



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 07/02/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

***Project Title/Description:**

Designation of the City of Tucson as the 911 Funding Public Safety Answering Points (PSAPs) System Administrator.

***Purpose:**

As a requirement by the Arizona Department of Administration "ADOA", Pima County PSAPs select the City of Tucson to act as the System Administrator for the Pima County Area. The role of System Administrator is responsible for managing all aspects of the 911 Revolving Fund in the Pima County Area.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To recognize The City of Tucson as the 911 Revolving Fund System Administrator and define their role and responsibilities to act as the fiscal agent for the Pima 911 area.

***Public Benefit:**

To ensure the continuity of operations for 911 emergency services in the Pima County area.

***Metrics Available to Measure Performance:**

To ensure fiscal matters related to the Pima County 911 area are managed timely through the use of the 911 Revolving Fund.

***Retroactive:**

Yes, the contract was effective on 07/01/2023 however the Sheriff's Department received the contract from the City of Tucson on 05/23/2024. The contract agreement states that it is effective regardless of when the agreement is executed by the parties. The first eligible Board of Supervisor meeting is on 07/02/2024.

To: COB 6-4-24(1)
VERS. 1
PGS: 38

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 24*203
Commencement Date: 07/01/2023 Termination Date: 06/30/2028 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 0.00 * Revenue Amount: \$ 0.00

*Funding Source(s) required: N/A

Funding from General Fund? Yes No If Yes \$ %

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 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense 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):

Commencement 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: Jana Wilson

Department: Sheriff

Telephone: 520-351-3322

Department Director Signature: Julia Gates Date: 5/31/2024

Deputy County Administrator Signature: Date:

County Administrator Signature: Date: 6/3/2024

INTERGOVERNMENTAL AGREEMENT REGARDING 911 FUNDING

I. Background and Purpose.

- 1.1. The Emergency Telecommunication Service Revolving Fund (the "**9-1-1 Revolving Fund**") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. The 9-1-1 Revolving Fund is administered by the Arizona Department of Administration ("**ADOA**").
- 1.2. The Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("**PSAPs**"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund.
- 1.3. To qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for a defined geographic area must establish a 9-1-1 planning committee. PSAPs in Pima County have established a planning committee as required by the 9-1-1 Regulations.
- 1.4. The PSAPs in Pima County that are eligible to receive funding from the 9-1-1 Revolving Fund (the "**Pima PSAPs**") are as follows:
 - Tucson 9-1-1 Emergency Communications Center – Primary PSAP
 - Arizona Department of Public Safety Southern Communications Center – Secondary PSAP
 - Marana Police Department – Primary PSAP
 - Oro Valley Police Department – Primary PSAP
 - Pima County Sheriff's Department Ajo – Primary PSAP
 - Pima County Sheriff's Department – Primary PSAP
 - Rural Metro Fire/Medical – Secondary PSAP
 - University of Arizona Police Department – Primary PSAP
 - Valley Emergency Communications Center – Secondary PSAP
 - Global Medical Response Maricopa – Secondary PSAP
- 1.5. ADOA requires one of the PSAP operators for each geographical area to act as the "System Administrator" for that area. The System Administrator acts as the fiscal agent for the distribution of the 9-1-1 Revolving Fund money allocated to the various PSAPs and, with the cooperation of Pima County, manages the area's Master Street Address Guide, which is a database of street names and house number ranges that define Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of

9-1-1 calls.

- 1.6. The Pima PSAPs have selected the City of Tucson, an Arizona municipal corporation and the operator of the largest Pima PSAP (“**Tucson**”), to act as the System Administrator for the Pima County area. In that role, Tucson annually enters into a grant agreement with ADOA regarding the distribution of 9-1-1 Revolving Fund money for the Pima PSAPs (the “**Grant Agreement**”) as well as a GIS Support Memorandum of Understanding (the “**GIS MOU**”).
- 1.7. Under the Grant Agreement, ADOA disburses monies from the 9-1-1 Revolving Fund to Tucson to pay Arizona 9-1-1 Grant Program budgeted expenses for the Pima PSAPs.
- 1.8. The Grant Agreement requires Tucson to have an “MOU” with each Pima PSAP. Tucson and Pima County, a political subdivision of the State of Arizona (“**PSAP Operator**”) are entering into this Agreement to satisfy this requirement and define their respective responsibilities regarding the 9-1-1 system generally and the 9-1-1 Revolving Fund money specifically. If PSAP Operator is a public entity, this Agreement is also an intergovernmental agreement under A.R.S. § 11-951.
- 1.9. The City of Tucson Mayor and Council have authorized the Director of the City’s Public Safety Communications Department to execute this Agreement on the City’s behalf.
2. **Effective Date and Duration.** Regardless of when this Agreement is executed by the parties, it will be deemed for all purposes to have been effective as of July 1, 2023, and will continue in effect through and including June 30, 2028.
3. **Termination.**
 - 3.1. **Voluntary Termination by PSAP Operator.** To the extent permitted by law, the PSAP Operator may terminate this Agreement at any time, with or without cause, upon 60 days' prior written notice to Tucson.
 - 3.2. **If Tucson Ceases Being System Administrator.** This Agreement will automatically terminate if Tucson ceases to serve in the capacity of Pima 9-1-1 System Administrator. If that occurs, Tucson will fully cooperate in transitioning the System Administrator duties to the new System Administrator.
 - 3.3. **If the PSAP Operator is No Longer in the Pima 9-1-1.** This Agreement will automatically terminate if the PSAP Operator ceases to function as a PSAP or chooses to terminate participation in the Pima 9-1-1 planning committee.
 - 3.4. **Cooperation in Event of Termination.** In the event of termination or cancellation of this Agreement, the Parties will cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.
4. **Grant Agreement.** A copy of the current Grant Agreement between Tucson and ADOA is attached to this Agreement as **Exhibit A**. A copy of the current GIS MOU is attached as **Exhibit B**. When the terms “Grant Agreement,” and “GIS MOU” are used in this Agreement, they mean the then-current versions of those documents. Tucson will provide the PSAP Operator a copy of each annual Grant Agreement and GIS MOU, and any other agreement entered into by Tucson in its role as System Administrator, after it has been approved and executed by Tucson.

