

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

Grant Number: ADOA-AZ911-24-01

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This Grant Agreement (“**Agreement**”) dated as of July 1st, 2023 is between the Cochise County, acting as System Administrator, (“**Grantee**”), and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**” or “**Administrator**”), (Grantee and ADOA sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

The Grantee is applying for the Public Safety Answering Points (PSAPs) in its service area as outlined in its current Service Plan as filed with ADOA. Grantees must submit copies of executed Memorandum of Understandings (MOUs) between each PSAP in its Service Plan and the System Administrator.

**AUTHORIZATION; BACKGROUND**

A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund (“**Fund**”) in accordance with A.R.S. 11-951; 11-952 and 41-101.01. The Arizona 9-1-1 Program (“**Program**”) managed by the Arizona Strategic Enterprise Technology (ASET) division of ADOA, is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, to perform activities related to implementation and operation of their respective emergency telecommunication systems.

**PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is the distribution and administration of funding per A.R.S § 41-704. ADOA guidelines support the use of the Fund in accordance with the ARS § 41-704 for activities such as:

- 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. The National Emergency Number Association (NENA) defines NG9-1-1 as: an Internet Protocol (IP) based system comprising managed Emergency services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provide additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for PSAPs and other emergency services organizations.
- Facilitation of the migration of the State’s PSAPs to the NG9-1-1 capabilities
- Migration to an ESINet
- Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
- Implementation of solutions that meet or exceed the NENA, Federal Communications Commission (FCC), international, and industry standards or requirements.

**TERM, EFFECTIVE DATE AMENDMENT, AND TERMINATION**

This Agreement and the Period of Performance will be effective on July 1, 2023 and terminate on June 30, 2024, unless extended or terminated. This Agreement expires at the end of the Period of Performance unless prior written approval for an extension has been obtained by the Grantee from ADOA, subject to termination (Section 5.2).

A request for an extension must be received by ADOA, sixty (60) days prior to the end of the Period of Performance. ADOA, in its sole discretion, may approve an extension to further the goals and objectives of the Program, and determine the length of any such extension. Only critical amendments will be considered by ADOA and such amendments will only be entered into in writing and in the sole discretion of ADOA. Any requested change, modification, or extension of this Agreement must be submitted through ADOA’s online grant management system, eCivis, and approved by ADOA.

## **GRANTEE REPRESENTATIONS**

1. Grantee represents, as a condition to the Grant Award that the following representations are true and understands that ADOA has relied upon these representations in its Award decision:

1.1 Grantee understands that for a PSAP to be eligible for funding through its System Administrator it must meet the following Criteria:

1.1.1 Monitor the 9-1-1 service system level of service to ensure that the standards in Arizona Administrative Code Section R2-1-407 are met. Once each fiscal year, the PSAP manager shall obtain a report regarding the 9-1-1 level of service from the Originating Service Provider in the local exchange area. If the report provided by the Originating Service Provider indicates that the required service level is not being met, the PSAP manager shall:

- i. Request the telephone company to prepare plans, specifications, and cost estimates to raise the level of service to that required in R2-1-407.
- ii. Notify the Assistant Director under R2-1-406 if, based on information provided by the telephone company, modifications to the system are necessary.

1.1.2 Provide service to all callers within its service area 24 hours each day, 7 days a week. To qualify as a primary or secondary PSAP, the PSAP must receive a minimum of three hundred (300) 9-1-1 emergency calls per month per Arizona Administrative Code Section R2-1-408.

- i. If a PSAP does not receive a minimum of three hundred (300) 9-1-1 emergency calls per month, the System Administrator must submit a letter of justification explaining why the PSAP should qualify for funding. The letter of justification will be approved or disapproved in the sole discretion of the State 9-1-1 Office.

1.1.3 Refer all calls entering the 9-1-1 service system that do not require a public or private safety response unit to be dispatched to a non-9-1-1 telephone number.

