



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 24, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement between Pima County and City of Tucson for 311 System

***Purpose:**

Through this IGA the County and City of Tucson will establish a regional 311 system that will provide a central source of management for all 311 calls within Pima County.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The primary goals will be to decongest the 911 system, enhance data collection and tracking, increase behavioral health management capacities, and provide an improved community experience when requesting government services.

As the City of Tucson has mobilized to activate a 311 center within their existing 911 call center, upon establishment of the regional 311 system with the County, non-emergency calls will be immediately transferred to a 311 operator, who will then guide callers to their desired City or County resource.

***Public Benefit:**

Through this partnership with the City of Tucson, a regional 311 system will provide the public with non-emergency call diversion and a unified customer-friendly experience for constituents to have greater accessibility and receive efficient responsiveness to inquiries or service requests.

***Metrics Available to Measure Performance:**

Implementation of regional 311 system through a phased approach as follows:

Phase I (Jan – March 2023) – establish partnerships, working groups, and initiate implementation of technological resources.

Phase II (March 2023 – late 2023) – “soft launch” deployment and refinement of customer request workflows, development of call flows with each public-facing resource.

Phase III (late 2023 and on-going) – “full launch” of a unified public information and education campaign, data reporting and evaluation, customer feedback collection, and system refinement.

***Retroactive:**

No.

TO: COB 1-11-23 (2)
Vers: 1
pgs.: 7

JAN10 23AM 1050 PD

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: IT Contract Number (i.e., 15-123): 23*086
Commencement Date: 01/24/2023 Termination Date: 01/23/2028 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ 0 * ☐ Revenue Amount: \$ 0

***Funding Source(s) required:** _____

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: Sherry Francis

Department: Information Technology Department

Telephone: 520-724-9610

Department Director Signature: Javier Baca

Date: 12/20/2022

Deputy County Administrator Signature: [Signature]

Date: 1/9/2023

County Administrator Signature: [Signature]

Date: 1/9/2023

**Intergovernmental Agreement
between
Pima County and the City of Tucson
for
Implementation of a 311 System**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the City of Tucson, Arizona, a municipal corporation and charter city (“**City**” or “**Tucson**”), pursuant to A.R.S. § 11-952.

Recitals

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Federal Communications Commission (FCC) in its First Report and Order, FCC 97-51 ¶ 35, found that an assigned national number that quickly gives the public access to non-emergency police and other government services is in the public interest. The FCC assigned 311 as the N11 code for such use. The FCC found that state public utilities commissions and state and local governments could address any conflicting requests for use of 311. FCC 97-51 ¶ 37.
- C. There currently is no procedure in place at the State level that approves or designates one or more public agencies in a particular area as the 311 service providers.
- D. County has an account with telecom provider Century Link (now Lumen Technologies, Inc. dba Century Link) for 311 Services for Tucson-Pima County (the “**CenturyLink Account**”). The provider assigned a designated County phone number as the “termination number” for 311 calls placed through that telecom provider within the City of Tucson and Pima County. County is also subject to the terms and conditions of the Qwest Corporation Tariff No. 3 (the “**Tariff**”). County has not built a 311 system for Pima County, so the number is not currently operational.
- E. City has previously entered into agreements with AT&T Mobility; T-Mobile West LLC and Sprint Spectrum L.P. d/b/a T-Mobile; and Celco Partnership d/b/a Verizon Wireless (collectively, the “**Cellular Telecom Providers**”), under which the Cellular Telecom Providers assigned a designated City phone number as the “termination number” for 311 calls placed within the County by their users.
- F. County and City find that a regional 311 system will improve service, reduce non-emergency calls to 911, and provide a central source of data for regional governmental entities. Community members with non-emergent service needs can call a toll free 311 number, access a website or use a mobile application to find information, request services, and report a problem. The service requests can then be routed to the appropriate local governments, agencies, and departments for response.
- G. City and County agree to establish a regional 311 system. The 311-system design will be modular, allowing for other local governments to opt-in to the effort in future implementation phases. The parties intend to adjust the system to provide more

automated routing and sophisticated interfaces as the number of calls increases over time.

