



Board of Supervisors Memorandum

August 15, 2016

**Memorandum of Agreement Between Davis-Monthan Air Force Base
and Pima County Wireless Integrated Network**

Introduction

The Pima County Wireless Integrated Network (PCWIN) has sought the participation of Davis-Monthan Air Force Base (DMAFB) on the radio network. In December 2015, PCWIN signed an Interoperability Memorandum with DMAFB for their participation on the radio network as an Interoperability Participant. Because the Memorandum conveys no funding authority, an agreement was prepared to provide a funding mechanism for DMAFB to pay for programming and maintenance services. Traditionally, PCWIN has sought to execute an intergovernmental agreement (IGA) with each participant on the network. However, federal guidance regarding Department of Defense (DoD) agreements with local governments precludes DMAFB from entering into the standard PCWIN IGA. The County's legal staff worked closely with the Base's legal staff to develop the most advantageous agreement for both parties. This Memorandum of Agreement is the final step to include DMAFB onto the PCWIN network.

Background

The importance of such action cannot be overstated. DMAFB is inextricably linked to nearly all public safety operations in Pima County. DMAFB is one of two United States Air Force installations nationwide where the local government exercises jurisdiction for non-military public safety incidents on base. Tucson Fire and Police Departments respond several times daily to events on base and require close coordination with DMAFB Security Forces and Fire and Emergency Services. During the DM Airshow the Sheriff's Department, the Tucson Police Department, Tucson Fire Department and many other agencies bolster the public safety presence on and around the installation. The DMAFB Explosive Ordnance Disposal Team often assists off-base with suspicious packages and munitions removal. Many public safety agencies participate in joint training on the military installation and in the local community with DMAFB. These closely connected operations necessitate real-time communications between all agencies.

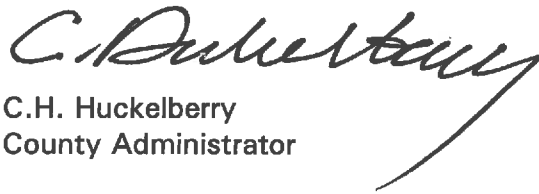
DMAFB's inclusion on the PCWIN network is a substantial benefit to the local community. In the past, the Base and local agencies communicated by sharing each agency's radio hardware. Now, like all PCWIN participating agencies, DMAFB is able to communicate with the majority of Pima County public safety agencies in real time, with one shared radio system. This increases interoperability across the board and promotes operational efficiency between agencies as procedures and coordination are streamlined. The end result is better public safety responses for our local community.

The Honorable Chair and Members, Pima County Board of Supervisors
Re: MOA between DMAFB and Pima County Wireless Integrated Network (PCWIN)
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Recommendation

I recommend the Board of Supervisors approve the attached Memorandum of Agreement between Pima County and Davis-Monthan Air Force Base for Radio Programming Services.

Respectfully submitted,



C.H. Huckelberry
County Administrator

CHH/mjk – August 9, 2016

Attachments

c: Jan Leshar, Deputy County Administrator for Community and Health Services
John Voorhees, Director, Pima County Wireless Integrated Network



**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

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: _____ 8-1-16
Deputy County Administrator Signature/Date: _____ 8-3-16
County Administrator Signature/Date: _____ 8/4/16
(Required for Board Agenda/Addendum Items)

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 22nd Street
Tucson, AZ 85713
520-724-9322
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

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 2014

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

- 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

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

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