



Contract Number: CTN. SD. 14 * 153
 Effective Date: 5.20.14
 Term Date: 5.19.19
 Cost: _____
 Revenue: 49,082.48
 Total: _____ NTE: _____
 Action: 2-1-19
 Renewal By: _____
 Term: _____
 Reviewed by: VH 5-19-19

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 5/20/14

ITEM SUMMARY, JUSTIFICATION, &/or SPECIAL CONSIDERATIONS:

Intergovernmental agreement between Pima County, City of Tucson, and Drexel Heights Fire Department for facility sharing of backup 911 services at Pima Emergency Communications and Operations Center and Thomas Price Service Center. City of Tucson and Drexel Heights Fire Department will provide Pima County with a portion of the recurring costs to support the equipment, software, and telecommunications circuits on a yearly basis.

CONTRACT NUMBER (If applicable): CTN 14*153

STAFF RECOMMENDATION(S):

Procure Dept 04/29/14 PM02:42

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. 1
Vendor - 1

Pgs 22

To: COB - 5.7.14
Agenda 5.20.14
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$0.00 and/or REVENUE TO PIMA COUNTY: \$ 49,082.48

FUNDING SOURCE(S): General Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES

NO

Board of Supervisors District:

1

2

3

4

5

All

IMPACT:

IF APPROVED: Pima County will collect \$49,082.48 in revenue over 6 years.

IF DENIED: Pima County will not collect \$49,082.48 in revenue.

DEPARTMENT NAME: Sheriff

CONTACT PERSON: Meagan Davis TELEPHONE NO.: 351-3332

92, and 2006-21, 2006-84, 2007-33, 2007-95, 2008-25, 2008-106, 2009-40, 2009-92, 2010-24, 2010-63, 2010-70, 2011-21, 2011-79, 2012-20, 2012-66, 2013-24, and 2013-45 (the "Bond Ordinance") specifies the scope of the PCWIN project to include renovation of two facilities to collocate the 911 and dispatch functions of the PARTIES, and the two renovated facilities will each be equipped to provide backup 911 and public safety dispatch services capabilities for the other.

H. There will be recurring costs to support the equipment, software, and telecommunications circuits required to support the backup capabilities.

NOW, THEREFORE, COUNTY, DISTRICT AND CITY, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for supporting and maintaining the backup capabilities at the TOPSC and PECOC facilities. This Agreement will also address related legal and administrative matters among the parties.

2. **Scope.**

a. Responsibilities for PECOC. COUNTY and DISTRICT will provide backup communications facilities and equipment for the CITY in the event CITY facilities are disrupted and a deployment to the PECOC facility is necessary. Backup facilities will be made available for training and exercise purposes at a mutually agreeable time for all affected parties. The following workstations will be available:

i. **Tucson 9-1-1/Fire Dispatch** (Refer to Figure 1; Pos. 3, 17-19, 71-83)

1. Six (6) workstations with 9-1-1 intelligent workstations (IWS)
2. One (1) workstation with 9-1-1 (IWS) and a backup radio. This is intended to be the Supervisor's workstation
3. Four (4) workstations with 9-1-1 IP (SIP) phones and backup radio
4. Two (2) workstations with dispatch radio consoles and 9-1-1 (SIP) phones
5. All of the above listed positions will also have Computer Aided Dispatch (CAD) consoles. CAD access will be dependent upon network connectivity to the City of Tucson CAD servers.

ii. **Tucson Police Dispatch** (Refer to Figure 1; Pos. 93-107)

1. Six (6) workstations with 9-1-1 intelligent workstations (IWS)

2. One (1) workstation with 9-1-1 (IWS) and a backup radio. This is intended to be the Supervisor's workstation
3. One (1) workstation with 9-1-1 IP (SIP) phones and backup radio
4. Four (4) workstations with dispatch radio consoles and 9-1-1 (SIP) phones
5. All of the above listed positions will also have Computer Aided Dispatch (CAD) consoles. CAD access will be dependent upon network connectivity to the City of Tucson CAD servers.

iii. COUNTY and DISTRICT, will manage the 911 PSAP Telephony System and related support services at the PECOC, and will act as point of contact with the maintenance providers for all matters of maintenance, support and telephony configuration. COUNTY and DISTRICT will maintain the equipment with the same level of care and attention that they provide for the equipment supporting their own operations.

b. Responsibilities for TOPSC. CITY will provide backup communications facilities and equipment for the DISTRICT and COUNTY in the event COUNTY facilities are disrupted and a deployment to the TOPSC facility is necessary. Backup facilities will be made available for training and exercise purposes at a mutually agreeable time for all affected parties. The following workstations will be available:

i. Drexel Heights Fire Dispatch Consortium (Refer to Figures 2A and 2B)

1. Three (3) workstations with 9-1-1 intelligent workstations (IWS) and dispatch radio consoles.
2. All of the above listed positions will also have Computer Aided Dispatch (CAD) consoles. CAD access will be dependent upon network connectivity to DISTRICT CAD servers.

ii. Pima County Sheriff Communications (Refer to Figure 3)

1. Five (5) workstations with 9-1-1 intelligent workstations (IWS)
2. Four (4) workstations with dispatch radio consoles and administrative phones
3. One (1) workstation with 9-1-1 (IWS) and dispatch radio console. This is intended to be the Supervisor's workstation