5. **General Obligations.** Each Party will comply with its responsibilities under this Agreement, the Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable regulations or guidance from ADOA.
 - 5.1. **System Administrator.** Tucson will act as the System Administrator for the Pima 9-1-1 area and will comply with all the terms and conditions of the Grant Agreement and any other agreement entered into in its role as System Administrator. The PSAP Operator acknowledges and agrees that Tucson's obligations under this Agreement to pay expenses of the PSAP Operator are contingent on the receipt of funding from ADOA under the Grant Agreement.
 - 5.2. **Procedures.** The PSAP Operator will comply with specific procedures promulgated by Tucson for activities under this Agreement and will cooperate fully with Tucson to assist Tucson in fulfilling its responsibilities under the Grant Agreement and implementing any ADOA requirements.
 - 5.3. **Communications.** Tucson and the PSAP Operator will maintain open communication with one another regarding matters under this Agreement.
 - 5.4. **Familiarity with Obligations.** Tucson and the PSAP Operator will thoroughly review each Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable ADOA rules or guidance, in order to understand and execute its responsibilities under this Agreement. Specifically, the PSAP Operator certifies that it meets all the funding eligibility criteria listed in the Grant Agreement and any ADOA rule or guidance and it hereby authorizes Tucson to act on its behalf as the System Administrator.
 - 5.5. **Contact Information.** The PSAP Operator will provide to Tucson the name and contact information for the individual designated to act on its behalf with respect to planning committee and under this Agreement.
6. **Service Plans and Budgets.** The PSAP Operator will submit an annual Service Plan to ADOA in compliance with ADOA rules and guidance in order to be eligible for funding and will simultaneously provide a copy of the Service Plan to Tucson. The PSAP Operator will also assist Tucson with preparation of the Pima 9-1-1 budget that Tucson annually submits to ADOA on behalf of all Pima PSAPs.
7. **Payment Requests and Payments.**
 - 7.1. **Contracts.** The PSAP Operator will promptly provide to Tucson a copy of any 9-1-1 system contract that will be paid by Tucson under this Agreement, together with any related supporting documentation or information. Electronic forwarding is preferred in order to expedite processing.
 - 7.2. **Invoices.** The PSAP Operator will arrange for each of its vendors to send a copy of each invoice to Tucson as well and will review each invoice for accuracy and budget compliance. The PSAP Operator will promptly notify Tucson if it finds any inaccuracy or other problem with an invoice and will provide online billing and portal access to invoices when applicable. The PSAP Operator acknowledges that invoices must be submitted in a timely manner for payment under the Grant Agreement and that Tucson may reject any invoice that is not timely submitted.

7.3. **Payments and Reimbursement Requests.** Tucson will timely pay each timely submitted invoice, subject to correction of any defects identified by Tucson or the PSAP Operator and will submit reimbursement requests to ADOA under the Grant Agreement. At the request of the PSAP Operator, Tucson will provide it with bill-payment documentation regarding invoices submitted on its behalf.

7.4. **Reimbursement.** If ADOA does not reimburse Tucson for any invoice paid by Tucson under this Agreement, the PSAP Operator will reimburse Tucson for the expenditure upon demand. If ADOA reimburses Tucson but later determines that the particular expenditure was not allowable or that the PSAP Operator is no longer an eligible funding recipient, the PSAP Operator will promptly return the funds provided, either to Tucson or directly to ADOA.

8. **Reporting and Data Sharing.** The PSAP Operator will provide Tucson with, or provide direct access to, all information and reports, including GIS data, that Tucson needs, in a timely manner, so that Tucson can comply with its record-keeping and reporting requirements under the Grant Agreement and any other agreement entered into by Tucson in its role as System Administrator.

9. **Indemnification and Joint Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties and its officers, officials, agents, employees, and volunteers (each, an "Indemnitee"), from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) suffered or incurred by the Indemnitee as a result of the negligent or wrongful acts or omissions of the Indemnitor, its officers, officials, agents, employees, or volunteers or as a result of the Indemnitor violating the Grant Agreement (including any warranty or certification made by it or made on its behalf) or any other agreement entered into by Tucson as the System Administrator. If a Party receives a third-party claim that is subject to this section, the Parties involved will meet expeditiously to discuss defense of the claim, including proportionate liability and proportionate payment of litigation fees, expenses, and damages. The obligations under this section will survive the termination of this Agreement.

10. **General.**

10.1. **Notice.** Any notice, consent or other communication ("**Notice**") required or permitted under this Agreement must be in writing and either delivered in person, by email, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service, addressed to the recipient as follows, or as otherwise directed by the Party in writing:

Tucson: Public Safety Communications Department
ATTN: 911 Administrator
4004 S Park Ave
Bldg. #2
Tucson, AZ 85714

Or

contactpscd@tucsonaz.gov

PSAP Operator: contract information in the PSAP Operator's then-current service plan.

10.2. **Amendment.** This Agreement may be amended only by a written document executed by a

duly authorized representative of each of the Parties.

- 10.3. **Third Parties.** This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement.
- 10.4. **Compliance with Applicable Laws.** Each Party will comply with all applicable laws, statutes, ordinances, executive orders, rules, will, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.
- 10.5. **Conflict of Interest.** This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.
- 10.6. **Waiver.** The waiver by either Party of any breach of any term, covenant or condition of this Agreement is not a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.
- 10.7. **Force Majeure.** Neither Party will be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch.
- 10.8. **Assignment.** Neither Party may assign its rights or obligations under this Agreement to another entity.
- 10.9. **Entire Agreement.** This Agreement, together with its exhibits and the annual Grant Agreements and other agreements entered into by Tucson in its role as System Administrator, represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, either expressed or implied, written or oral.
- 10.10 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement must be instituted only in a court of proper jurisdiction in Pima County, Arizona.
- 10.11 **Severability.** If any term or provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions will not be affected.
- 10.12 **Headings.** Section headings are inserted in this Agreement solely for convenience and the section headings do not by themselves modify the meaning of any provision of this Agreement.

- 10.13 **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- 10.14 **Compliance with Civil Rights.** The Parties will comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- 10.15 **Joint Venture.** Nothing in this Agreement creates any partnership, joint venture or employment relationship among the Parties or creates any employer-employee relationship between a Party and the employees of any other Party.
- 10.16 **Supervision.** No employee, agent, or servant of a Party is, by virtue of this Agreement, an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.
- 10.17 **E-Verify.** To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty will be deemed a material breach of the Agreement that could result in its termination.
- 10.18 **Workers' Compensation.** Each Party will comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party is the primary employer of all personnel currently or hereafter employed by that Party and that Party has sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

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PIMA COUNTY, a political subdivision of the State of Arizona. CITY OF TUCSON

Chair, Board of Supervisors

Communications Department Director

Date

ATTEST

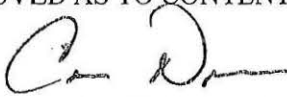
ATTEST

Clerk of the Board

City Clerk

Date

APPROVED AS TO CONTENT



Pima County Sheriff


May 23, 2024
Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

CITY OF TUCSON


SEAN HOLGUIN
Deputy County Attorney

City Attorney

EXHIBIT A

ADOPTED BY THE
MAYOR AND COUNCIL

July 18, 2023

RESOLUTION NO. 23641

RELATING TO THE ARIZONA 9-1-1 PROGRAM AND THE 9-1-1 REVOLVING FUND; ACCEPTING DESIGNATION OF THE CITY OF TUCSON AS THE SYSTEM ADMINISTRATOR FOR THE PUBLIC SAFETY ANSWERING POINTS WHO PARTICIPATE IN THE PIMA 9-1-1 PLANNING COMMITTEE; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THOSE PUBLIC SERVICE ANSWERING POINTS REGARDING THE CITY'S ROLE AS SYSTEM ADMINISTRATOR; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR FISCAL YEARS 2024 THROUGH 2028; AND DECLARING AN EMERGENCY.