1.1.4 Designate a telephone number other than 9-1-1 as a backup number in case the 9-1-1 service system fails. The designated alternate telephone number shall be published in the public telephone directory by the local public safety agency.

1.1.5 Develop and maintain a system for recording 9-1-1 calls received by the PSAP. The records shall be retained for at least 31 days from the date of the call and shall include the following information:

- a. Date and time the call is received
- b. Nature of the problem
- c. Action taken by the dispatcher

1.1.6 Provide a current and valid GIS Support Memorandum of Understanding (MOU) with the Arizona State 9-1-1 Program to ensure that there is the ability to geospatially route calls.

1.2 Grantee represents that it has exercised its due diligence to determine that the statements in Section 1.1 are true and accurate for each PSAP that is subject to this Grant Agreement.

1.3 Grantee represents that it will monitor continued compliance by the PSAPs under its jurisdiction with the statements in Section 1.1 and agrees to inform ADOA in writing of any change in status during the term of the

Period of Performance and that such change may result in a change in its Award for the duration of the Period of Performance.

1.4 Grantee must have signed GIS MOU with ADOA by June 30th, 2023 to ensure that GIS support services are provided to each applicant whether through direct service or a third party.

1.5 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.

## OBLIGATIONS OF THE PARTIES

### 2. Responsibilities of the Grantee

2.1 Grantee agrees that Grant Funds granted to it under this Agreement will be used in accordance with the approved application, applicable statutes, program rules, and guidelines.

Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that ADOA has the right to obtain, reproduce, publish, or use data provided under this Award in accordance with applicable statutes, rules, and guidelines.

2.2 ADOA guidelines support the use of these Grant Funds granted under this Agreement in accordance with the ARS § 41-704 for activities as follows:

#### 2.2.1 Equipment

Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services. See 2.2.4 below regarding any GIS related services.

#### 2.2.2 Contractual Costs:

- a. Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
- b. A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.

#### 2.2.3 Administrative Costs:

ARS § 41-704, section B, subsection 2, allows Administrative Costs to be  $\frac{1}{3}$  of 5% of the total Fiscal Year 2022 State 911 Revenue to be used for necessary or appropriate costs or consultant fees. Administrative funding will be allocated using the below formula:

**System Award × 1.67%**. Grantee agrees that the following types of activities will be reimbursed only through Administrative Costs and subject to the aggregate limitation on such costs:

- a. 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.
- b. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
- c. 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.
- d. Supplies. Costs associated with supplies related to System Administration functions.
- e. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

#### **2.2.4 Special Requirements: Contractual - GIS Projects:**

In order to receive funding from the Arizona State 9-1-1 Program to support GIS NG9-1-1 projects, the 9-1-1 system must meet the following requirements:

- a. Have a current and valid GIS Support MOU (Memorandum of Understanding) with the Arizona State 9-1-1 Program, which outlines the terms and conditions for providing GIS services and support.
- b. Be committed to comply with all 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.
- c. Have demonstrated a need for the funding to support the implementation or maintenance of GIS capabilities. This means that the 9-1-1 system has identified specific projects or activities that require funding to improve or maintain its GIS capabilities, and has provided evidence or documentation to support the need for the funding.

**Priority of GIS Work:** The PSAPs are responsible for doing the GIS work in the following order of priority:

1. Directly
2. Utilizing Program Staff
3. Through existing State GIS contracts regardless of funding availability.

#### **2.2.5 Restrictions on Use of Grant Funds:**

Grant Funds granted under this Agreement may not be used for any other purposes than specifically specified above including, without limitation, for the following kinds of activities:

1. Costs associated with PSAP relocation, move, or remodel;
2. Back-up sites;
3. Late payment fees, unless approved in advance and in writing;
4. Equipment replacement not pre approved pursuant to the grant process;
5. Buildings, facilities, or vehicles.

### **2.3 Service Plans**

Grantees 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 and approved before the Grant Award and before any financial reimbursements will be made.

### **2.4 Memorandum of Understanding**

Grantees must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made. MOUs must outline the relationship between the entities to allow the System Administrator to act on behalf of the PSAP within its region.

