

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

Requested Board Meeting Date: August 15, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Davis Monthan Air Force Base (DMAFB)

**Project Title/Description:**

Memorandum of Agreement between Pima County and Davis Monthan Air Force Base (MOA)

**Purpose:**

The MOA between Pima County and DMAFB regarding radio programming is made pursuant to §§ A.R.S 41-2631 through 41-2634 and is effective upon execution by the Board of Supervisors.

DMAFB wishes to participate in Pima County Wireless Integrated Network (PCWIN) and needs properly programmed radios to do so. PCWIN Wireless Services and City of Tucson General Services are the only two service providers authorized by the PCWIN Board of Directors for radio repair, maintenance and programming. DMAFB has chosen PCWIN Wireless Services to provide this service.

DMAFB has agreed to pay Pima County for the programming of up to 27 radios owned by DMAFB. Initially, 22 radios will be programmed per the terms specified in Exhibit A.

**Procurement Method:**

D 29.4XI.H. "Other Non-Procurement Contracts"

**Program Goals/Predicted Outcomes:**

To ensure DMAFB radios are properly programmed for interoperability with PCWIN members.

**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:**

**Retroactive:**

No

TD: COB 8/18/2016 (1)  
VERS: 1  
PAGES: 7

**Original Information**

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

Effective Date: 8/15/2016 Termination Date: 8/15/2021 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 880.00

Funding Source(s): Davis Monthan Air Force Base

Cost to Pima County General Fund: \$0

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: John Voorhees

Department: Pima County Integrated Wireless Network (PCWIN) Telephone: 724-9322

Department Director Signature/Date: [Signature] 8-1-16

Deputy County Administrator Signature/Date: [Signature] 8-3-16

County Administrator Signature/Date: [Signature] 8/4/16  
*(Required for Board Agenda/Addendum Items)*

CONTRACT
NO. <u>CTN-WIN-17-005</u>
AMENDMENT NO. _____
This number must appear on all correspondence and documents pertaining to this contract.

MEMORANDUM OF AGREEMENT BETWEEN  
PIMA COUNTY

AND DAVIS-MONTHAN AIR FORCE BASE (DMAFB)

FOR

RADIO PROGRAMMING SERVICES

This is a Memorandum of Agreement (MOA) between Pima County, a political subdivision of the State of Arizona (“County”) and Davis-Monthan Air Force Base (“DMAFB”). When referred to collectively, County and DMAFB are referred to as the “Parties”.

1. **PURPOSE:** County has implemented a regional public safety communications network known as the Pima County Wireless Integrated Network (“PCWIN”). DMAFB would like to participate in PCWIN and needs properly programmed radios in order to do so. County provides such radio programming on a reimbursable basis to participants in the PCWIN network. The purpose of this Agreement is to set forth the responsibilities of the Parties to enable County to provide PCWIN radio programming services to DMAFB on a reimbursable basis.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1. County will –

- 2.1.1. Program or reprogram up to 27 radios provided to the County by DMAFB.
- 2.1.2. Bill DMAFB upon completion of the programming work at the cost identified in Exhibit A to this MOA, which is attached hereto and incorporated by this reference.
- 2.1.3. Guarantee that each radio it programs will function as intended for at least ninety (90) days. If County communication programming fails within that period, County will reprogram the radio at no additional charge to DMAFB. County provides no other express warranty on communication equipment maintenance work.

2.2. DMAFB will –

- 2.2.1. Provide for County programming up to 27 radios that are properly provisioned with options required to operate on the PCWIN network.
- 2.2.2. Reimburse County for the radio programming fees set forth in paragraph 2.1 of this MOA.

3. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4. **GENERAL PROVISIONS:**

4.1. POINTS OF CONTACT: The following points of contact (“POC”) will be used by the Parties to communicate during the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. For the County –  
John Voorhees  
Pima County Wireless Integrated Network  
Executive Director  
3434 East 22<sup>nd</sup> Street  
Tucson, AZ 85713  
520-724-9322  
[John.Voorhees@pima.gov](mailto:John.Voorhees@pima.gov)

4.1.2. For DMAFB –  
Todd Canale  
DMAFB Fire Emergency Services  
Fire Chief  
4639 South Phoenix Street  
Tucson, AZ 85707  
520-228-4757  
[Todd.canale.1@us.af.mil](mailto:Todd.canale.1@us.af.mil)

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to the Parties’ points of contact identified in Paragraph 4.1 of this MOA or as may from time to time otherwise be directed by the Parties.