WHEREAS the Emergency Telecommunication Service Revolving Fund (the "**9-1-1 Revolving Fund**") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402; and

WHEREAS the 9-1-1 Revolving Fund is administered by the Arizona Department of Administration ("**ADOA**"); and

WHEREAS the Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("**PSAPs**"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund; and

WHEREAS to qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for a defined geographic area must establish a 9-1-1 planning committee, and the PSAPs within Pima County have done so; and

WHEREAS ADOA requires one of the PSAP operators for each geographical area to act as the "System Administrator" for that area and enter into a grant agreement with ADOA each year (the "**Grant Agreement**"), on behalf of all the area PSAPs, and act as the fiscal agent for the distribution of 9-1-1 Revolving Fund money to the PSAPs; and

WHEREAS the System Administrator is also required to enter into a GIS Support Memorandum of Understanding (the "**GIS MOU**") with ADOA; and

WHEREAS the City's Public Safety Communications Department is the largest of the PSAPs in Pima County and those PSAPs have selected the City to act as System Administrator for them; and

WHEREAS in its role as System Administrator the City must have an agreement with each of the PSAPs (the "**PSAP Agreements**").

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The City hereby agrees to act as the System Administrator for the Pima County PSAPs for fiscal years 2024 through 2028.

SECTION 2. The Grant Agreement attached to this Resolution as Exhibit 1 and the GIS MOU attached to this Resolution as Exhibit 2 are hereby approved.

SECTION 3. The Director of the City's Public Safety Communications Department (the "**PSCD Director**") is hereby authorized and directed to do the following:

- A. Execute on behalf of the City the Grant Agreement and the GIS MOU.
- B. Execute on behalf of the City similar Grant Agreements and GIS MOUs for fiscal years 2025 through 2028 as required by ADOA in order to maintain the City's role as System Administrator.

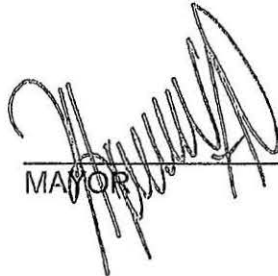
C. Execute on behalf of the City an agreement with each of the Pima County PSAPs, provided that it is in substantially the form attached to this Resolution as Exhibit 3.

D. Execute on behalf of the City any other agreements that ADOA requires with the City in its role as System Administrator, subject to review and approval as to form by the City Attorney's Office.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

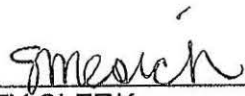
SECTION 5. WHEREAS it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, July 18, 2023.



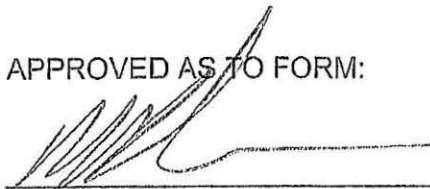
MAYOR

ATTEST:



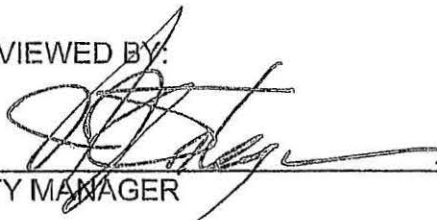
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

JH/dv
06/30/2023

Arizona Department of Administration Arizona 9-1-1 Program Grant Agreement

1. Background and Purpose.

- 1.1. The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. The 9-1-1 Revolving Fund is administered by the Arizona Department of Administration ("ADOA").
- 1.2. The Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("PSAPs"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund.
- 1.3. To qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for a defined geographic area must establish a 9-1-1 planning committee. PSAPs in Pima County have established a planning committee as required by the 9-1-1 Regulations.
- 1.4. The PSAPs in Pima County that are eligible to receive funding from the 9-1-1 Revolving Fund (the "Pima PSAPs") are as follows:
 - Tucson 9-1-1 Emergency Communications Center – Primary PSAP
 - Arizona Department of Public Safety Southern Communications Center – Secondary PSAP
 - Marana Police Department – Primary PSAP
 - Oro Valley Police Department – Primary PSAP
 - Pima County Sheriff's Department Ajo – Primary PSAP
 - Pima County Sheriff's Department – Primary PSAP
 - Rural Metro Fire/Medical – Secondary PSAP
 - University of Arizona Police Department – Primary PSAP
 - Valley Emergency Communications Center – Secondary PSAP
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and, with the cooperation of Pima County, manages the area's Master Street Address Guide, which is a database of street names and house number ranges that define Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

- 1.6. The Pima PSAPs have selected the City of Tucson, an Arizona municipal corporation and the operator of the largest Pima PSAP ("Tucson"), to act as the System Administrator for the Pima County area. In that role, Tucson annually enters into a grant agreement with ADOA regarding the distribution of 9-1-1 Revolving Fund money for the Pima PSAPs (the "Grant Agreement") as well as a GIS Support Memorandum of Understanding (the "GIS MOU").
- 1.7. Under the Grant Agreement, ADOA disburses monies from the 9-1-1 Revolving Fund to Tucson to pay Arizona 9-1-1 Grant Program budgeted expenses for the Pima PSAPs.
- 1.8. The Grant Agreement requires Tucson to have an "MOU" with each Pima PSAP. Tucson and [Arizona Department of Public Safety, an agency of the State of Arizona] [Town of Marana, an Arizona municipal corporation][Town of Oro Valley, an Arizona municipal corporation] [Pima County, a political subdivision of the State of Arizona] [Rural/Metro Fire Depart., Inc., an Arizona corporation] [Arizona Board of Regents on behalf of the University of Arizona] [Drexel Heights Fire District, an Arizona fire district¹] ("PSAP Operator") are entering into this Agreement to satisfy this requirement and define their respective responsibilities regarding the 9-1-1 system generally and the 9-1-1 Revolving Fund money specifically. If PSAP Operator is a public entity, this Agreement is also an intergovernmental agreement under A.R.S. § 11-951.
- 1.9. The City of Tucson Mayor and Council have authorized the Director of the City's Public Safety Communications Department to execute this Agreement on the City's behalf.
2. **Effective Date and Duration.** Regardless of when this Agreement is executed by the parties, it will be deemed for all purposes to have been effective as of July 1, 2023 and will continue in effect through and including June 30, 2028.
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 - 3.2. **If Tucson Ceases Being System Administrator.** This Agreement will automatically terminate if Tucson ceases to serve in the capacity of Pima 9-1-1 System Administrator. If

¹ The VECC website says it was created by an IGA between the Drexel Heights fire District and the Green Valley Fire District, but there doesn't appear to be an actual separate legal entity. The name, and the "VECC" are tradenames owned by Drexel Heights. Rural Metro is the only private company.

that occurs, Tucson will fully cooperate in transitioning the System Administrator duties to the new System Administrator.

