

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM**

between

the City of Flagstaff

and

City of Williams

This intergovernmental agreement (“Agreement”) is entered into this 1st day of July, 2019, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona (“PARTIES”).

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 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 telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona 911 Grant Award.

- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Williams will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Williams. MIS Report information is due to the City of Flagstaff by January 15, 2020.
- C. The City of Flagstaff, as system administrator will pay the City Of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted sixty thousand dollars (\$60,000.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Williams PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for their operating bills.
- D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- E. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.
- F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

| Category | GL Account | Title | Units | Unit Cost | Extended Cost | Direct Cost | Indirect Cost | Cost Share |
|-------------------------------------|------------------|-------|-----------|---------------------|---------------------|---------------------|---------------|---------------|
| Wireless Phase 2 | | | | | | | | |
| (Page) | AZ Telephone Co | | 1 | \$8,400.00 | \$8,400.00 | \$8,400.00 | \$0.00 | \$0.00 |
| (Page) | AZ Telephone Co | | 1 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Frontier | | 1 | \$7,440.00 | \$7,440.00 | \$7,440.00 | \$0.00 | \$0.00 |
| (Page) | Comnet | | 1 | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Century Link | | 1 | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$0.00 | \$0.00 |
| Century Link Wireline Trunks | | | | | | | | |
| (Flagstaff) | Century Link | | 1 | \$54,000.00 | \$54,000.00 | \$54,000.00 | \$0.00 | \$0.00 |
| (Glen Canyon) | Glen Canyon | | 1 | \$5,400.00 | \$5,400.00 | \$5,400.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Century Link | | 1 | \$480.00 | \$480.00 | \$480.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Century Link | | 1 | \$16,800.00 | \$16,800.00 | \$16,800.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Century Link | | 1 | \$2,400.00 | \$2,400.00 | \$2,400.00 | \$0.00 | \$0.00 |
| (Flagstaff) | Century Link | | 1 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$0.00 | \$0.00 |
| NG911/Managed Services | | | | | | | | |
| | Grand Canyon | | 1 | \$54,000.00 | \$54,000.00 | \$54,000.00 | \$0.00 | \$0.00 |
| | Flagstaff Police | | 1 | \$300,000.00 | \$300,000.00 | \$300,000.00 | \$0.00 | \$0.00 |
| | Williams Police | | 1 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$0.00 | \$0.00 |
| | Page Police | | 1 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$0.00 | \$0.00 |
| Contractual Total | | | 15 | \$714,720.00 | \$714,720.00 | \$714,720.00 | \$0.00 | \$0.00 |

| | | |
|-----------------------------------|-------|------------|
| Agency | Total | 502,920.00 |
| City of Flagstaff | | 92,400.00 |
| City of Page | | 60,000.00 |
| City of Williams | | 54,000.00 |
| Grand Canyon National Park | | 5,400.00 |
| Glen Canyon National Park Service | | 5,400.00 |
| Contractual Total | | 714,720.00 |
| Administrative Costs | | 5,896.00 |
| Total Grant Award | | 720,616 |

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

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

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona’s ability to procure and manage grants.

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, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
 - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
 - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
 - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
 - 6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, 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.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. 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 GFR.
- 6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.
- 6.8. 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.
- 6.9. 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.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required activity and financial reports are submitted according to the following schedule(s):

| ACTIVITY REPORTS | | | |
|--|--|------------------|--|
| Report Due: | | Due Date: | |
| MIS Report for CY 2019 | | January 25, 2020 | |
| Level of Service (Traffic Busy Study Report) | | April 25, 2020 | |
| GIS Accuracy Report | | June 25, 2020 | |

| 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.

7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed \$720,616 in state funds.
- 7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.
- 7.3.

| APPROVED LINE ITEM PROGRAM BUDGET | |
|--|------------------|
| Personnel | \$0.00 |
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$0.00 |
| Supplies | \$0.00 |
| Contractual/Outside Services | \$714,720 |
| Construction | \$0.00 |
| Other Costs | \$5,896 |
| Total | \$720,616 |

MISCELLANEOUS TERMS

- 8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration
- 10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - 10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. 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.
14. 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.
15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR 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.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:

Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:

City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

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

1. GRANTEE must submit a current service plan to GFR. 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 GFR 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 GFR 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 must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, 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.

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

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date