4.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

4.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

4.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19

4.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

4.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

4.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA’s subject matter.

4.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

4.10. EXPIRATION DATE: This MOA expires 5 years after the effective date.

5. FINANCIAL DETAILS:

5.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a proper authority. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulations.

5.2. BILLING AND PAYMENT: The County will bill DMAFB through the county Finance Department, Revenue Management Division on a periodic basis upon the provision of radio programming services to DMAFB. A record of the transaction will be sent to DMAFB no later than 30 days after the month in which the programming services were provided. DMAFB will provide prompt payment of the invoice. If, after ten (10) days additional written notice to DMAFB, it fails to pay the full amount due, County may terminate this MOA immediately upon written notice to DMAFB.

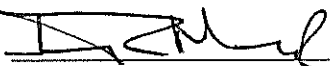
5.3. RATE INCREASES: County reserves the right to increase the programming rate as applicable to DMAFB if County's actual costs for labor increase. County will provide advance written notice to DMAFB of any increase in rates or charges at least 30 days before the rate increase becomes effective.

AGREED:

For Pima County

For DMAFB

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

  
\_\_\_\_\_  
James P. Meger, Colonel, USAF  
Commander

\_\_\_\_\_  
Date

27 Jul 2016  
\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

SERVICE AGREEMENT DETERMINATION

The foregoing Service Agreement between Pima County and DMAFB 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 Service Agreement represented by the undersigned.

PIMA COUNTY:

  
**TOBIN ROSEN**

Deputy County Attorney, Civil Division

7/29/16  
Date

**EXHIBIT A**

**Pima County Wireless Time & Material Services**

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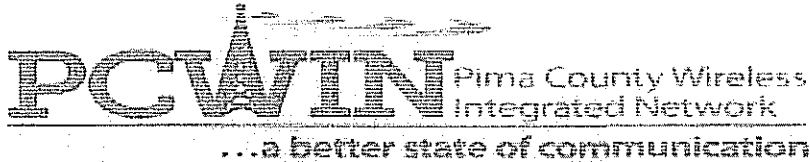
- A) T & M Services provided (\$40/hr, 1 hour minimum charge)
  - a. New Radio Activation
  - b. Reprogramming repaired radio
  - c. Codeplug modification
  - d. UID changes
  - e. Talkgroup changes
  - f. Fleetmap modification
  - g. Load/remove encryption key
  - h. Radio inhibit (lost or stolen). Documentation will need to be provided.

**EXHIBIT A**

<b>Agency Name</b>	DMAFB	
<b>County or COT Maintenance</b>		
<b>Monthly/T&amp;M/Both</b>	T&M	
	<b>Totals</b>	
# of Mobiles	0	
# of Portables	22	
# of Control Stations	0	
# of DVRS	0	
<b>Totals</b>	<b>22</b>	
<del>Monthly</del>		<del>\$8 Monthly Fee (\$96 Annually)</del>
Mobiles	0	\$
Portables	0	\$
Control Stations		
DVRS	0	\$
<b>Totals</b>	<b>0</b>	<b>N/A</b>
<del>T&amp;M</del>		<del>\$40 Base Hourly Fee</del>
Mobiles	0	\$
Portables	22	\$880.00
Control Stations	0	\$
DVRS	0	\$
<b>Totals</b>	<b>22</b>	<b>\$880.00*</b>
*T&M Estimated Annual Service Cost		
<del>Grand Total</del>	<del>22</del>	



**EXHIBIT A**



**PCWIN Maintenance Provider Survey**

November 24, 2015

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:	Davis Monthan Air Force Base
Primary Contact:	Staff Sergeant Demitry Kraskov
Phone Number:	520-228-5442
Email Address:	demitry.kraskov@us.af.mil
Secondary Contact:	Major Jonathan R. Guerrero
Phone Number:	520-228-6772
Email Address:	jonathan.guerrero@us.af.mil

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	22	0	0
	<input type="checkbox"/> Monthly	0	0	0

Major Patrick Rienzi

24 Nov 15

Name (printed)

Signature

Date

Revised September 23, 2015