4. All of the above listed positions will also have Computer Aided Dispatch (CAD) consoles. CAD access will be dependent upon network connectivity to the Sheriff's Department CAD servers.
- iii. The CITY will manage the 911 PSAP Telephony System and related support services at the TOPSC, and will act as the lead point of contact with the maintenance providers for all matters of maintenance, support and telephony configuration. The CITY will maintain the equipment with the same level of care and attention that it provides for the equipment supporting its own operations.
- c. "9-1-1 Intelligent Workstation (IWS)" means 9-1-1 customer premise telecommunications equipment that will minimally support Enhanced 911, ANI/ALI, and Phase II Wireless 911 mapping capabilities.
- d. "Computer Aided Dispatch (CAD) Consoles" means a personal computer (CPU w/Microsoft Windows 7 64-bit, 8GB RAM, minimum of 5GB HDD space for client applications, two 21" monitors, keyboard and mouse), and network connectivity to support the computer aided dispatch applications deployed by the guest agency(ies), printers and peripherals.
- e. "SIP Phones" means a desk phone capable of receiving 9-1-1 calls, but may not support E911 features, ANI/ALI, or mapping capabilities.
- f. Location of equipment may change based upon operational needs, but any proposed changes must be communicated with involved parties.

g. Other Responsibilities

- i. **Access.** CITY and COUNTY agree to allow reasonable access to their respective facilities. Both COUNTY and CITY will maintain a policy to address facility access issues.
- ii. **Parking.** Both CITY and COUNTY will identify suitable parking for emergency deployments at their respective facilities. Although parking is not required to be secured, it must be in a safe location on or adjacent to the facility of use.
- iii. **Building.** Both facilities are controlled-access. CITY and COUNTY will provide reasonable access to other agency personnel in the event of a backup deployment. As an example, both COUNTY and CITY will maintain a deployment kit, in which there will be key-cards to temporarily issue to the agency personnel operating in a backup capacity. Likewise, access will be afforded to those areas reasonably necessary to support work staff such as restrooms, kitchen, break-room and the like.

- iv. **Rent.** Inasmuch as the facilities are intended for temporary backup usage and both facilities have been planned to withstand harsh environmental conditions, backup deployments are expected to be minimal. Therefore, no rent will be assessed to COUNTY or DISTRICT for use of TOPSC and no rent will be assessed to CITY for use of PECOC.
1. If there is an extended deployment, in excess of 72 hours, all parties agree to track expenses specific to the deployment for the purposes of reimbursement to the hosting party either by the agencies deployed in a backup capacity and/or via State or Federal disaster funding reimbursements.
- v. **Computer equipment maintenance and replacement.** Both COUNTY and CITY agree to maintain CAD Console computer hardware and local area network connectivity for guest agency access to their CAD systems to support backup deployments. Both CITY and COUNTY agree to fund this expense, including periodic replacement, at their own facility. Licensing of CAD server and client applications required by guest agencies are the responsibility of the guest agency. The host agency will cooperate with the guest agency to permit the installation of agency specific software on host agency hardware.
- vi. **Computer Aided Dispatch (CAD).** CITY, COUNTY and DISTRICT agree it is each agency's responsibility to maintain their own CAD systems. Licensing of CAD server and client applications required by guest agencies are the responsibility of the guest agency. The host agency will cooperate with the guest agency to permit the installation of agency specific client software on host agency CAD Console hardware. Host agencies will maintain local area network connectivity for data distribution within their facilities. Wide area network connections to remotely located CAD system servers are the responsibility of the guest agency.
- vii. **Telephone.** Both facilities will have 9-1-1 and administrative telephone capabilities available for the guest agencies deployed in a backup capacity.
1. **9-1-1 Telephone.** COUNTY purchased 9-1-1 equipment for PECOC whereas CITY plans to utilize existing 9-1-1 equipment. For both facilities, an annual, recurring maintenance contract is required for training and backup positions.
 - a. At PECOC, a total of fourteen (14) 9-1-1 IWS are required to support the back-up needs of CITY. During a backup deployment, DISTRICT and COUNTY will vacate a total of four of their primary operational positions to support the CITY need. The remaining ten (10) 9-1-1 positions necessary for CITY backup will be funded through a cost sharing plan allocating costs by position as follows:

- i. CITY will pay for five (5),
- ii. COUNTY will pay for four (4)
- iii. DISTRICT will pay for one (1).

b. A detailed, six (6) year projection of cost is attached as **Appendix A.**

c. At TOPSC, a total of nine (9) 9-1-1 IWS have been allocated for backup use by DISTRICT (3) and the Pima County Sheriff's Department (6). The CITY agencies will vacate 9 of their primary operational positions to meet the needs of the DISTRICT and COUNTY during backup deployments.

d. The State 9-1-1 Office will determine when the 9-1-1 equipment purchased for PECOC is eligible for lifecycle replacement. Although it is presumed the equipment will last six (6) years or more, the State 9-1-1 Office may decide to upgrade equipment sooner. The State 9-1-1 Office is currently moving toward a "managed services" format: a lease arrangement with the required maintenance costs rolled into the lease. CITY is planning to move to the managed services format as soon as possible. If the next version of 9-1-1 equipment at PECOC is obtained through managed services, future costs to maintain the ten additional (10) 9-1-1 IWS for CITY backup needs is expected to increase.