NOW, THEREFORE, County 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 IGA is to coordinate the implementation of a county-wide 311 system within Pima County.
2. **CenturyLink Account.**
 - a. **Assignment.** As soon as reasonably practicable after this IGA is executed by both parties, County will take whatever steps are necessary to assign its rights and obligations under the CenturyLink Account and Tariff to City, including obtaining CenturyLink's consent to the assignment. City will cooperate with that effort and will execute any documents necessary to effectuate the assignment of rights and City's assumption of responsibilities under the CenturyLink Account and Tariff, subject to legal review and approval of the form of the documents.
 - b. **Reversion.** If the City has not implemented a working 311 system as of the date that is 3 years after the date that this IGA is executed by the last party to execute it, or if the operation of the 311 system ceases for any reason, the Parties will take any actions necessary to transfer the rights and responsibilities under the CenturyLink Account and Tariff back to County.
3. **Operational Agreements.** The parties may enter into additional operational agreements that include the specific processes and protocols to be followed as features are added to the 311 system, including agreements about things such as phone call routing, service request handling, and data-tracking and reporting. Authority is hereby granted to the County Administrator and City Manager, or their designees, to execute operational agreements as may be needed for County to use the 311 system, and to execute any assignment agreement or other documents necessary to transfer the CenturyLink Account to City or back to County under Section 2 above. City will enter into operational agreements with other local government entities allowing them to participate in the 311 system, at their request, subject to financial contributions as provided in Section 6 below.
4. **City's responsibilities.** City will take initial steps to create a countywide 311 system with a common customer service request platform and centralized routing for service requests. City will include County in planning efforts and City will grant County access to the 311 system data as needed for County to receive and respond to service requests with County's jurisdiction.
5. **Liaisons.** Each party designates a Liaison to resolve any issues that may be arise during the term of this IGA. The liaisons are also responsible for coordinating the 311 system,

resolving any issues related to implementation of the 311 system, and operation of the 311 system.

a. City Liaison: Information Technology Department Director

b. County Liaison: Information Technology Department Director

The City Manager may change the City liaison, and the County Administrator may change the County liaison, at any time, with written notice to one another.

6. **Financing.** City shall finance all costs to initially set up the 311 system. As the system is implemented and used, City will monitor system usage and costs and may condition its continued operation of the system on financial contributions from County and other participating local jurisdictions that will assist City in operating, enhancing, and further automating the system. Financial contributions will be documented in an amendment to this IGA or in an operational agreement.
7. **Term.** This IGA will be effective on the date it is fully executed by both parties and will expire five years from the effective date. This Agreement may be extended by written amendment of the parties for a term concurrent with any such authorization. Any extending amendments may be executed by each party's procurement director without obtaining the approval of the Parties' governing bodies.
8. **Termination:** Either party may terminate this IGA by providing written notice of termination from their respective Liaison to the other party's Liaison. The termination will be effective on the date that is 180 days after the date of the notice. If any monetary payments are owed by one of the parties to the other at the time of termination, all amounts must be invoiced and paid no later than 60 days after the effective date of the termination.
9. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
10. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers, except that City's indemnity obligation for any claims related to City's operation of the system will be limited to claims resulting from the gross negligence of City officers, officials, agents, employees, or volunteers.
11. **Insurance.** Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance

to satisfy financial responsibility associated with claims, including attorney fees outlined in section 10, above.

12. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
13. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
14. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
15. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
16. **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.
17. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
19. **Worker's Compensation.** Each party will 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.
20. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts,

obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 21. No Third-Party Beneficiaries.** Nothing in 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 either 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.
- 22. Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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:

City:

Javier Baca, Director
Pima County Information
Technology Department
33 N. Stone Avenue, Suite 1410
Tucson, AZ 85701

Chris Mazzearella, CIO
City of Tucson
Information Technology Department
481 W. Paseo Redondo
Tucson, AZ 85701-8254

With copies to:

Melissa Manriquez
Clerk of the Board of Supervisors
33 N. Stone Avenue, Suite 100
Tucson, AZ 85701

Suzanne Mesich
City Clerk
City Hall
255 W. Alameda
Tucson, AZ 85701

Jan Leshner
County Administrator's Office
Pima County Governmental Center
115 N. Church Ave.
2nd Floor, Suite 231
Tucson, Arizona 85701

Sharon McDonough, Director
City of Tucson
Public Safety Communications Department
P.O. Box 27210
Tucson, AZ 85726

- 23. Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

[Signature page to follow]

In Witness Whereof, County has caused this IGA 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 City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council, and attested to by the City Clerk.

PIMA COUNTY:

CITY OF TUCSON

Chair
Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

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:



Deputy County Attorney



Principal Assistant City Attorney