- 3.3. **If the PSAP Operator is No Longer in the Pima 9-1-1.** This Agreement will automatically terminate if the PSAP Operator ceases to function as a PSAP or chooses to terminate participation in the Pima 9-1-1 planning committee.
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4. **Grant Agreement.** A copy of the current Grant Agreement between Tucson and ADOA is attached to this Agreement as **Exhibit A**. A copy of the current GIS MOU is attached as **Exhibit B**. When the terms "Grant Agreement," and "GIS MOU" are used in this Agreement, they mean the then-current versions of those documents. Tucson will provide the PSAP Operator a copy of each annual Grant Agreement and GIS MOU, and any other agreement entered into by Tucson in its role as System Administrator, after it has been approved and executed by Tucson.
5. **General Obligations.** Each Party will comply with its responsibilities under this Agreement, the Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable regulations or guidance from ADOA.
 - 5.1. **System Administrator.** Tucson will act as the System Administrator for the Pima 9-1-1 area and will comply with all the terms and conditions of the Grant Agreement and any other agreement entered into in its role as System Administrator. The PSAP Operator acknowledges and agrees that Tucson's obligations under this Agreement to pay expenses of the PSAP Operator are contingent on the receipt of funding from ADOA under the Grant Agreement.
 - 5.2. **Procedures.** The PSAP Operator will comply with specific procedures promulgated by Tucson for activities under this Agreement and will cooperate fully with Tucson to assist Tucson in fulfilling its responsibilities under the Grant Agreement and implementing any ADOA requirements.
 - 5.3. **Communications.** Tucson and the PSAP Operator will maintain open communication with one another regarding matters under this Agreement.
 - 5.4. **Familiarity with Obligations.** Tucson and the PSAP Operator will thoroughly review each Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable ADOA rules or guidance, in order to understand and execute its responsibilities under this Agreement. Specifically, the PSAP Operator certifies that it meets all the funding eligibility criteria listed in the Grant Agreement and any ADOA rule or guidance and it hereby authorizes Tucson to act on its behalf as the System Administrator.
 - 5.5. **Contact Information.** The PSAP Operator will provide to Tucson the name and

contact information for the individual designated to act on its behalf with respect to planning committee and under this Agreement.

6. **Service Plans and Budgets.** The PSAP Operator will submit an annual Service Plan to ADOA in compliance with ADOA rules and guidance in order to be eligible for funding and will simultaneously provide a copy of the Service Plan to Tucson. The PSAP Operator will also assist Tucson with preparation of the Pima 9-1-1 budget that Tucson annually submits to ADOA on behalf of all Pima PSAPs.
7. **Payment Requests and Payments.**
 - 7.1. **Contracts.** The PSAP Operator will promptly provide to Tucson a copy of any 9-1-1 system contract that will be paid by Tucson under this Agreement, together with any related supporting documentation or information. Electronic forwarding is preferred in order to expedite processing.
 - 7.2. **Invoices.** The PSAP Operator will arrange for each of its vendors to send a copy of each invoice to Tucson as well and will review each invoice for accuracy and budget compliance. The PSAP Operator will promptly notify Tucson if it finds any inaccuracy or other problem with an invoice and will provide online billing and portal access to invoices when applicable. The PSAP Operator acknowledges that invoices must be submitted in a timely manner for payment under the Grant Agreement and that Tucson may reject any invoice that is not timely submitted.
 - 7.3. **Payments and Reimbursement Requests.** Tucson will timely pay each timely submitted invoice, subject to correction of any defects identified by Tucson or the PSAP Operator and will submit reimbursement requests to ADOA under the Grant Agreement. At the request of the PSAP Operator, Tucson will provide it with bill-payment documentation regarding invoices submitted on its behalf.
 - 7.4. **Reimbursement.** If ADOA does not reimburse Tucson for any invoice paid by Tucson under this Agreement, the PSAP Operator will reimburse Tucson for the expenditure upon demand. If ADOA reimburses Tucson but later determines that the particular expenditure was not allowable or that the PSAP Operator is no longer an eligible funding recipient, the PSAP Operator will promptly return the funds provided, either to Tucson or directly to ADOA.
8. **Reporting and Data Sharing.** The PSAP Operator will provide Tucson with, or provide direct access to, all information and reports, including GIS data, that Tucson needs, in a timely manner, so that Tucson can comply with its record-keeping and reporting requirements under the Grant Agreement and any other agreement entered into by Tucson in its role as System Administrator.
- 8.1. **Indemnification and Joint Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties and its officers, officials, agents, employees, and volunteers (each, an "Indemnitee"), from and against any and all claims, losses, liability, costs or expenses (including reasonable

attorney's fees) suffered or incurred by the Indemnitee as a result of the negligent or wrongful acts or omissions of the Indemnitor, its officers, officials, agents, employees, or volunteers or as a result of the Indemnitor violating the Grant Agreement (including any warranty or certification made by it or made on its behalf) or any other agreement entered into by Tucson as the System Administrator. If a Party receives a third-party claim that is subject to this section, the Parties involved will meet expeditiously to agree upon a common and mutual defense pursuant to the subsection below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this section will survive the termination of this Agreement.

9. General.

- 9.1. **Notice.** Any notice, consent or other communication ("Notice") required or permitted under this Agreement must be in writing and either delivered in person, by email, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service, addressed to the recipient as follows, or as otherwise directed by the Party in writing:

Tucson: Public Safety Communications Department
4004 S Park Ave, Building 2
Tucson, AZ 85714
Email: contactPSCD@tucsonaz.gov

PSAP Operator: contract information in the PSAP Operator's then-current service plan.

- 9.2. **Amendment.** This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.
- 9.3. **Third Parties.** This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement.
- 9.4. **Compliance with Applicable Laws.** Each Party will comply with all applicable laws, statutes, ordinances, executive orders, rules, will, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.
- 9.5. **Conflict of Interest.** This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.
- 9.6. **Waiver.** The waiver by either Party of any breach of any term, covenant or condition of this Agreement is not a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.
- 9.7. **Force Majeure.** Neither Party will be in default in the performance of any obligations

under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch.

- 9.8. **Assignment.** Neither Party may assign its rights or obligations under this Agreement to another entity.
- 9.9. **Entire Agreement.** This Agreement, together with its exhibits and the annual Grant Agreements and other agreements entered into by Tucson in its role as System Administrator, represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, either expressed or implied, written or oral.
- 9.10. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement must be instituted only in a court of proper jurisdiction in Pima County, Arizona.
- 9.11. **Severability.** If any term or provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions will not be affected.
- 9.12. **Headings.** Section headings are inserted in this Agreement solely for convenience and the section headings do not by themselves modify the meaning of any provision of this Agreement.
- 9.13. **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- 9.14. **Compliance with Civil Rights.** The Parties will comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- 9.15. **Joint Venture.** Nothing in this Agreement creates any partnership, joint venture or employment relationship among the Parties or creates any employer-employee relationship between a Party and the employees of any other Party.
- 9.16. **Supervision.** No employee, agent, or servant of a Party is, by virtue of this Agreement, an

employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.


9.17. **E-Verify.** To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty will be deemed a material breach of the Agreement that could result in its termination.