2. **Administrative Telephone.** Both the CITY and COUNTY will maintain, at the host entity's expense, administrative telephones for official use by agencies deployed in a backup capacity. The administrative telephone lines will provide both local and long distance calling. The administrative lines are not configured or intended to forward already established direct-dial or ring-down lines used at the respective home facility. However, if DISTRICT, CITY or COUNTY desires to maintain the capability of established direct-dial or ring-down lines to follow the agency to the backup facility, they may coordinate such capability with the host entity. The agency wanting to extend direct-dial or ring-down lines to the back-up facility will be responsible for the associated costs.

viii. **Facsimile.** Both the CITY and COUNTY will make available at least one facsimile (FAX) machine for use by agencies deployed in a backup capacity. The expense for this capability will remain with the host entity.

ix. **Radio.** The PCWIN project funded the initial purchase of Motorola MCC7500 dispatch consoles as well as MCD5000 consolettes for both TOPSC and PECOC. A specified number of MCC7500 consoles and MCD5000 consolettes have been allocated for use by the deployed agencies during a backup deployment.

1. **At PECOC** the following minimum PCWIN equipment quantities will be allocated for CITY use:

a. Tucson Fire

- i. One (1) workstation with MCC7500 console, including an MCD5000 backup consolette
- ii. Six (6) workstations with MCD5000 consolette radios

b. Tucson Police

- i. One (1) workstation with MCC7500 console, including an MCD5000 backup consolette
- ii. Six (6) workstations with MCD5000 consolette radios

2. **At TOPSC** the following minimum PCWIN equipment quantities will be allocated for DISTRICT/COUNTY use:

a. Drexel Heights Fire

- i. One (1) workstation with MCC7500 consoles, including an MCD5000 backup consolette
- ii. Two (2) workstations with MCD5000 consolette radios
- iii. The above mentioned radio positions must be located, one each at the same workstations where the 9-1-1 IWS are located (Ref. 2.b.i).

b. Pima County Sheriff

- i. One (1) workstation with MCC7500 consoles, including an MCD5000 backup consolette
- ii. Four (4) workstations with MCD5000 consolette radios

3. Actual equipment counts may exceed the minimum requirements.

4. The MCC7500 and MCD5000 equipment is considered part of the PCWIN infrastructure with maintenance expenses covered by PCWIN through membership fees. COUNTY will retain ownership of all radio dispatch consoles, control stations and related equipment furnished and installed by COUNTY as part of the PCWIN Radio Contract/Project. It is the responsibility of COUNTY, CITY and DISTRICT to reasonably ensure this radio equipment is kept in operational condition.

- x. **Workstation furniture.** Both TOPSC and PECOC were outfitted with new workstation furniture funded through the PCWIN project. CITY and COUNTY agree to take reasonable steps to help ensure workstations are properly maintained and kept in a ready state. CITY will be responsible for maintenance costs of all furniture at TOPSC and COUNTY will be responsible for maintenance costs of all furniture at PECOC.
- xi. **Support equipment.** Equipment such as pens, pencils, paper and other office items will be provided by the host entity in the event of a backup deployment. In the event of extended deployments, 72 hours or longer, agencies will track expenses for these items with the thought of reimbursement.
- xii. Each Party is responsible for conducting its own backup facility inspections and deployment exercises to periodically verify the equipment is configured and operating to its specifications.

3. **Financing.**

a. Financial Management. The cost sharing plan to cover 9-1-1 IWS positions at PECOC will involve payments to COUNTY by both DISTRICT and CITY. The payment interval will be on an annual basis, at the beginning of the calendar year. (The payment interval may change to match required payment to CenturyLink.)

b. Payment Requests. Within 15 days of the end of the calendar year, COUNTY shall submit to CITY and DISTRICT a payment request. CITY and DISTRICT shall pay the payment request within thirty (30) calendar days after receipt.

c. Cost Schedule. Appendix A contains Operating and Maintenance Cost Projections for the equipment at the PECOC that is locally supported per Section 2.g.vii.1.a. The COUNTY will provide the CITY and the DISTRICT with updated annual cost projections not-later-than December 31st each year. CITY and DISTRICT are responsible for obtaining annual budget appropriations to reimburse the COUNTY for the costs apportioned to them.

- 4. **Term, Termination and Amendment.** This IGA shall be effective on the date it is executed by the Pima County Board of Supervisors and shall continue for a period of five (5) years. Thereafter, this IGA shall automatically renew for an unlimited number of one (1) year extensions; provided, however that any party may terminate this IGA

upon one (1) year written notice to the other parties. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other parties (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. **Insurance.** When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
8. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
 - a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Order 2009-09 and superseding Executive Order 99-4, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
 - b. *Americans with Disabilities Act.* This Agreement is subject to 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.
 - c. Each party agrees to comply with the provisions of A.R.S. § 41-4401 when entering into contracts with third parties necessary to meet the purposes of this IGA.
9. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

10. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
11. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason a party to this IGA does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the non-appropriating party shall have no further obligation to the other parties other than for payment for services rendered prior to cancellation.
12. **Legal Authority.** None of the parties warrants to the others its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other for lack of performance or otherwise.
13. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between COUNTY, CITY or DISTRICT personnel. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other(s), including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
15. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of any party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
16. **Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action

by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

- 18. Remedies.** Any party may pursue any remedies provided by law for the breach of this Agreement. 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 in equity or by virtue of this Agreement.
- 19. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

COUNTY:

Pima County Sheriff's Department
Attn: Communications Commander
1750 E. Benson Hwy.
Tucson, AZ 85714

CITY:

Tucson Office of Emergency Management & Homeland Security
300 S. Fire Central Pl.
Tucson, AZ 85701

DISTRICT:

Drexel Heights Fire District
Attn: Fire Chief
5030 S. Camino Verde
Tucson, AZ 85735

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board; and the CITY has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk; and DISTRICT has caused this Intergovernmental Agreement to be executed by the Board of Directors upon resolution of the Board and attested to by the DISTRICT Clerk.