### **2.5 Financial**

Grantee understands that Grant Funds awarded under this Agreement may not be released until Grantee is compliant with all requirements of this Agreement. 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.

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 Performance Period. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of the Performance Period.

Grantee agrees that all encumbered Grant Funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of the Performance Period. After that any unexpended Grant Funds must be remitted to ADOA.

**2.6 Reporting Requirements**

Grantee agrees that it will submit financial reports to ADOA in a format provided by ADOA, documenting the activities supported by the Program and this Agreement and provide an assessment of the impact of these activities. 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.

Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payment purposes.

Required GIS and financial reports must be submitted according to the following schedule(s):

| Report Type                                 | Due Date                         |
|---|----------------------------------|
| <b>Programmatic Reports - defined below</b> |                                  |
| GIS Data                                    | Quarter 1 - September 30th, 2023 |
|   | Quarter 2 - December 31st, 2023  |
|   | Quarter 3 - March 31st, 2024     |
|   | Quarter 4 - June 30th, 2024      |
| <b>Financial Reports - details below</b>    |                                  |
| Monthly request for reimbursement           | Monthly on the 25th              |

\*More frequent reports may be required for Grantees who are considered high risk as determined by the Program in its sole discretion.

**RESPONSIBILITIES OF THE STATE**

- It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$564,169 (Award). Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 10 business days.

| <b>APPROVED LINE ITEM PROGRAM BUDGET</b> |              |
|--|--------------|
| Personnel                                | \$0.00       |
| Fringe Benefits                          | \$0.00       |
| Equipment                                | \$0.00       |
| Contractual/Outside Services             | \$554,902.00 |
| GIS Services                             | \$0.00       |
| Administrative Costs                     | \$9,267.00   |

**GRANT ADMINISTRATION AND OPERATION**

**4.1 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 this Agreement for a period of five (5) years after the completion of the Award.

#### **4.2 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.

#### **4.3 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 this Agreement. 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.

#### **4.4 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. 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.

#### **4.5 Advertising, Publishing and Promotion of Award**

The Grantee shall not use, advertise or promote information concerning this Award without the prior written approval of the Administrator.

#### **4.6 Immigration**

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. 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.

#### **4.7 Personnel**

Grantee warrants that its personnel will perform their duties under this Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Award.

#### **4.8 False Statements**

Grantee represents and warrants that all statements and information Grantee prepared and submitted in response to the Request for Grant Application or as part of the Grantee documents are current, complete, true, and accurate. If the Administrator determines that Grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the Award, the Administrator may determine that Grantee has materially breached this Agreement and may void the submitted application and any resulting Agreement.

## **TERMS AND CONDITIONS**

### **5.1 Availability of Grant Funds for the Current State Fiscal Year**

Should the State Legislature enter back into session and amend A.R.S § 41-704, amend any related statute, or for any other reason, the related services will not be funded and the State may take any of the following actions:

- Decrease the Award to the Grantee;
- Cancel the Award; or
- Cancel the Award and re-solicit.

## **5.2 Termination**

**5.2.1** The State may terminate the Agreement in whole or in part due to the failure of the System Administrator to comply with any term or condition of the Agreement, or to make satisfactory progress in performing the Agreement. 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 Agreement shall become the property of and be delivered to the State on demand.

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

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

**5.2.4** 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 Grant Funds, perform an audit of expended Grant Funds, and require the return of any previously spent Grant Funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

## **5.3 Entire Agreement**

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. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

## **5.4 Waiver**

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.

## **5.5 Governing Law**

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.

## **5.6 Assignment; Delegation**

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. 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.

#### **5.7 Counterparts**

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.

#### **5.8 Business Day**

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.

#### **5.9 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.

#### **5.10 Notifications**

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.

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 of ADOA:**

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

#### **B. If to the Grantee:**

Cochise County  
205 N Judd Drive  
Bisbee, AZ 85603  
ATTENTION: Mark Dannels

