




MEMORANDUM

TO: The Fairbanks North Star Borough Assembly

THROUGH: Bryce Ward, Mayor, Fairbanks North Star Borough 

FROM: Brad Paulson, Acting Director, Emergency Operations

DATE: May 20, 2021

SUBJECT: RESOLUTION 2021 – 22 ***A RESOLUTION AUTHORIZING THE ADMINISTRATION TO AMEND THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF PUBLIC SAFETY AND THE FAIRBANKS NORTH STAR BOROUGH FOR ACQUISITION, IMPLEMENTATION AND SHARED UTILIZATION OF 911 TECHNOLOGY***

Since the original execution of the Intergovernmental Agreement (IGA) between the Fairbanks North Star Borough (FNSB) and the Alaska Department of Public Safety (DPS) in December of 2020, the DPS has requested to increase the number of call taking positions at their Fairbanks facility from six (6) to ten (10).

This change creates a cost allocation adjustment to the IGA which increases the DPS contribution and reduces the FNSB contribution. The remainder of the agreement remains the same.

I urge the adoption of this resolution to allow the administration to amend the IGA to properly reflect this change in cost allocation.

By: Bryce J. Ward, Mayor
Introduced: 05/20/2021

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2021 – 22

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO AMEND THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF PUBLIC SAFETY AND THE FAIRBANKS NORTH STAR BOROUGH FOR ACQUISITION, IMPLEMENTATION AND SHARED UTILIZATION OF 911 TECHNOLOGY

WHEREAS, Ordinance No. 2021-01 approved an Intergovernmental Agreement (IGA) with the Alaska Department of Public Safety (DPS) which sets out terms under which the Fairbanks North Star Borough (Borough) will solicit vendor proposals for a shared 911 system that supports Public Safety Answering Points operated by the Alaska State Troopers and the City of Fairbanks at its Emergency Communications Center; and sets the foundation for the operation, management, and technical support of the shared system; and

WHEREAS, The IGA cost allocation methodology apportions the costs of system acquisition and implementation based on each parties' requirements for fully provisioned 911 call taker seats divided by the total number of seats system wide; and

WHEREAS, DPS communicated to the Borough that they have a requirement for additional seats at the DPS' Fairbanks Dispatch Center which will increase the DPS' share of the 911 system costs and reduce the Borough's share which will require minor modifications to the IGA to reflect these changes; and

WHEREAS, The IGA requires that monetary amendments to the agreement be approved by the governing body or executive of each party.

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33 NOW THEREFORE BE IT RESOLVED that the Assembly of the Fairbanks
34 North Star Borough authorizes the Mayor to amend the Cost Allocation section of the IGA
35 to reflect the change in seat count and approves the modified agreement.

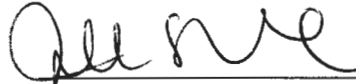
36
37 ADOPTED THE _____ DAY OF _____ 2021.
38

39 _____
40 Mindy O’Neill
41 Presiding Officer
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43
44 ATTEST:

45 _____
46 April Trickey, CMC
47 Borough Clerk
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APPROVED:



Jill S. Dolan
Borough Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR THE ACQUISITION, IMPLEMENTATION AND SHARED UTILIZATION OF 911
TECHNOLOGY
BETWEEN THE FAIRBANKS NORTH STAR BOROUGH AND
THE ALASKA DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the State of Alaska Department of Public Safety (DPS or State) and the Fairbanks North Star Borough (FNSB or Borough) (collectively referred to as “the Parties”) have previously executed agreements in August 2013, January 2014, and October 2017 to cooperatively acquire, implement and operate 911 telecommunications technology, and

WHEREAS, FNSB has an immediate need to procure a replacement 911 call taking system for use by and within the Fairbanks North Star Borough, and

WHEREAS, FNSB has developed a mature and capable support organization for 911 that includes technical support, network supervision and geographic information services, and

WHEREAS, DPS and FNSB will need to interconnect their respective 911 Public Safety Answering Points (PSAPs) to facilitate interoperability and transfers of calls for service from the public as well as to maintain the current technical level of capability, and

WHEREAS, the ability to implement 911 calling capabilities that meet public expectations for functionality, coverage, and caller location will require affirmative cooperation between state and local jurisdictions as well as telecommunications carriers and information system providers, and

WHEREAS, the Parties wish to build on the success of their existing cooperative relationship towards emergency communications, and

Therefore, the Parties agree to the following:

1. Purpose

- a. The primary purpose of this agreement is to set out the terms under which FNSB will procure and implement a 911 system that would support Public Safety Answering Points (PSAPs) in the Fairbanks North Star Borough.