PIMA COUNTY:

Sharon Bronson, Chair
Pima County Board of Supervisors

ATTEST, COUNTY:

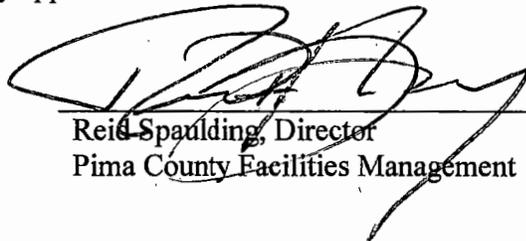
Robin Brigode, Pima County Clerk of the Board

Approval

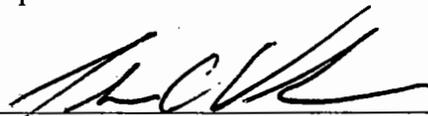
The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY and has been reviewed by the undersigned, and is hereby approved as to content.



Chief Paul Wilson, Pima County Sheriff's Department



Reid Spaulding, Director
Pima County Facilities Management



John Voorhees, Executive Director
Pima County Wireless Integrated Network

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY has been reviewed pursuant to A.R.S. § 11-952 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 Intergovernmental Agreement represented by the undersigned.

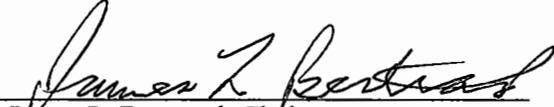
PIMA COUNTY:



Marc Natelsky
Deputy COUNTY Attorney

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board; and the CITY has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk; and DISTRICT has caused this Intergovernmental Agreement to be executed by the Board of Directors upon resolution of the Board and attested to by the DISTRICT Clerk.

DREXEL HEIGHTS FIRE DISTRICT:



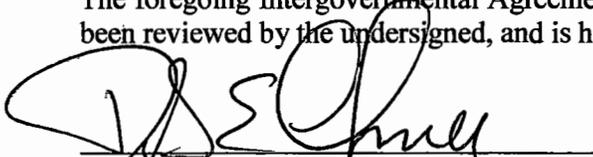
James L. Bertrand, Chairman
Board of Directors

ATTEST, DISTRICT:


Cheryl Cecil, Clerk of the Board

Approval

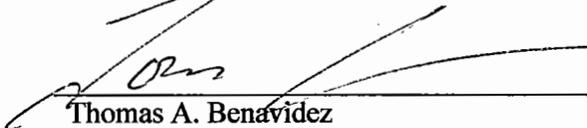
The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY and has been reviewed by the undersigned, and is hereby approved as to content.


Douglas Chappell, Drexel Heights Fire
Chief

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY has been reviewed pursuant to A.R.S. § 11-952 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 Intergovernmental Agreement represented by the undersigned.

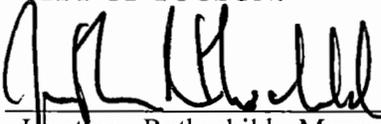
PIMA COUNTY:



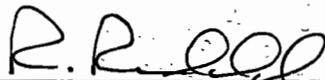
Thomas A. Benavidez
DISTRICT Attorney

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board; and the CITY has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk; and DISTRICT has caused this Intergovernmental Agreement to be executed by the Board of Directors upon resolution of the Board and attested to by the DISTRICT Clerk.

CITY OF TUCSON:

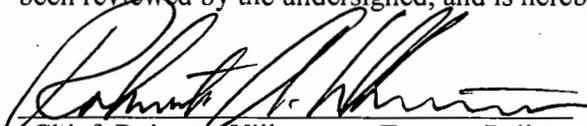

March 18, 2014
Jonathan Rothschild, Mayor, Tucson City
Council

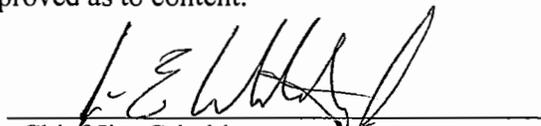
ATTEST, CITY:


March 18, 2014
Roger Randolph, City Clerk

Approval

The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY and has been reviewed by the undersigned, and is hereby approved as to content.


Chief Roberto Villasenor, Tucson Police
Department


Chief Jim Critchley,
Tucson Fire Department


Ron Lewis, Director
Tucson General Services Department

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between COUNTY, DISTRICT and CITY has been reviewed pursuant to A.R.S. § 11-952 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 Intergovernmental Agreement represented by the undersigned.

CITY OF TUCSON:


