



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/4/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

SFB Software Design LLC

***Project Title/Description:**

Software maintenance and user support.

***Purpose:**

Software maintenance and user support for existing database systems.

***Procurement Method:**

Direct Select per Board of Supervisor Policy 29.6.III-C

***Program Goals/Predicted Outcomes:**

Provide maintenance and support to existing database systems.

***Public Benefit:**

Maintain various databases related to law enforcement and financial activities.

***Metrics Available to Measure Performance:**

Monthly invoices and work performed detail.

***Retroactive:**

No.

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TO: COB- 5-10-19
Ver. - 1
Pgs - 9
(11)

Contract / Award Information

Document Type: CT Department Code: SD Contract Number (i.e., 15-123): 19-412
Effective Date: 07/01/19 Termination Date: 06/30/20 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 45,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 45,000.00 % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, 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: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: Julia Galt 4/20/2019

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758

Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

March 20, 2019

Mr. C.H. Huckelberry
Pima County Administrator
130 W. Congress, 10th Floor
Tucson, AZ. 85701

Re: Professional Service Contract for Ms. Janet Schaefer dba SFB Software Design LLC

Dear Mr. Huckelberry:

The Sheriff's Department is requesting your authorization to renew our annual professional service contract with Ms. Janet Schaefer at a cost of \$45,000.00. Ms. Schaefer has been a contractor with our department for over 25 years. During this period, she has designed and developed numerous Microsoft Access systems that are currently used by our Civil Unit, Minimum Security Facility, Financial Services Unit, and the Air Unit. Ms. Schaefer has customized her databases to meet departmental needs. For example, Janet's services have been critical for the Civil Unit. Her program has greatly improved the unit's ability to track and record personal property tax revenues, advances received from citizens, service fees to the County, and uncollectible accounts. Finally, she provides technical assistance to us in submitting inmate data for the State Criminal Alien Assistance Program (i.e., SCAAP). The County was awarded \$254,799 in SCAAP revenue in this fiscal year.

Needless to say, her expertise with our department is vital. The requested contract renewal will allow her to continue providing maintenance and support for the existing systems. The contract amount is very cost-beneficial given the quality services and the results that we have received. There is no change in the cost from this fiscal year.

Given the current financial environment, we believe that continuing our contract with Ms. Schaefer is reasonable and fiscally sound. After you have reviewed this matter, please return this letter with your decision to: Ron Jee, Sheriff's Financial Services Unit. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Stuckey".

Chief John Stuckey, Commander
Support Bureau



A handwritten signature in black ink, appearing to read "C.H. Huckelberry".

Approved. C.H. Huckelberry

Contract No: CT-SD-19-412 Amendment No: _____

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

SOFTWARE MAINTENANCE AND USER SUPPORT
PIMA COUNTY
FISCAL YEAR 2019/2020

THIS CONTRACT entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and SFB SOFTWARE DESIGN LLC hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, the COUNTY uses computer programs designed, developed and/or supported by the CONTRACTOR to manage work furlough/work release inmate accounts for the Minimum Security facility, process payroll data for reporting for the Financial Services Unit, maintain and update the accounts payable/travel system for the Financial Services Unit, maintain and update the Cell Phone database for the Financial Services Unit maintain and update the Civil Enforcement Unit's case management and finance system, assist in preparing the SCAAP data for submission for the Financial Services Unit, and maintain and modify the Air Unit's flight tracking and reporting system, for the Pima County Sheriff's Department; and

WHEREAS, the COUNTY requires the services of a Contractor qualified to provide software maintenance and user support for these computer programs; and

WHEREAS, the Contractor is the sole source for such services; and

WHEREAS, the COUNTY and Contractor have agreed to execute a new contract to comply with the COUNTY'S new signature requirements; and

WHEREAS, this Contract will replace COUNTY Contract **CT.SD.18.308**
NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL

This Contract shall commence on the 1ST day of JULY 2019 and shall terminate on the 30TH day of JUNE 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract. The COUNTY shall have the option to extend this Contract for up to FOUR (4) one-year period(s) or any portion thereof. Any modification, or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE 2 - SCOPE

CONTRACTOR shall perform services in accordance with all requirements set forth in this agreement to the satisfaction of the COUNTY. CONTRACTOR will comply with all laws and regulations governing the conduct of business pursuant to this agreement. The COUNTY will be the sole judge of the validity and acceptability of claims made by the CONTRACTOR for extra payment. Documents supporting the activities described in this article shall be submitted to COUNTY and maintained on file at the Pima County Sheriff's Department.