- b. This agreement also sets the foundation for the operation, management, administration, and technical support of the 911 system.

2. Definitions

- a. "CFR" means the United States Code of Federal Regulations.
- b. "CJIS" means Criminal Justice Information Services.
- c. "CPE" is "Customer Premise Equipment" which means the computer workstations, monitors, keyboards, keypads, hand-held pointing devices, interfaces to radio console audio, status displays, interconnecting cables, switches, routers, firewalls, servers, file storage, and other electronic equipment necessary to support call taking functions.
- d. "DPS Fairbanks Dispatch Center" means the dispatch center operated by the Alaska State Troopers located at 1979 Peger Road, Fairbanks.
- e. "FECC" means the Fairbanks Emergency Communications Center located at 911 Cushman Street, Fairbanks.
- f. "GIS" means Geographic Information Systems.
- g. "NENA" means the National Emergency Number Association.

3. Responsibilities of the Parties

- a. The Parties will work affirmatively and cooperatively to acquire, implement and administer the 911 call taking system and associated networking.
- b. Each Party will designate a single point of contact for system configuration changes and resolution of technical issues.
- c. FNSB will coordinate with other local government entities within FNSB and solicit input as appropriate to this agreement.
- d. DPS will coordinate with local government entities outside FNSB and solicit input as appropriate to this agreement.
- e. DPS will coordinate communications, resources and activities of State of Alaska departments as required in support of this agreement.
- f. FNSB will procure and be the owner of the proposed 911 system. FNSB will solicit vendor quotations, proposals, or change orders, and execute any purchase agreements with vendors and service providers.

- g. FNSB will propose that the Assembly amend FNSBC 21.04.040(C) to add 1979 Peger Road (Fairbanks) as a Selective Router Demarcation Point for carrier delivery of 911 calls.
- h. FNSB will be the primary Point of Contact with carriers and service providers. FNSB will initiate any required notices to carriers for 911 service changes within the Fairbanks North Star Borough.
- i. FNSB will be the primary point of contact with the Borough's Primary PSAP (currently the Fairbanks Emergency Communications Center, FECC). FNSB will coordinate the participation of FECC in implementation activities as well as on-going operation and access by FECC.
- j. DPS will provide electronic equipment rack space, UPS electrical power and an environmentally controlled facility for installation of CPE at 1979 Peger Road, adjacent to the DPS Fairbanks Dispatch Center.
- k. DPS will provide twenty-four-hour access to the DPS Fairbanks Dispatch Center and other areas where telecommunications equipment and circuits are installed at 1979 Peger for FNSB technical support personnel. DPS will provide access to contractors and service providers as appropriate for implementation and training, as well as emergent or non-emergent service and technical support needs.
- l. DPS and FNSB will provide primary points of contact for operational and technical coordination with the DPS Fairbanks Dispatch Center.

i. For DPS:

Captain Rick Roberts
5700 Tudor Road
Anchorage, AK 99507
(907) 269-5645

ii. For FNSB:

Director
Department of Emergency Operations

3175 Peger Road
Fairbanks, AK 99707
(907) 459-1221

- m. FNSB and DPS agree to coordinate the review and instruction to wireless carriers for wireless 911 call routing in areas adjacent to the FNSB boundary.
- n. DPS agrees it will serve as the backup PSAP to the FECC. DPS will develop and document an operating agreement by July 1, 2021 with FECC for continuity of operations, effectively providing for backup call taking operations between the two PSAPs.