Mike Rankin
City Attorney

Figure 1

**P.E.C.O.C.
City of Tucson
Deployment Positions
and Equipment
December 6, 2013**

9-1-1 IWS
SIP Only
MCD5000 & 9-1-1 SIP
MCD5000 & 9-1-1 IWS
MCC7500 & 9-1-1 SIP
MCC7500 & 9-1-1 IWS

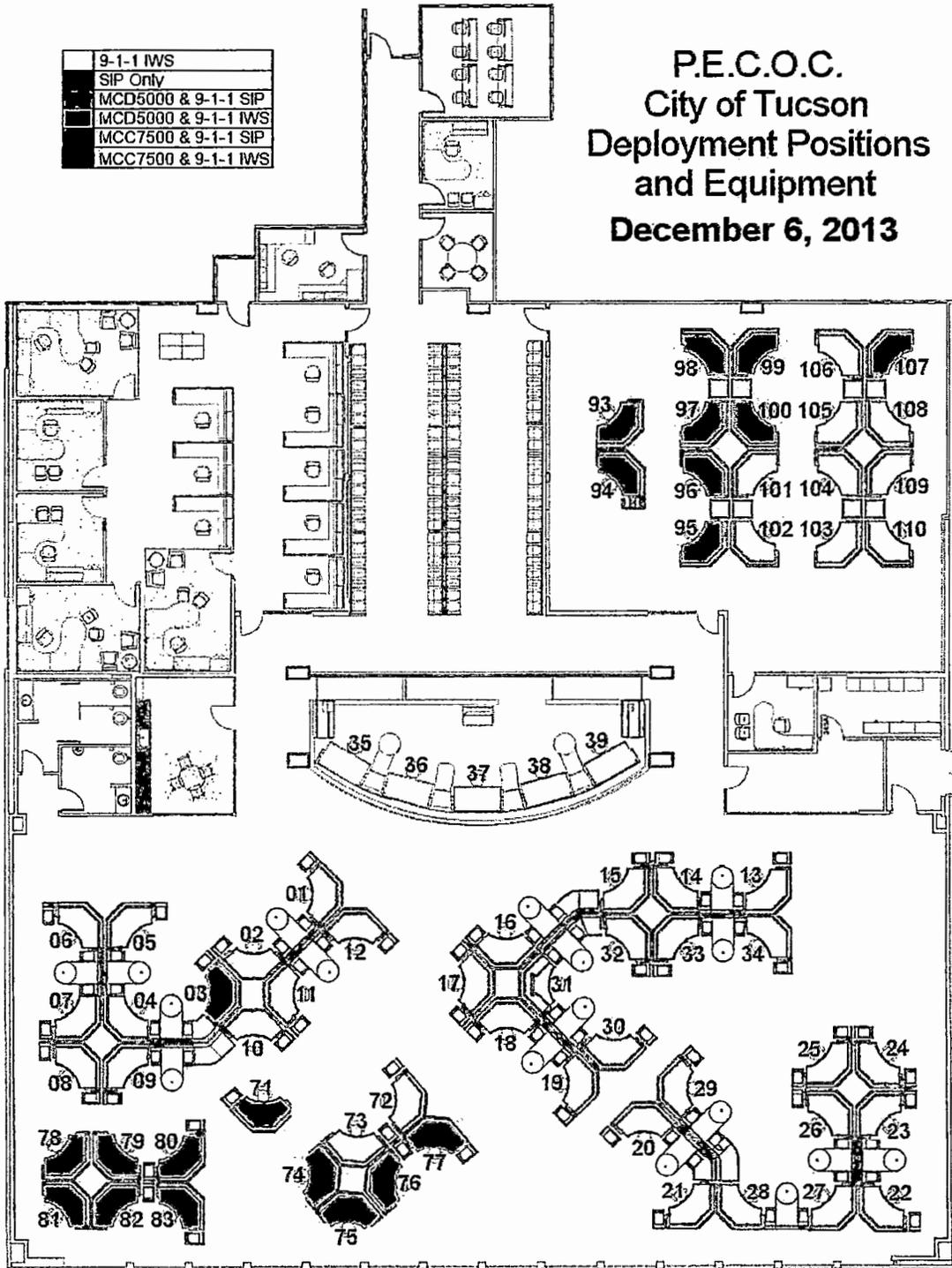


Figure 2A, Temp

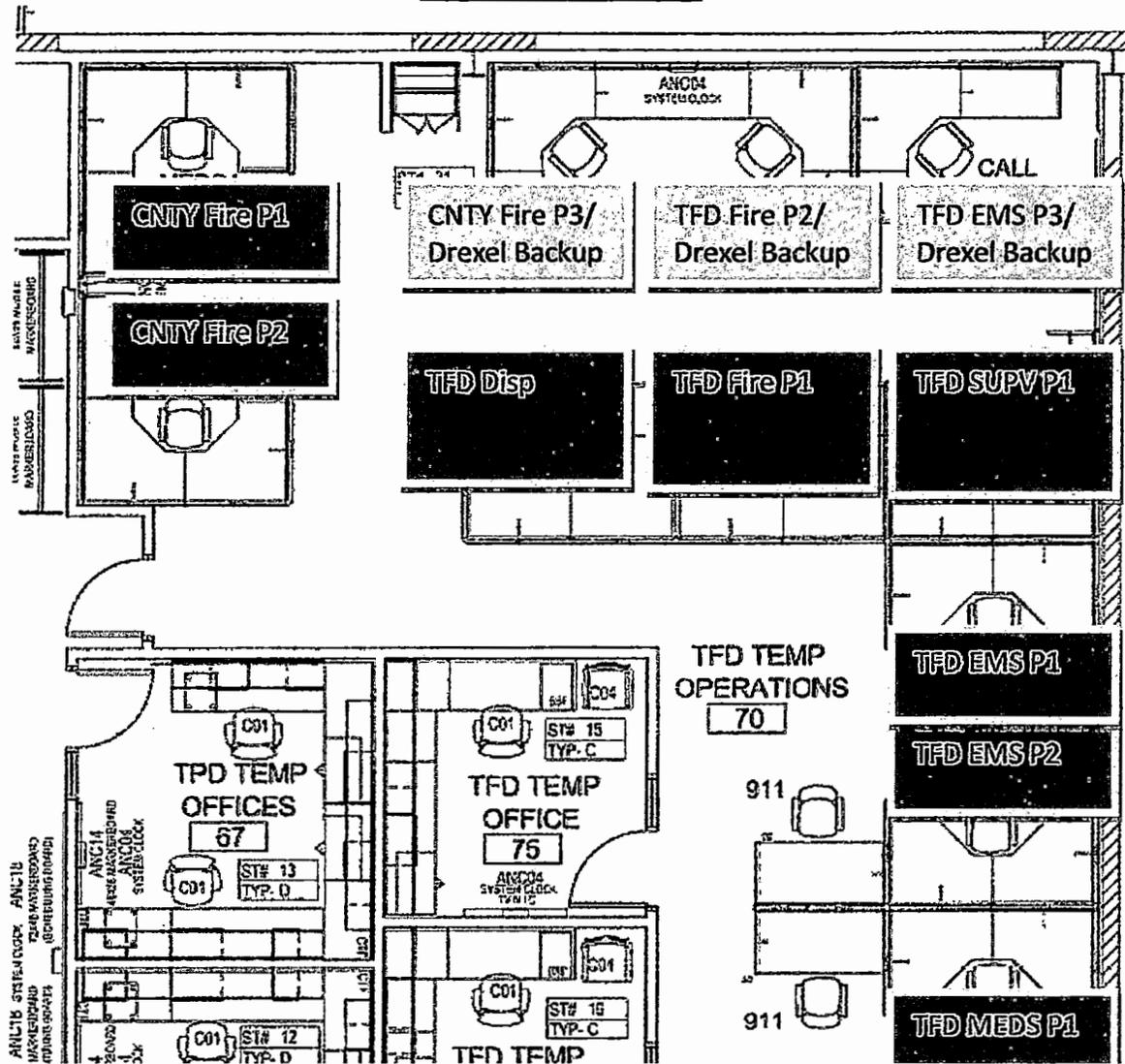


Figure 2B, Perm

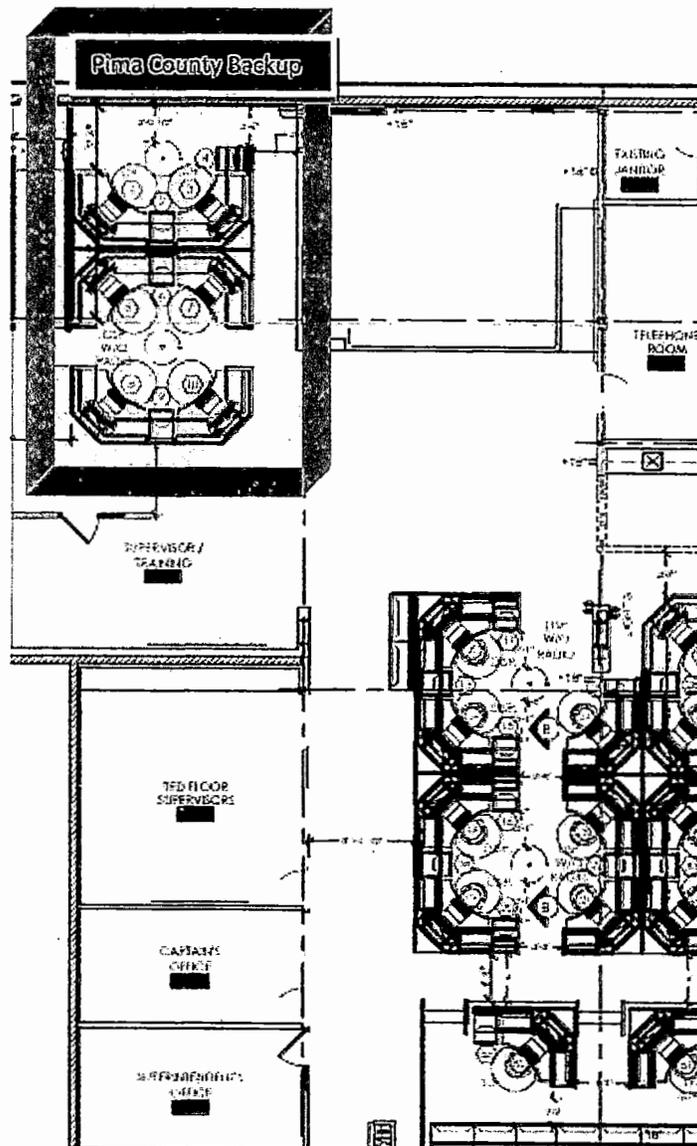
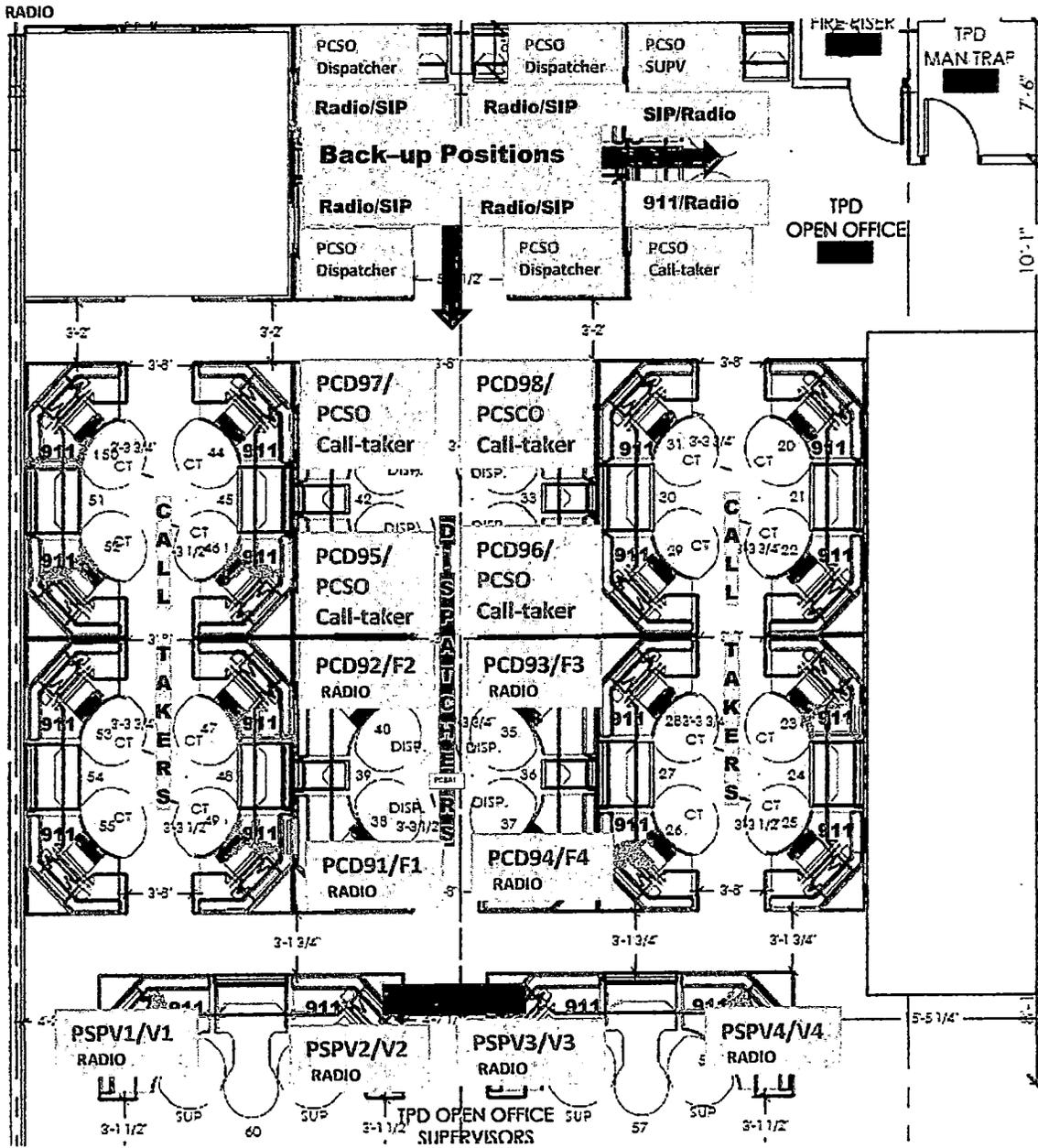