CONTRACTOR shall maintain and support the computer programs of the Sheriff's Department's Financial Services Unit, Civil Enforcement Unit, Minimum Security Facility, and Air Unit. Such maintenance and support shall include the following services:

Item 1. Supported Programs. CONTRACTOR shall maintain and support the following computer programs written for the Pima County Sheriff's Department:

- + Payroll Database
- + Finance System – Accounts Payable and Travel Databases
- + Minimum Security Facility Accounting System
- + Minimum Security Facility Specialists' Accounts Viewer
- + Minimum Security Facility Accounting Front Desk Data Entry System
- + SCAAP data preparation
- + Civil Enforcement Financial and Case Management Database.
- + Air Unit Mission Management and Statistical Database.

Item 2. Monthly Maintenance. CONTRACTOR shall perform backups of programs and data files for the above listed programs at least once each month.

All documents, notes, programs, source code, backup files and executables pertaining to supported applications will be made available to the Sheriff's Department Finance Unit Supervisor via secure access to the cloud. The Sheriff's Department Finance Unit Supervisor will be designated as a user of the cloud storage account with full privileges.

Upon termination of this contract or in case of CONTRACTOR'S incapacitation or the death of CONTRACTOR the Sheriff's Department Finance Unit Supervisor is given permission to download and take possession of all documents, notes, programs, source code, backup files and executables pertaining to supported applications.

Any necessary archiving of data and general system cleanup will be performed during the monthly backup procedure. System cleanup includes optimizing file systems, recovering lost data, recovering lost program files and error corrections.

Item 3. Critical Response. CONTRACTOR shall respond within one business day, Monday through Friday, excluding Arizona state holidays unless a longer response time is agreed to by COUNTY, to reports of problems with the supported programs.

Such critical response work shall include diagnosing reported problems, making necessary correctional changes to programs, and reporting equipment failures to the appropriate staff member. Problems reported after hours or on weekends and holidays may be addressed by CONTRACTOR at her discretion, but at no additional charge to COUNTY.

CONTRACTOR shall respond within four hours, Monday through Friday, excluding Arizona state holidays, unless a longer response time is agreed to by COUNTY, to reports of problems with the Payroll computer programs of the Financial Services Unit.

Item 4. Training. CONTRACTOR shall provide training in the operation and use of the above listed computer programs upon request of users. Such training shall include new user instruction as well as refresher courses for previously trained users. The amount of training needed will be determined by COUNTY.

Item 5. Upgrades. CONTRACTOR shall install, test, and maintain the latest version of the applications

development software utilized for supporting the programs upon authorization of COUNTY. Such installation, testing and maintenance shall pertain to existing equipment as well as replacement equipment utilizing the same operating system or compatible operating system.

CONTRACTOR shall perform the work in accordance with the terms of the contract and to the best of CONTRACTOR'S ability. CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key Personnel COUNTY relied upon in making this contract, CONTRACTOR shall obtain the approval of COUNTY. The key personnel include the following staff:

Janet M. Schaefer

ARTICLE 3 - PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR as follows:

In consideration of services described in Article 1, COUNTY agrees to pay CONTRACTOR the sum of Forty-Five Thousand Dollars and Zero Cents (**\$45,000.00**) in the form of twelve (12) monthly payments of Three Thousand, Seven Hundred Fifty Dollars and Zero Cents (**\$3,750.00**). At the conclusion of each month, CONTRACTOR shall submit an invoice to the Sheriff's Department Finance Unit Supervisor for review and approval. Such invoice shall list the specific dates and amount of time expended in the maintenance and/or support of the programs specified in Article II of this agreement. Upon the approval of the invoice by the Finance Unit Supervisor, CONTRACTOR shall be issued payment.

Additional services beyond the scope as defined in Article 2 will be negotiated and billed separately under this contract.

In the event that economic conditions are such that price increases become necessary, CONTRACTOR must submit to COUNTY supporting documents justifying such increases. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY.

ARTICLE 4 - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined, single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and Contractor;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR 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.

ARTICLE 12 - AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE 15 - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 16 - NOTICE

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

COUNTY:

Mr. Ron Jee
Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, AZ 85714

CONTRACTOR:

SFB Software Design LLC
1100 W. Graythorn Pl.
Oro Valley, AZ 85737

ARTICLE 17 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 18 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in RFP/BID/RFQ _____ and on information provided in the CONTRACTOR'S proposal/bid in response to said RFP/BID/RFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE 19 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 22 - LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration

requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE 23 – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE 24 - 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 Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

N/A
Procurement Director

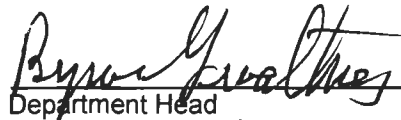
Date: _____

CONTRACTOR


Janet M. Schaefer
President, SFB Software Design LLC

Date: 4-29-19

APPROVED AS TO CONTENT

 CHIEF DEPUTY, PCSA #746
Department Head

Date: 4/26/19

APPROVED AS TO FORM


Deputy County Attorney

Date: 4/4/19

PIMA COUNTY

Chairman, Board of Supervisors

Date

Clerk of the Board

Date
