

CITY COUNCIL REPORT



Meeting Date: June 25, 2024

General Plan Element: **Public Services & Facilities**

General Plan Goal: **Provide a safe environment for all citizens, visitors, and private interests**

ACTION

Adopt Resolution No. 13164 authorizing:

The City Manager or designee to execute on behalf of the City of Scottsdale; Contract No. 2024-122-COS related to the reimbursement of annual costs associated with the contract from the Arizona State Department of Administration Arizona 9-1-1 Grant Program pursuant to Arizona Revised Statute §41-704; and

A budget transfer of up to \$319,666 from the Fiscal Year 2024/25 Future Grants Budget and/or Grant Contingency Budget to a newly created cost center to record the related grant activity.

BACKGROUND

The Scottsdale Police Department Communications Center is a fully functional police dispatch center that includes call takers and dispatchers and is funded to continue as such for the foreseeable future. The City of Scottsdale has committed to appropriating funds as needed to staff and to support the Communications Center. In order to have a functional communication center, all phones must be equipped to answer incoming calls, transfer calls and other phone features like smart transcription, citizen input and map functions. Successful implementation is having all phones in the communication center functional and working.

The Arizona Department of Administration (ADOA) administers the Arizona 9-1-1 Program which disburses revenues collected through the Emergency Telecommunication Services Revolving Fund pursuant to A.R.S. 41-704. These funds are then disbursed to local jurisdictions that operate a Public Safety Answering Point (PSAP), and because Scottsdale Police Department (SPD) provides 9-1-1 services through its own PSAP, SPD is eligible for the Arizona 9-1-1 Grant Program that allows reimbursements for items such as:

- Equipment or service for implementing and operating emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
- A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services.

If approved, SPD will enter into the FY24/25 grant agreement AZDOA-AZ911-25-16 for \$319,666. This agreement would be effective from July 1, 2024, and terminate on June 30th, 2025.

ANALYSIS & ASSESSMENT

The requested grant funds will provide support to the SPD Communications Technology Services Division to maintain 9-1-1 services through its own PSAP. By accepting the award, we will increase technological capabilities, compatibility with new and emerging technologies, faster problem resolution, and overall increased customer service with the service provider. This grant was previously awarded to the SPD by ADOA for PSAP operations last fiscal as approved by Council through Resolution 12779.

Significant Issues to be Addressed.

None

RESOURCE IMPACTS

Available Funding

On an annual basis, SPD will be reimbursed by ADOA resulting in a net-zero impact to the city. Any costs that occur mid-fiscal year will also be reimbursed. The budget appropriation transfer requested in this action will be sufficient to support the related grant activity.

Staffing, Workload Impact

There is no anticipated increase in workload impacts.

Cost Recovery Options

Pursuant to Arizona Revised Statute §41-704, ADOA will reimburse all costs on an annual basis associated with the five-year AT&T managed services contract through the Arizona 9-1-1 program.

Future Budget Impacts

SPD staff will create a new grant center to track and monitor these funds.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13164 authorizing:

The City Manager or designee to execute on behalf of the City of Scottsdale, Contract No. 2024-122-COS related to the reimbursement of annual costs associated with the contract from the Arizona State Department of Administration Arizona 9-1-1 Grant Program pursuant to Arizona Revised Statute §41-704; and

A budget transfer of up to \$319,666 from the Fiscal Year 2024/25 Future Grants Budget to a newly created cost center to record the related grant activity.

RESPONSIBLE DEPARTMENT(S)

Police Department.

STAFF CONTACT(S)

City Council Report | ADOA Grant Agreement

Jeff Walther, Chief of Police, JWalther@scottsdaleaz.gov

APPROVED BY



Jeff Walther, Chief of Police
(480) 312-1900, JWalther@scottsdaleaz.gov

6/11/24 13:28 MST
Date

Ana Lía Johnson

Ana Lía Johnson, Acting Budget Director
(For financial policies compliance and budget authority)
(480) 312-7893, AnJohnson@scottsdaleaz.gov

6/11/24 15:17 MST
Date

Jim Thompson

Jim Thompson, City Manager
(480)-312-2811, JThompson@Scottsdaleaz.gov

6/11/24 14:36 MST
Date

ATTACHMENTS

1. Resolution No. 13164
2. Contract: 2024-122-COS

RESOLUTION NO. 13164

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING CONTRACT NO. 2024-122-COS WITH THE ARIZONA STATE DEPARTMENT OF ADMINISTRATION ARIZONA 9-1-1 GRANT PROGRAM IN THE AMOUNT OF \$319,666

WHEREAS, the City of Scottsdale operates a public safety answering point (PSAP) for emergency telecommunications, colloquially known as 9-1-1- services; and

WHEREAS, the Arizona State Department of Administration Arizona 9-1-1 Grant Program, per Arizona Revised Statutes § 41-704, makes funds available to local jurisdictions for operation of PSAPs for which the City of Scottsdale is eligible; and

WHEREAS, the 1-year agreement amount is expected to be reimbursed in the amount of \$319,666 from the Arizona State Department of Administration Arizona 9-1-1 Grant Program per Arizona Revised Statutes § 41-704;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. The City Manager or designee to execute on behalf of the City of Scottsdale; Contract No. 2024-122-COS related to the reimbursement of annual costs associated with the contract from the Arizona State Department of Administration Arizona 9-1-1 Grant Program pursuant to Arizona Revised Statute § 41-704; and

Section 2. A budget transfer of up to \$319,666 from the Fiscal Year 2024/25 Future Grants Budget and/or Grant Contingency Budget to a newly created cost center to record the related grant activity.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this the 25th day of June, 2024.

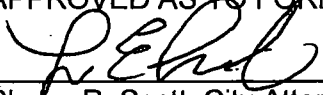
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney
By: Luis E. Santaella, Deputy City Attorney

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-25-16

This Grant Agreement (“**Agreement**”) is between the City of Scottsdale, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2024 and terminate on June 30, 2025. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
 - 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator’s agency.
 - 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
 - 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
 - 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
 - 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		Due Date:	
GIS Data Submissions		Quarter 1 September 30, 2024	
		Quarter 2 December 31, 2024	
		Quarter 3 March 31st, 2025	
		Quarter 4 June 30th, 2025	
FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

- 6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$319,666 in state funds.
- 6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.
- 6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$313,582
Construction	\$0.00

Other Costs	\$6,084
Total	\$319,666

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee 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.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. 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 these Materials or Services are not funded, the State may take any of the following actions:

- 10.1.1. Accept a decrease in award offered to the grantee;
- 10.1.2. Cancel the award; or
- 10.1.3. Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State’s authorized representatives upon request.

12. **False Statements.** Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. **Agreement Termination**
- 13.1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
- 13.2. **Termination for Convenience.** The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. **Agreement Claims.** All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
15. **Arbitration.** The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement 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).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways

reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

Scottsdale Police Department
9065 E Via Linda
Scottsdale, AZ 85258
ATTENTION: Karen Sutherland

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

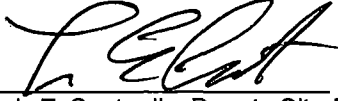
Authorized Signatory	Date
Jim Thompson - City Manager	
Printed Name and Title	

Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program	Date
Arizona Department of Administration	

APPROVED AS TO FORM:



Luis E. Santaella, Deputy City Attorney

ATTEST:

Ben Lane, City Clerk