Figure 3



Appendix A

911 Equipment Support Plan

Background

Arizona Department of Administration (ADoA) 911 Office supports the equipment needs of 911 Public Safety Answering Points (PSAP) statewide via tax revenue from telephone customers. The state provides funding for telecommunications equipment startup, lifecycle replacement and maintenance. However, the State's capital improvement budget did not support startup costs for the PECOC facility. Therefore, equipment was purchased and installed as part of the PCWIN project, including fourteen (14) intelligent workstations to support an emergency deployment of the City of Tucson agencies from the Thomas Price Service Center (TOPSC) at a cost of approximately \$104,000.

The State is currently working to provide funding for lifecycle replacement of equipment under a new "managed services" model expected to be available in early 2014. In the past, the state budgeted for capital improvements and annual recurring O&M costs separately. The new managed services model will combine the two costs into a lease type arrangement where the costs for hardware are amortized over the term of the agreement. City of Tucson plans to take advantage of the managed services model for their 911 positions at the Thomas Price Service Center (TOPSC) in lieu of purchasing 911 equipment.

At PECOC, when 911 equipment is replaced at the end of its first lifecycle, it is predictable that new equipment would be procured under the managed services model. At that time, it will be necessary to reassess community need and local resources in order to support emergency deployments at PECOC from the TOPSC.

The State supports a fixed number of operator positions at each PSAP to meet operational needs. The State will not support any additional workstations for training or backup purposes. Capital and recurring expenses to meet these needs are the responsibility of the implementing agency. With regard to TOPSC and PECOC PSAPs, the State provides support for the following number of operator positions:

TOPSC

- o Tucson Primary PSAP/Fire Secondary PSAP: 21 operator positions
- o Tucson Police Department Secondary PSAP: 21 operator positions

PECOC

- o Pima County Sheriff's Department Primary PSAP: 14 operator positions
- o Drexel Heights Fire District Secondary PSAP: 4 operator positions

At PECOC, design parameters called for a total of twenty-eight (28) 911 consoles to satisfy all 911 needs: PCSD primary PSAP; DHFD secondary PSAP; and COT backup and PCSD/DHFD training needs.

Due to operational size differences, additional, locally supported equipment must be supported at the PECOC facility to meet the equipment needs for an emergency deployment from the TOPSC facility. The State supported equipment would be insufficient to simultaneously meet the needs of all four agencies.

The City of Tucson has specified a need for fourteen (14) operator positions equipped with intelligent workstations to support an emergency deployment from the TOPSC to the PECOC facility. The equipment may otherwise be used to meet training needs for PCSD and DHFD. Although the PCWIN

project has provided the 911 equipment for these positions, annual recurring O&M costs (for software and hardware support) are the burden of the local community.