9.18. **Workers' Compensation.** Each Party will comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party is the primary employer of all personnel currently or hereafter employed by that Party and that Party has sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

[NAME OF PSAP OPERATOR]:

CITY OF TUCSON

[Name]
[Title]

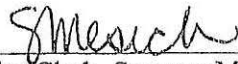

Sharon McDonough
Communications-Department Director

July 18, 2023

Date:

ATTEST:

ATTEST:


City Clerk, Suzanne Mesich

July 18, 2023

Date:

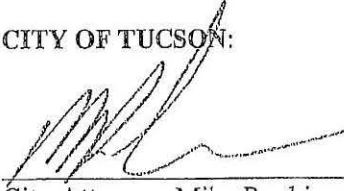
Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between [NAME] and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

[NAME]:

CITY OF TUCSON:

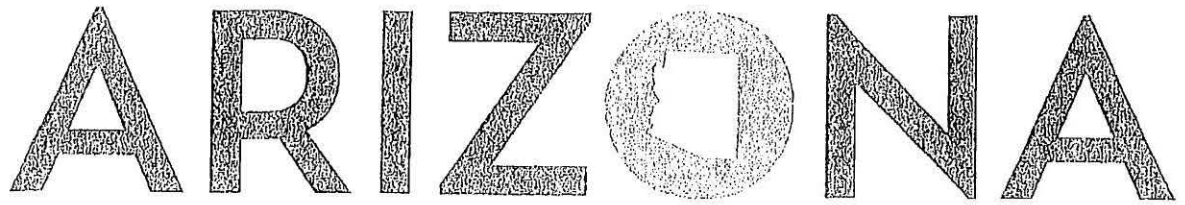
[Title]


City Attorney, Mike Rankin

July 18, 2023

Date:

EXHIBIT B



DEPARTMENT OF ADMINISTRATION
TECHNOLOGY

**Arizona 9-1-1 Program
Memorandum of Understanding (MOU)
Geospatial Support Services for
Next Generation 9-1-1**

For Assistance:

If you have questions about this MOU, please contact:

Travis Jensen, Program Manager

travis.jensen@azdoa.gov

Eric Shreve, 9-1-1 Geospatial Manager

eric.shreve@azdoa.gov

Prepared April 2023

Arizona Department of Administration

Arizona 9-1-1 Program

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**ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
MEMORANDUM OF UNDERSTANDING FOR
GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SUPPORT SERVICES**

This Memorandum of Understanding (MOU) between the Arizona 9-1-1 Program (Program) managed by the Arizona Department of Administration (ADOA) and System Administrator signatory to this MOU which manages 911 systems (Systems). This MOU outlines the roles, responsibilities, and expectations of the parties in relation to the provision of GIS in support of Next Generation (NG) 9-1-1 in the State of Arizona.

WHEREAS, the Arizona 9-1-1 Program and 911 systems managed by System Administrators both recognize the importance of providing GIS for communities in the State of Arizona in order to improve the efficiency and effectiveness of emergency response; and

WHEREAS, ADOA has the authority to enter into this MOU in order to achieve this purpose pursuant to A.R.S. 18-104 A 15;

NOW THEREFORE, the Arizona 9-1-1 Program and the System Administrator (on behalf of the 911 Systems it manages) agree to enter into this MOU in order to clarify responsibilities for GIS in support of NG911 Systems for communities in Arizona.

The parties agree to the terms and conditions contained in this MOU as follows:

Section 1: Purpose

The purpose of this MOU is to establish a relationship between the Arizona 9-1-1 Program within the Arizona Department of Administration and the System Administrator of the 911 Systems to which this MOU applies. This MOU is designed to clarify the GIS capabilities required by the System Administrator (and the PSAPs under this management) and to identify GIS support that may be available for communities in the State of Arizona.

The capabilities and related support will include:

- creating and maintaining accurate and up-to-date geospatial data layers
- resolving ALI/TN/MSAG discrepancies
- integrating GIS data including site structure address points, road centerlines, emergency service boundaries, into emergency response systems
- updating Vesta Map Local
- submitting geospatial data to GeoComm
- helping to maintain geospatial continuity for NG9-1-1 routing

The underlying goal of these arrangements are to improve the efficiency and effectiveness of emergency response in Arizona communities utilizing Next Generation (NG) 911 technology.

Section 2: Definitions

Definitions used in this document are listed below. Some of the technical definitions were taken from the NENA Knowledge Base Glossary - National Emergency Number Association in effect at the time of this MOU.

- **Automatic Location Information (ALI)** is the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
- **Computer Aided Dispatcher (CAD)** is a computer-based system, which aids PSAP Telecommunicators by automating selected dispatching and record keeping activities.
- **Emergency Call Routing Function (ECRF) Emergency Service Boundary** is a functional element in NGCS (Next Generation Core Services) which is a LoST (Location-to-Service Translation) protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
- **Emergency Service IP Network (ESInet)** is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network. See NG9-1-1 Core Services.
- **Geographic Information System (GIS)** is a system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced.
- **Location Validation Function (LVF)** is a functional element in an NGCS (Next Generation 9-1-1 Core Services) that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency call, and adequate and specific enough to direct responders to the right location.
- **Master Street Address Guide (MSAG)** is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
- **National Emergency Number Association (NENA)** is referred to as The 9-1-1 Association, which is fully dedicated to the continued improvement and modernization of the 9-1-1 emergency communication system. NENA's approach includes research, standards development, training, education, certification, outreach, and advocacy through communication with stakeholders. As an ANSI-accredited Standards Developer, NENA works with 9-1-1 professionals, public policy leaders, emergency services and telecommunications industry partners, like-minded public safety associations, and more. Current NENA activities center on awareness, documentation, and implementation for Next Generation 9-1-1 (NG9-1-1) and international three-digit emergency communication systems. NENA's worldwide members join with the emergency response community in striving to protect human life, preserve property, and maintain the security of all communities.

- **Next Generation 9-1-1 (NG9-1-1)** is an IP-based system comprised of hardware, software, data, and operational policies and procedures that:
 - (A) provides standardized interfaces from emergency call and message services to support emergency communications;
 - (B) processes all types of emergency calls, including voice, data, and multimedia information;
 - (C) acquires and integrates additional emergency call data useful to call routing and handling;
 - (D) delivers the emergency calls, messages, and data to the appropriate public safety answering point and other appropriate emergency entities;
 - (E) supports data or video communications needs for coordinated incident response and management.
- **Next-Generation Core Services (NGCS)** is the set of services needed to process a 9-1-1 call on an ESI-net. It includes, but is not limited to, the ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services, and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See Emergency Services IP Network.
- **Public Safety Answering Point (PSAP)** is a physical or virtual entity where 9-1-1 calls are delivered by the 9-1-1 Service Provider.
- **RCL (Road Centerlines)** is a GIS feature that represents a centerline of a roadway. Each RCL segment has a beginning point, end point and consequently a direction of flow from beginning to end. A RCL typically has street number range information (High and Low) attributed to each segment in order to facilitate geocoding.
- **Site Structure Address Points** Any city-style address that includes a house number and a street name is considered a Civic Address. Civic Addresses include a community name that may or may not be recognized by the USPS or be MSAG valid. Civic Addresses may be used as Postal addresses if recognized by the USPS. Civic Addresses may be used as MSAG addresses if they are an exact match to the MSAG address. A rural route delivery address or FPO or APO address is not considered a Civic Address.