4. Scope of Work Statement for the Solicitation

- a. The solicitation will include at a minimum the following subsystems and capabilities:
 - i. Customer Premise Equipment (CPE) for two PSAPs which will be located within the Fairbanks North Star Borough: a) 911 Cushman Street and b) 1979 Peger Road.
 - ii. CPE that will provide (at a minimum) NENA-standard Enhanced 911 and Wireless 911 Phase I/Phase II PSAP call taking functions and features as well as mapping displays incorporating FNSB GIS and statewide topographic mapping information, and PSAP architecture meeting NENA standards for Next Generation 911 call taking.
 - iii. Text to 911 capability as defined in 47 CFR § 9.10.
 - iv. Continuation of interconnection and minimum call transfer functionality with Ft. Wainwright PSAPs.
 - v. Redundant server and network infrastructure.
 - vi. Gateways, firewalls, routers, and switches to support the planned PSAPs including 911 trunking and non-emergency (administrative) circuits.
 - vii. A Stand-alone Automatic Location Information (SALI) database management system or a third-party service bureau supporting

FNSB's current Enhanced 911 capability using subscriber location (address) information.

- viii. Digital audio recording and copy capability of calls for service as well as the ability to provide periodic and ad hoc reporting of summary and detailed information of emergency and non-emergency calls for service.
 - ix. Initial vendor-provided training for end users as well as technical support personnel.
 - x. Vendors will be requested to provide system warranties, maintenance, and support commitments as well as pricing guarantees for a minimum of five (5) years.
- b. The Parties agree to support the integration of additional third-party applications subject to configuration management best-practices and minimum access controls.

5. Cost Allocation Methodology

- a. The costs of the Stand-alone Automatic Location Information (SALI) database will not be allocated to DPS.
- b. Initial and one-time costs of system acquisition (as necessary) and implementation will be apportioned based on the current configuration requirements of the Parties according to the following methodology:

Each Party's number of fully provisioned call taker seats divided by the total number of seats system wide.

- Number of Planned Positions: eighteen (18)
- FNSB: eight (8) positions located at FECC (45%)
- DPS: ten (10) positions located at the DPS Fairbanks DispatchCenter (55%)

- c. Each Party will independently bear any required facility costs for its designated PSAP, including: telecommunications backboards, punch blocks and carrier entrance facilities; equipment racks, earthquake bracing and internal power distribution; cable trays; electrical power, UPS and grounding;

in-wall or in-floor wiring between telecommunications distribution points or to workstation positions; workstation furniture and monitor mounts.

d. The costs of the Stand-alone Automatic Location Information (SALI) database will be allocated as follows:

- FNSB: 100%

e. Recurring vendor support costs for the application and system platform will be apportioned according to the following methodology:

Each Party's number of fully provisioned call taker seats divided by the total number of call taker seats system wide:

- Number of Planned System Wide Positions: eighteen (18)
- FNSB: eight (8) positions at FECC (45%)
- DPS: ten (10) positions at AST Fairbanks (55%)

f. Recurring costs for network and telecommunications services will be apportioned as follows:

- i. Core network costs between the Fairbanks Emergency Communications Center (FECC) PSAP and the DPS Fairbanks Dispatch Center
 - FNSB: 50%
 - DPS: 50%
- ii. Spur network connections to FNSB facilities and the Ft. Wainwright PSAPs
 - FNSB: 100%
- iii. Non-emergency or administrative telecommunications circuits for inbound and outbound calling by PSAPs, including analog, T1/DS1 or IP/SIP connectivity
 - Each Party: 100% of their respective circuits
 - Ordered, billed to and paid by each Party independently

- g. Non-emergency circuits for out-bound dialing will be pooled for shared access by PSAPs. Each PSAP will maintain distinct in-bound telephone numbers for answering by their respective PSAP.
- h. The Parties must agree to an amended cost allocation methodology before allowing additional jurisdictions to utilize the applications, databases, systems, infrastructure or services acquired under this initiative.
- i. Any substantial configuration changes after the initial system implementation will be evaluated by the Parties for technical and fiscal impacts, including the number of call taker positions and any additional inbound carrier trunks.
- j. Inbound 911 trunks from telecommunications carriers are currently at no cost to FNSB or DPS.
- k. 911 circuit or trunking costs from adjacent jurisdictions will be borne by that jurisdiction.
- l. Costs for GIS coverage (i.e., database files) beyond currently available FNSB GIS data will be funded by the covered jurisdiction or by the requesting entity.