Cost Sharing Model: Ten (10) additional, locally supported 911 intelligent workstations installed as part of the capital project will be put into service to support emergency deployments at PECOC from the Thomas Price Service Center. The ten (10) positions will be supplemented by four (4) state funded positions allocated to the Pima County Sheriff's Department PSAP which would be made available for City use in an emergency deployment. One (1) of the workstations will be used to meet the daily operational needs of the DHFD and made available to the City during an emergency deployment to PECOC. For the Ten (10) additional, locally supported 911 intelligent workstations, the three jurisdictions will share responsibility for the annual O&M maintenance costs as follows:

- PCSD – 4 positions
- DHFD – 1 position
- City of Tucson – 5 positions

Below is a spreadsheet depicting predicted expenses associated with the 911 support costs at PECOC. Actual expenses may differ.

Because the COT PSAP operations at TOPSC exceed the requirements for both DHFD and PCSD in a backup deployment, no additional 911 positions are necessary. Instead, COT will make available an adequate number of State funded 911 positions for both DHFD and PCSD to utilize in a backup capacity.

APPENDIX A

PECOC 911 PSAP Annual System Operating & Maintenance Cost Projection							
	FY14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	6 Year Totals
33 Position Total	\$4,378.87	\$82,543.03	\$89,937.08	\$100,389.61	\$114,103.61	\$124,266.10	\$515,618.30
Per Position Cost	\$132.69	\$2,501.30	\$2,725.37	\$3,042.11	\$3,457.69	\$3,765.64	
Arizona DoA Support Commitment							
PCSD (14 Positions)	\$1,857.66	\$35,018.26	\$38,155.12	\$42,589.53	\$48,407.59	\$52,718.95	\$218,747.11
Drexel (4 Positions)	\$530.76	\$10,005.22	\$10,901.46	\$12,168.44	\$13,830.74	\$15,062.56	\$62,499.18
Total	\$2,388.42	\$45,023.48	\$49,056.58	\$54,757.97	\$62,238.33	\$67,781.51	\$281,246.29
Local Support Requirements							
Training/Backup (9 Positions)	\$1,194.21	\$22,511.70	\$24,528.33	\$27,378.99	\$31,119.21	\$33,890.76	\$140,623.20
DHFD (1 Position)	\$132.69	\$2,501.30	\$2,725.37	\$3,042.11	\$3,457.69	\$3,765.64	\$15,624.80
Total for 10 positions	\$1,326.90	\$25,013.00	\$27,253.70	\$30,421.10	\$34,576.90	\$37,656.40	\$156,248.00

Number of Locally Supported Positions Responsible For	
Sheriff's Dept.	4
Drexel Heights FD	1
City of Tucson	5

Cost apportioning: 10 locally funded consoles

	FY14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	6 Year Totals
Sheriff's Dept.	\$530.76	\$10,005.20	\$10,901.48	\$12,168.44	\$13,830.76	\$15,062.56	\$62,499.20
Drexel Heights FD	\$132.69	\$2,501.30	\$2,725.37	\$3,042.11	\$3,457.69	\$3,765.64	\$15,624.80
City of Tucson	\$663.45	\$12,506.50	\$13,626.85	\$15,210.55	\$17,288.45	\$18,828.20	\$78,124.00
Total	\$1,326.90	\$25,013.00	\$27,253.70	\$30,421.10	\$34,576.90	\$37,656.40	\$156,248.00

PECOC 911 PSAP System Operating & Maintenance Cost Projection							
3/27/2014							
Proposed 33 Positions	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year Totals
CenturyLink Maint		\$74,950.26	\$82,344.31	\$92,796.84	\$106,510.84	\$116,673.33	\$473,275.58
Adtran TA1500	\$0.00	\$1,421.52	\$1,421.52	\$1,421.52	\$1,421.52	\$1,421.52	\$7,107.60
Adtran CSU/DSU	\$0.00	\$1,792.38	\$1,792.38	\$1,792.38	\$1,792.38	\$1,792.38	\$8,961.90
Cisco	\$4,378.87	\$4,378.87	\$4,378.87	\$4,378.87	\$4,378.87	\$4,378.87	\$26,273.22
33 Position Contracted Total	\$4,378.87	\$82,543.03	\$89,937.08	\$100,389.61	\$114,103.61	\$124,266.10	\$515,618.30
28 Position Invoiced Total		\$71,425.17	\$78,049.79	\$86,894.47	\$99,520.15	\$116,130.09	
Per Position Cost (Contracted)	\$132.69	\$2,501.30	\$2,725.37	\$3,042.11	\$3,457.69	\$3,765.64	
Per Position Cost (Invoiced Avg)		\$2,550.90	\$2,787.49	\$3,103.37	\$3,554.29	\$4,147.50	
Per Position Cost (Invoiced State)		\$3,273.03	\$3,567.86	\$3,959.82	\$4,518.63	\$5,248.19	
Per Position Cost (Invoiced Local)		\$1,251.07	\$1,382.83	\$1,561.77	\$1,818.47	\$2,166.27	
Arizona DoA Support Commitment							
18 Positions (PCSD 14, DHFD 4)		\$58,914.45	\$64,221.54	\$71,276.75	\$81,335.41	\$94,467.39	\$370,215.54
Local Support Requirements							
City of Tucson (5 Positions)		\$6,255.36	\$6,914.13	\$7,808.86	\$9,092.37	\$10,831.35	\$40,902.07
PCSD (4 Positions)		\$5,004.29	\$5,531.30	\$6,247.09	\$7,273.90	\$8,665.08	\$32,721.65
DHFD (1 Position)		\$1,251.07	\$1,382.83	\$1,561.77	\$1,818.47	\$2,166.27	\$8,180.41
Total (10 Positions)	\$0.00	\$12,510.72	\$13,828.25	\$15,617.72	\$18,184.74	\$21,662.70	\$81,804.13