Section 3: Scope

3.0 The Systems wishing to utilize NG911 technology provided by the State of Arizona through its Program must perform activities related to implementing and operating of their respective emergency telecommunication system as follows:

- 3.01 Site Structure Address Point: creating and maintaining accurate and up-to-date site structure address points for emergency response.
- 3.02 Road Centerline: creating and maintaining accurate and up-to-date road centerlines for use in emergency response.
- 3.03 Emergency Service Boundary: creating and maintaining accurate and up-to-date emergency service boundaries for use in emergency response.

- 3.04 Resolving ALI/TN/MSAG Discrepancies: resolving any discrepancies in the Automatic Location Information (ALI), Telecommunication Number (TN), and Master Street Address Guide (MSAG) systems that may impact NG911 call routing.
- 3.05 Field Verify Address Discrepancies: verifying address discrepancies and providing mobile tools such as Survey123 and ArcGIS Field Maps to verify civic locations.
- 3.06 Updating Vesta Map Local and Solacom Guardian: submitting geospatial data to GeoComm for inclusion in the Vesta Map Local system and updating Solacom Guardian mapping as needed.
- 3.07 Updating unique requirements for RapidDeploy Radius Map: updating any unique requirements for the RapidDeploy Radius Map as needed.
- 3.08 CAD GIS support from NG9-1-1 datasets: integrating GIS data from NG9-1-1 datasets into Computer Aided Dispatch (CAD) Systems, as needed.
- 3.09 Arizona Spatial Data Infrastructure (SDI): leveraging and standing up processes/workflows on Arizona Spatial Data Infrastructure (SDI), known as AZGeo, when a 9-1-1 system cannot stand up GIS Enterprise Infrastructure and leverage web-based editing tools.
- 3.10 1Spatial: using 1Spatial's reporting solution 1Data Gateway to show data quality, quantity, and time when data was last submitted to the Program for synchronization into the Spatial Interface (SI) at least quarterly. The following data layers will be shared although additional data layers may be requested in support of the statewide initiative.
 - Road Centerlines
 - Site Structure Address Points
 - Emergency Service Zone and/or Emergency Service Boundaries to Include PSAP, Law, Fire, and EMS
 - Provisioning Boundary
 - Parcels
- 3.11 Additional GIS or mapping support services: taking all actions to comply with GIS requirements for geospatial call routing, which includes having accurate and up-to-date geographic data for the areas covered by the 9-1-1 System and providing additional GIS, GIS Infrastructure, or mapping support services as needed to assure compliance regardless of funding availability. .

Section 4: Obligations of the Parties

- 4.01 First, the System Administrators, either directly or through the PSAPs in their purview shall provide the necessary resources and support to carry out the activities outlined in Section 2 and elsewhere in this MOU. They will also provide access to relevant data and systems, collaborate with the Program and State contracted vendors, and participate in training or technical assistance to advance its capabilities.

- 4.02 Second, the Program will provide GIS support to the System Administrator as outlined in the Scope (Section 2) of this MOU as necessary and appropriate subject to staffing and funding limitations prioritized based on the criticality of need as determined by the Program and at their sole discretion.
 - 4.02.01 The support will include identified specific projects or activities to improve or maintain its GIS capabilities, based upon evidence or documentation to support the need.
 - 4.02.02 If the 9-1-1 system cannot remediate the issues within a two-week window or is non-communicative, the 9-1-1 program will make the necessary changes and process the data. The updated dataset will then be provided to the 9-1-1 system to integrate into their
- 4.03 Third, and to the extent necessary, the System Administrator and/or the PSAP within its jurisdiction shall engage State GIS contracted vendors under existing State contracts to close any significant gaps in their capabilities.
- 4.04 The System Administrator and the State 911 Program will each designate a primary point of contact for coordinating and communicating regarding the activities outlined in this MOU.
- 4.05 All statements in this MOU made by the System Administrator, bind all Public Safety Answering Points (PSPs) within the territory that the System Administrator covers. Any exceptions must be noted in advance in writing as an addendum to this MOU.

Section 5: Governance

5.0 A.R.S. 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund. The substantive laws and rules of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this MOU.

- 5.01 The Program oversees the NG9-1-1 GIS system in Arizona.
- 5.02 The Program has the authority to develop and maintain the NG9-1-1 GIS system.
- 5.03 System Administrators will comply with the rules and regulations established by the Program about the NG9-1-1 GIS system including its authorized users.
- 5.04 The Program will determine asset ownership for the NG9-1-1 GIS system by the rules and regulations established by the Program
- 5.05 The Program will determine financial obligations for the NG9-1-1 GIS system in accordance with the rules and regulations established by the Program.
- 5.06 The Program will maintain the NG9-1-1 GIS system, including networks, equipment, techniques, and licenses.
- 5.07 System Administrator will cooperate with the Program to maintain the NG9-1-1 GIS system and provide necessary resources and support in relation to its coverage area

Section 6: Policy

6.0 It is agreed and understood by the parties that:

- 6.01 The Program will develop practices, procedures, methods, and standards for the Program about the NG9-1-1 GIS system.
- 6.02 System Administrators will follow the practices, procedures, methods, and standards established by the Program about the NG9-1-1 GIS system.
- 6.03 The Program will determine the authorized use of the NG9-1-1 GIS system and network by state law and the rules and regulations established by the Program.
- 6.06 The System Administrator shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Section 7: Term; Amendments

- 7.01 Term: This Agreement will commence on July 1, 2023 and terminate on June 30, 2024 unless otherwise extended or renewed. This agreement expires at the end of its term unless the System Administrator has obtained prior written Program approval for an extension or renewal.
- 7.02 Extension: A request for an extension must be received by the Program sixty (60) days before the end of the term of the MOU. The Program, in its sole discretion, may approve an extension to further the goals and objectives of the relationship and determine the length of any such extension.
- 7.03 Renewal: This MOU may be renewed at the beginning of each state fiscal year upon mutual agreement of both parties in writing.
- 7.03 Updates: The Program and the System Administrator may initiate updates or changes to this MOU as needed. Updates or changes to this MOU will be made in writing and must be agreed upon by both parties.

Section 8: Commitment

This MOU is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this MOU and no other understanding either oral or in writing shall be binding. The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU. The System Administrator shall not assign any right nor delegate any duty under this MOU without the prior written approval of the State. The State shall not unreasonably withhold approval.

Section 9: Arbitration

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Section 10: Availability of Funds

- 10.01 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this MOU beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this MOU beyond the current State Fiscal Year until funds are made available for performance of this MOU.
- 10.02 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and the related services are not funded, the State may take any of the following actions:
 - 10.02.1. Cancel the MOU; or
 - 10.02.2. Cancel the MOU and re-acquire the services in another manner.

Section 11: Indemnification

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (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.