6. Funding

- a. FNSB has appropriated \$500,000 for the procurement of a new 911 system (Ordinance No. 2019-20-1U). FNSB will seek assembly approval for additional appropriations if needed upon receiving a final contract value from the selected vendors and service providers for the annual and five-year costs of operation.
- b. DPS agrees to transfer \$300,000 to FNSB immediately upon DPS' execution of this agreement, but in any case, no later than December 18, 2020.
- c. DPS agrees to fund any additional contribution within thirty (30) days after receiving notice from FNSB with the final contract values identifying any additional funding requirement. If the apportioned final contract values are less than the initial \$300,000 contribution by DPS, then that excess value shall be retained by FNSB and applied to the subsequent year's costs.
- d. Payment by DPS for the annual costs of operation and maintenance are payable to FNSB no later than June 1st of each year.

7. Implementation Timeline

- a. Procurement by FNSB will begin immediately.
- b. Vendor selection is expected to conclude during January 2021 with a target transition prior to July 1, 2021.

8. Expected Replacement Lifecycle

- a. The acquired system is intended to have a five (5) year life cycle.
- b. Core system hardware is expected to provide service for five (5) years before requiring replacement or significant upgrades to operating system software.
- c. Repair and replacement of keyboards, mice/trackballs, Keyboard-Video-Mouse (KVM) controllers, monitors, and the associated interconnecting cables may be replaced on a more frequent basis.
- d. The Parties agree that hardware, software and other technical components shall have no residual value after five (5) years of ownership.

9. Access and Usage

- a. The Parties agree to develop any necessary written policies or procedures for access, management, and technical administration of system configuration, monitoring, troubleshooting, transaction logging, audit, incident recording or other maintenance and support tasking.
- b. The Parties agree that access to the 911 system will meet DPS' minimum requirements for access, including CJIS clearances and authentication requirements for users, administrators and third-party support providers.

10. Dispute Resolution

- a. In case of disputes, the Parties agree that any action arising from this agreement will be filed in the superior court, Fourth Judicial District, Fairbanks, Alaska.

11. Amendments

- a. Proposed non-monetary amendments to this agreement shall be approved in writing by both Parties.
- b. Proposed monetary amendments must be approved in writing by both parties and subsequently adopted by each of the Party's governing bodies or executives.

12. Non-Appropriation

- a. The Parties to this agreement agree that for DPS, an appropriation in the future to fund any payment resulting from this agreement remains in the sole discretion of the State Legislature and the State Legislature's failure to make such an appropriation creates no further liability or obligation of the State.
- b. The Parties to this agreement agree that for FNSB, an appropriation in the future to fund any payment resulting from this agreement remains in the sole discretion of the FNSB Assembly and that the Borough's failure to make such an appropriation creates no further liability or obligation of the Borough.

13. Term of Agreement

- a. This agreement shall be for five (5) years unless otherwise terminated.
- b. The agreement shall be renewable in five (5) year increments. Parties agree to initiate consideration of renewal at least one year in advance of the expiration date of this agreement.
- c. Either Party may terminate this agreement if there are insufficient or other lack of funds lawfully appropriated for its performance.
- d. The terminating Party must give notice to the other Party as soon as possible when the lack of funding for the next budget year is known, and in no event later than June 1st of each year of the agreement. In any case, both parties must provide funding for a minimum of one full year of operation prior to the effective date of termination.
- e. The designation and availability of 1979 Peger Road as a selective router demarcation point for FNSB will survive any notice of termination by a minimum of twenty-four (24) months unless an earlier transition date is mutually agreed to by the Parties. This includes any CPE installed by FNSB under this agreement to support the overall functionality and reliability of the 911 call taking system.

14. Indemnification

- a. Each of the participating jurisdictions shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement.
- b. No participating jurisdiction shall be responsible or liable for consequential damages to any other participating jurisdiction arising out of the performance of the terms and conditions of this Agreement.

15. Approvals

SUBSCRIBED TO AND ENTERED INTO by the appropriate officers who are duly authorized to execute this Agreement on behalf of the governing body of the below named unit of government.

FAIRBANKS NORTH STAR BOROUGH DEPARTMENT OF PUBLIC SAFETY

_____	_____
Mayor	Commissioner
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

ATTEST:

April Trickey, Borough Clerk

Date