018

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Page 1 of 2

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Document Type:	Department Code:	Contract Number (i.e.,15-123):
Effective Date:	Termination Date:	_ Prior Contract Number (Synergen/CMS):
Expense Amount: \$*		Revenue Amount: \$
*Funding Source(s) require	d:	
Funding from General Fund?	CYes CNo If Yes \$	%
Contract is fully or partially fu	nded with Federal Funds?	🗌 Yes 📋 No
If Yes, is the Contract to a v	/endor or subrecipient?	
Were insurance or indemnity	clauses modified?	🗌 Yes 🔲 No
If Yes, attach Risk's approv	val.	
Vendor is using a Social Sec	urity Number?	🗌 Yes 📋 No
If Yes, attach the required fo	rm per Administrative Procedure	22-73.
Amendment / Revised Awa	rd Information	
Document Type: CTN	Department Code: WIN	Contract Number (i.e.,15-123): 18-005
Amendment No.: One (1)		AMS Version No.: Two(2)
Effective Date: 06/19/2018		New Termination Date:
		Prior Contract No. (Synergen/CMS):
C Expense or Revenue	Increase O Decrease	
Is there revenue included?		Yes \$ 12,500
*Funding Source(s) require		
Funding from General Fund?	CYes No If	Yes \$ %
Grant/Amendment Informat	tion (for grants acceptance and	awards) C Award C Amendment
Grant/Amendment Informat		awards) C Award C Amendment Grant Number (i.e.,15-123):
Document Type:	Department Code:	Grant Number (i.e.,15-123):
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Pima County Wireless Integrated Network

Project: Subscriber Services

Grantee: Town of Marana

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Contract No.: CTN-WIN 18-005

Contract Amendment No.: One (1)

CONTRACT CTN. WIN-18.005 AMENDMENT NO. This number must appear on all and correspondence invoices. this pertaining to documents (Staningthere

Orig. Contract Term: 08/01/20117 - 07/31/2022 Expiration Date Prior Amendment: 07/31/202 Expiration Date This Amendment: 07/31/2022 Orig. Amount:\$1,100.00Prior Amendments Amount:\$0This Amendment Amount:\$12,500Revised Total Amount:\$13,600 (Revenue)

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF MARANA FOR PCWIN SUBSCRIBER SERVICES

WHEREAS, on August 1, 2017 COUNTY and the Town of Marana (Agency) entered into an Intergovernmental Agreement pursuant to A.R.S. § 11-951, *et seq.*, as referenced above; and

WHEREAS Agency desires to add infrastructure equipment to the PCWIN network, and

WHEREAS the PCWIN governance document requires the Network Managing Member to maintain all PCWIN infrastructure equipment.

NOW, THEREFORE, The parties agree to amend the above-referenced contract as follows:

- 1. Paragraph 2.1 of Section 2, Scope, is amended to read as follows:
 - 2. Scope

2.1 County, through its PCWIN Wireless Services Division, will provide communication equipment maintenance to Agency at 3434 E. 22nd Street, 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.

2.1.1 Agency is authorized to connect six dispatch consoles and associated equipment, and 170 radios to the PCWIN network. The Agency will maintain sole ownership of the dispatch consoles and radios. Additional equipment may be added to the PCWIN network upon agreement of the parties without further amendment to this Intergovernmental Agreement.

2.1.2 The County, through its PCWIN Wireless Services Division, will maintain the Agency's dispatch consoles and, the consoles will be integrated into the County System Update Agreement at no cost to the Agency. Agency may be responsible for the routine maintenance of its radios upon mutual agreement and approval by the PCWIN Network Managing Member. County will perform annual preventative maintenance on the radios at the rates set forth in Exhibit A.

2.1.3 If Agency terminates its membership in PCWIN, any equipment purchased and owned by the Agency will be removed from the System Update Agreement and disconnected from the PCWIN network.

2. Exhibit B of the Intergovernmental Agreement is amended and superseded by the Revised Exhibit B, attached hereto and incorporated here by this reference.

3. All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

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ATTEST

Clerk of the Board

Date

TOWN OF MARANA

Authorized Officer Signature

Ed Honea, M

Date

Bronson un Clerk 6/5/2018

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

Pursuant to A.R.S. section 11-952(D), the attorneys for the governmental entities that are the parties to this Intergovernmental Agreement have determined that the foregoing Amendment to the Intergovernmental Agreement is in proper form and is within the powers and authority of the parties as granted under the laws of the State of Arizona.

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Christopher Straub, Deputy County Attorney

Date: 🥢

Jane Fairall, Deputy Town Attorney

Date:

Revised EXHIBIT B

Agency Name	Town of Marana	
County or COT Maintenance	County	
Monthly / T&M / Both	T&M	

	Totals
# of Mobiles	0
# of Portables	170
# of Control Stations	0
# of Consoles	6
Totals	176

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

T&M		\$20 Base	\$20 Base Annual Fee		
Mobiles	0	\$		-	
Portables	170	\$	3400.00		
Control Stations	0	\$		-	
Consoles	6	\$		0-	
Totals	176	\$		3400.00	

Grand Total	176 \$	3400.00

*Additional programming fees may be incurred as additional radios are added to the PCWIN network.

MARANA RESOLUTION NO. 2018-058

RELATING TO PUBLIC SAFETY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PIMA COUNTY WIRELESS INTEGRATED NETWORK (PCWIN) SUBSCRIBER SERVICES

WHEREAS on June 20, 2017, the Mayor and Council of the Town of Marana adopted Resolution No. 2017- 057, approving and authorizing the Mayor to execute an intergovernmental agreement with Pima County for the provision of subscriber services related to the Pima County Wireless Integrated Network (PCWIN); and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the Town of Marana to enter into this first amendment to the PCWIN subscriber services IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the first amendment to intergovernmental agreement between the Town of Marana and Pima County for Pima County Wireless Integrated Network (PCWIN) subscriber services, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of June, 2018.



ATTEST:

Bronson, Town Clerk

Mayor Ed Honea

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

00057633.DOCX /1 Marana Resolution No. 2018-058