Section 12: Force Majeure

Neither the System Administrator nor State shall be liable to the other nor deemed in default under this MOU if and to the extent that such party's performance of this MOU is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 13: Confidentiality and Data Privacy

- 13.01 This Section 13 applies to the extent the subject of this MOU includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 13.02 **Data Protection and Confidentiality of Information.** System Administrator warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created in any way related to this MOU, provided to System Administrator by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:
- 13.02.01 System Administrator shall provide the State with a copy of its Disaster Recovery Plan upon request. The Disaster Recovery Plan shall outline the System Administrator's actions, with timelines, in the event of a natural disaster, cyber-attack or loss of ability to operate and perform services under this MOU.
- 13.02.02 System Administrator shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external data breach, internal data breach, system failure, or procedural lapse within twenty-four (24) hours of a data breach, by sending an email to the Arizona Department of Homeland Security at AZSOC@azdohs.gov, reporting the incident that occurred; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- 13.02.03 System Administrator shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the MOU, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.
- 13.03 **Personally Identifiable Information.** Without limiting the generality of the above, System Administrator warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the MOU. For purposes of this paragraph:
- 13.03.01 PII has the meaning given in the Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.03.02 "protect" means taking measures to safeguard personally identifiable information and prevent its data breach that are functionally equivalent to those called for in that OMB Memorandum and elaborated on in the General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:
<https://dpold.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at:
[https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

Section 14: Termination for Default

14.01. The State may terminate the MOU in whole or in part due to the failure of the System Administrator to comply with any term or condition of the MOU, or to make satisfactory progress in performing the MOU. The State shall provide written notice of the termination and the reasons for it to the System Administrator. Upon termination under this paragraph, all documents, data, and reports prepared by the System Administrator under the MOU shall become the property of and be delivered to the State on demand.

14.02. The State may, upon termination of this MOU, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this MOU.

14.03 The System Administrator shall continue to perform, in accordance with the requirements of the MOU, up to the date of termination, as directed in the termination notice.

Section 15: Signatures

All finalized attachments should be included for each party to review before signing. There should be the corresponding number of original copies of the Agreement to sign as there are parties, for each party to have a signed original for their official government record.

15.01 This Agreement is executed in duplicate originals.

[State of Arizona 9-1-1 Program]


By: _____

Printed Name: _____

Title: _____

Date: _____

[9-1-1 System Administrator]

By:  _____

Printed Name: Sharon McDonough

Title: Public Safety Communications Director

Date: July 18, 2023

Arizona Department of Administration Arizona 9-1-1 Program Grant Agreement

1. Background and Purpose.

- 1.1. The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. The 9-1-1 Revolving Fund is administered by the Arizona Department of Administration ("ADOA").
- 1.2. The Arizona 9-1-1 Program is designed to assist Public Safety Answering Points ("PSAPs"), which are operated by regional and local governmental jurisdictions and private emergency-services companies, perform activities related to implementation and operation of their respective emergency telecommunication systems using funds from the 9-1-1 Revolving Fund.
- 1.3. To qualify for funding from the 9-1-1 Revolving Fund, the PSAPs for a defined geographic area must establish a 9-1-1 planning committee. PSAPs in Pima County have established a planning committee as required by the 9-1-1 Regulations.
- 1.4. The PSAPs in Pima County that are eligible to receive funding from the 9-1-1 Revolving Fund (the "Pima PSAPs") are as follows:
 - Tucson 9-1-1 Emergency Communications Center – Primary PSAP
 - Arizona Department of Public Safety Southern Communications Center – Secondary PSAP
 - Marana Police Department – Primary PSAP
 - Oro Valley Police Department – Primary PSAP
 - Pima County Sheriff's Department Ajo – Primary PSAP
 - Pima County Sheriff's Department – Primary PSAP
 - Rural Metro Fire/Medical – Secondary PSAP
 - University of Arizona Police Department – Primary PSAP
 - Valley Emergency Communications Center – Secondary PSAP
- 1.5. ADOA requires one of the PSAP operators for each geographical area to act as the "System Administrator" for that area. The System Administrator acts as the fiscal agent for the distribution of the 9-1-1 Revolving Fund money allocated to the various PSAPs

and, with the cooperation of Pima County, manages the area's Master Street Address Guide, which is a database of street names and house number ranges that define Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

- 1.6. The Pima PSAPs have selected the City of Tucson, an Arizona municipal corporation and the operator of the largest Pima PSAP ("Tucson"), to act as the System Administrator for the Pima County area. In that role, Tucson annually enters into a grant agreement with ADOA regarding the distribution of 9-1-1 Revolving Fund money for the Pima PSAPs (the "Grant Agreement") as well as a GIS Support Memorandum of Understanding (the "GIS MOU").
- 1.7. Under the Grant Agreement, ADOA disburses monies from the 9-1-1 Revolving Fund to Tucson to pay Arizona 9-1-1 Grant Program budgeted expenses for the Pima PSAPs.
- 1.8. The Grant Agreement requires Tucson to have an "MOU" with each Pima PSAP. Tucson and [Arizona Department of Public Safety, an agency of the State of Arizona] [Town of Marana, an Arizona municipal corporation][Town of Oro Valley, an Arizona municipal corporation] [Pima County, a political subdivision of the State of Arizona] [Rural/Metro Fire Depart., Inc., an Arizona corporation] [Arizona Board of Regents on behalf of the University of Arizona] [Drexel Heights Fire District, an Arizona fire district¹] ("PSAP Operator") are entering into this Agreement to satisfy this requirement and define their respective responsibilities regarding the 9-1-1 system generally and the 9-1-1 Revolving Fund money specifically. If PSAP Operator is a public entity, this Agreement is also an intergovernmental agreement under A.R.S. § 11-951.
- 1.9. The City of Tucson Mayor and Council have authorized the Director of the City's Public Safety Communications Department to execute this Agreement on the City's behalf.
2. **Effective Date and Duration.** Regardless of when this Agreement is executed by the parties, it will be deemed for all purposes to have been effective as of July 1, 2023 and will continue in effect through and including June 30, 2028.
3. **Termination.**
 - 3.1. **Voluntary Termination by PSAP Operator.** To the extent permitted by law, the PSAP Operator may terminate this Agreement at any time, with or without cause, upon 60 days' prior written notice to Tucson.
 - 3.2. **If Tucson Ceases Being System Administrator.** This Agreement will automatically terminate if Tucson ceases to serve in the capacity of Pima 9-1-1 System Administrator. If

¹ The VECC website says it was created by an IGA between the Drexel Heights fire District and the Green Valley Fire District, but there doesn't appear to be an actual separate legal entity. The name, and the "VECC" are tradenames owned by Drexel Heights. Rural Metro is the only private company.

that occurs, Tucson will fully cooperate in transitioning the System Administrator duties to the new System Administrator.

- 3.3. **If the PSAP Operator is No Longer in the Pima 9-1-1.** This Agreement will automatically terminate if the PSAP Operator ceases to function as a PSAP or chooses to terminate participation in the Pima 9-1-1 planning committee.
- 3.4. **Cooperation in Event of Termination.** In the event of termination or cancellation of this Agreement, the Parties will cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.
4. **Grant Agreement.** A copy of the current Grant Agreement between Tucson and ADOA is attached to this Agreement as **Exhibit A**. A copy of the current GIS MOU is attached as **Exhibit B**. When the terms "Grant Agreement," and "GIS MOU" are used in this Agreement, they mean the then-current versions of those documents. Tucson will provide the PSAP Operator a copy of each annual Grant Agreement and GIS MOU, and any other agreement entered into by Tucson in its role as System Administrator, after it has been approved and executed by Tucson.
5. **General Obligations.** Each Party will comply with its responsibilities under this Agreement, the Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable regulations or guidance from ADOA.
 - 5.1. **System Administrator.** Tucson will act as the System Administrator for the Pima 9-1-1 area and will comply with all the terms and conditions of the Grant Agreement and any other agreement entered into in its role as System Administrator. The PSAP Operator acknowledges and agrees that Tucson's obligations under this Agreement to pay expenses of the PSAP Operator are contingent on the receipt of funding from ADOA under the Grant Agreement.
 - 5.2. **Procedures.** The PSAP Operator will comply with specific procedures promulgated by Tucson for activities under this Agreement and will cooperate fully with Tucson to assist Tucson in fulfilling its responsibilities under the Grant Agreement and implementing any ADOA requirements.
 - 5.3. **Communications.** Tucson and the PSAP Operator will maintain open communication with one another regarding matters under this Agreement.
 - 5.4. **Familiarity with Obligations.** Tucson and the PSAP Operator will thoroughly review each Grant Agreement, any other agreement entered into by Tucson in its role as System Administrator, and any applicable ADOA rules or guidance, in order to understand and execute its responsibilities under this Agreement. Specifically, the PSAP Operator certifies that it meets all the funding eligibility criteria listed in the Grant Agreement and any ADOA rule or guidance and it hereby authorizes Tucson to act on its behalf as the System Administrator.
 - 5.5. **Contact Information.** The PSAP Operator will provide to Tucson the name and

contact information for the individual designated to act on its behalf with respect to planning committee and under this Agreement.

6. **Service Plans and Budgets.** The PSAP Operator will submit an annual Service Plan to ADOA in compliance with ADOA rules and guidance in order to be eligible for funding and will simultaneously provide a copy of the Service Plan to Tucson. The PSAP Operator will also assist Tucson with preparation of the Pima 9-1-1 budget that Tucson annually submits to ADOA on behalf of all Pima PSAPs.
7. **Payment Requests and Payments.**
 - 7.1. **Contracts.** The PSAP Operator will promptly provide to Tucson a copy of any 9-1-1 system contract that will be paid by Tucson under this Agreement, together with any related supporting documentation or information. Electronic forwarding is preferred in order to expedite processing.
 - 7.2. **Invoices.** The PSAP Operator will arrange for each of its vendors to send a copy of each invoice to Tucson as well and will review each invoice for accuracy and budget compliance. The PSAP Operator will promptly notify Tucson if it finds any inaccuracy or other problem with an invoice and will provide online billing and portal access to invoices when applicable. The PSAP Operator acknowledges that invoices must be submitted in a timely manner for payment under the Grant Agreement and that Tucson may reject any invoice that is not timely submitted.
 - 7.3. **Payments and Reimbursement Requests.** Tucson will timely pay each timely submitted invoice, subject to correction of any defects identified by Tucson or the PSAP Operator and will submit reimbursement requests to ADOA under the Grant Agreement. At the request of the PSAP Operator, Tucson will provide it with bill-payment documentation regarding invoices submitted on its behalf.
 - 7.4. **Reimbursement.** If ADOA does not reimburse Tucson for any invoice paid by Tucson under this Agreement, the PSAP Operator will reimburse Tucson for the expenditure upon demand. If ADOA reimburses Tucson but later determines that the particular expenditure was not allowable or that the PSAP Operator is no longer an eligible funding recipient, the PSAP Operator will promptly return the funds provided, either to Tucson or directly to ADOA.
8. **Reporting and Data Sharing.** The PSAP Operator will provide Tucson with, or provide direct access to, all information and reports, including GIS data, that Tucson needs, in a timely manner, so that Tucson can comply with its record-keeping and reporting requirements under the Grant Agreement and any other agreement entered into by Tucson in its role as System Administrator.
- 8.1. **Indemnification and Joint Defense.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties and its officers, officials, agents, employees, and volunteers (each, an "Indemnitee"), from and against any and all claims, losses, liability, costs or expenses (including reasonable

attorney's fees) suffered or incurred by the Indemnitee as a result of the negligent or wrongful acts or omissions of the Indemnitor, its officers, officials, agents, employees, or volunteers or as a result of the Indemnitor violating the Grant Agreement (including any warranty or certification made by it or made on its behalf) or any other agreement entered into by Tucson as the System Administrator. If a Party receives a third-party claim that is subject to this section, the Parties involved will meet expeditiously to agree upon a common and mutual defense pursuant to the subsection below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this section will survive the termination of this Agreement.

9. General.

9.1. **Notice.** Any notice, consent or other communication ("**Notice**") required or permitted under this Agreement must be in writing and either delivered in person, by email, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service, addressed to the recipient as follows, or as otherwise directed by the Party in writing:

Tucson: Public Safety Communications Department
4004 S Park Ave, Building 2
Tucson, AZ 85714
Email: contactPSCD@tucsonaz.gov

PSAP Operator: contract information in the PSAP Operator's then-current service plan.

9.2. **Amendment.** This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.

9.3. **Third Parties.** This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement.

9.4. **Compliance with Applicable Laws.** Each Party will comply with all applicable laws, statutes, ordinances, executive orders, rules, will, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.

9.5. **Conflict of Interest.** This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

9.6. **Waiver.** The waiver by either Party of any breach of any term, covenant or condition of this Agreement is not a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

9.7. **Force Majeure.** Neither Party will be in default in the performance of any obligations

under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch.

- 9.8. **Assignment.** Neither Party may assign its rights or obligations under this Agreement to another entity.
- 9.9. **Entire Agreement.** This Agreement, together with its exhibits and the annual Grant Agreements and other agreements entered into by Tucson in its role as System Administrator, represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, either expressed or implied, written or oral.
- 9.10. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement must be instituted only in a court of proper jurisdiction in Pima County, Arizona.
- 9.11. **Severability.** If any term or provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions will not be affected.
- 9.12. **Headings.** Section headings are inserted in this Agreement solely for convenience and the section headings do not by themselves modify the meaning of any provision of this Agreement.
- 9.13. **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- 9.14. **Compliance with Civil Rights.** The Parties will comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- 9.15. **Joint Venture.** Nothing in this Agreement creates any partnership, joint venture or employment relationship among the Parties or creates any employer-employee relationship between a Party and the employees of any other Party.
- 9.16. **Supervision.** No employee, agent, or servant of a Party is, by virtue of this Agreement, an

employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

9.17. **E-Verify.** To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty will be deemed a material breach of the Agreement that could result in its termination.

9.18. **Workers' Compensation.** Each Party will comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party is the primary employer of all personnel currently or hereafter employed by that Party and that Party has sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

[NAME OF PSAP OPERATOR]:

CITY OF TUCSON

[Name]
[Title]


Sharon McDonough
Communications Department Director

July 18, 2023

Date:

ATTEST:

ATTEST:


City Clerk, Suzanne Mesich

July 18, 2023

Date:

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between [NAME] and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

[NAME]:

CITY OF TUCSON

[Title]


City Attorney, Mike Rankin

July 18, 2023

Date: