

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA Text-to-911 GRANT PROGRAM
between
the City of Flagstaff
and
City of Williams**

This intergovernmental agreement (“Agreement”) is entered into effective as of the 21st day of January, 2020, 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 (collectively, the “Parties” and individually a “Party”).

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 Text-to-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 Text-to-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 Text-to-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 Text-to-911 System Administrator, will serve as the grant administrator of the 2019-2020 ADOA-GFR Arizona Text-to-911 Grant Award.
- B. 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 Text-to-911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted ten thousand five hundred dollars (\$10,500.00) by the State under the ADOA-GFR Arizona Text-to-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.
- C. During the term of this Agreement, participating agencies will be monitored periodically by City of Flagstaff 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.
- D. 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.
- E. 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 Text-to-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 January 21, 2020 and terminate on January 21, 2025.

- 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 Text-to-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:
City of Williams

Authorized signatory:

Mayor

Attest:

City Clerk

Date of formal approval by governing body:

City of Williams Attorney's Approval:

Mangum, Wall, Stoops & Warden, PLLC

Exhibit A

Text to 911 Cost Breakdown			
Flagstaff	25,200.00		
Grand Canyon	10,500.00		
Page	10,500.00		
Williams	10,500.00		
Total	56,700.00		

Exhibit B

ARIZONA DEPARTMENT OF
ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL
RESOURCES

Arizona Text-to-9-1-1 Program
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-19-002T

This grant agreement (“**Agreement**”) between the City of Flagstaff, through the Flagstaff Police Department, (the “**Grantee**”), acting as the 9-1-1 System Administrator, 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**”)

I. PURPOSE OF THE AGREEMENT

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-9-1-1 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 91-1 Program to administer and disburse funds for “necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state.”

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a Public Safety Answering Point (PSAP) must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). The GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the Agreement

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-91-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1. There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP

Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

Regulations issued to implement the Americans with Disabilities Act require that a public entity “shall take appropriate steps to ensure that communication with . . . members of the public . . . with disabilities are as effective as communications with others.” 28 C.F.R. § 35.160(a). Accordingly, public entities must “furnish appropriate auxiliary aids and services where necessary to afford individuals with a disability . . . an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.” 28 C.F.R. § 35.160(b)(1). While Arizona PSAPs have historically met these requirements by providing TTY accessibility, new and emerging technologies and networks have expanded a PSAP’s ability to communicate with people who are deaf and hard of hearing, or who otherwise are limited in their ability to use voice communications.

III. GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this Agreement.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, email addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this Agreement.

B. Method and Terms of Payment

The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the Agreement.

IV. OBLIGATIONS OF THE PARTIES

1. Responsibilities of the Grantee:

- a. **Text-to-9-1-1 Services:** The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.

- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
- c. Public Education and Outreach: Educating the public regarding the capabilities and responsibilities of 9-1-1 is essential, especially when new services become available for their use. When Text-to-9-1-1 services are deployed, the PSAP or its 9-1-1 system shall inform and educate the public about the services, how they work and what to do during an emergency. The PSAP agrees to implement a public education and outreach initiative regarding Text-to-911 services. As Arizona Administrative Code, R2-1-403.19 requires, the 9-1-1 planning committee chairperson or designee shall implement a plan for a program of public information regarding 91-1 service at least 30 days before 9-1-1 service begins. Each PSAP or 9-1-1 region is encouraged to use the NENA messaging, “Call if you can, text if you can’t,” in its public education efforts. Public education resources can be found at:
 - 1. [FCC Text to 911- FAQ](#)
 - 2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)
- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.
 - 1. *eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.
- e. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and requested in the grant application

2. Responsibilities of GFR:

a. Payment

- 1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds. This Agreement includes funding for the following PSAPS: Grand Canyon National Park Service, Flagstaff Police Department, Williams Police Department, and Page Police Department.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00

Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$56,700.00
Construction	\$0.00
Other Costs	\$0.00
Total	\$56,700.00

2. It is agreed and understood that the total to be paid for by GFR under this Agreement shall not exceed \$56,700.00 in State funds.
3. Non-Authorized Funding: Funding is **NOT** approved for the following:
 - a. Additional cost for changes needed as a result of regulatory mandates;
 - b. Termination charges;
 - c. Additional positions needed after initial allocation as identified in this Agreement;
 - d. Additional costs as a result of adding new features/functionality;
 - e. Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
 - f. Replacement needs due to customer reasons;
 - g. Any costs associated with a PSAP move or remodel; or
 - h. Items in the Agreement identified as “optional” and/or with additional costs.
4. Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this Agreement.
- b. Project Management: The Arizona 9-1-1 Program Office will provide project management for Text-to-9-1-1 projects. A County/9-1-1 jurisdiction may choose to manage the project themselves however, the associated costs will be borne by the County/9-1-1 jurisdiction. The rules and requirements stated in this document still apply.
 - c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This Agreement shall become immediately effective upon execution of the Agreement by GFR and the Grantee.

B. Term, Termination, Renewal

The initial term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated as provided herein, or extended. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. If this Agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original Agreement shall remain in full force and effect and apply during any extension period

C. Amendment

This Agreement may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

VI. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

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

Office of Grants and Federal
Resources

100 North 15th Avenue, Suite
305 Phoenix, AZ 85007

Attention: Matthew Hanson

B. If to the GRANTEE:

Flagstaff Police
Department 911
E. Sawmill Road
Flagstaff, AZ 86001
Attention: PSAP Manager

VII. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the Grantee and GFR 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, either party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

X. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this Agreement. The Grantee is subject to all audit oversight policy and procedure established by GFR.

XI. GOVERNING LAW

This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this Agreement, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

XII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this Agreement supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this Agreement.

XIII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIV. COUNTERPARTS

This Agreement may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

XV. INTERPRETATION

This Agreement is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XVII. SIGNATURE AUTHORITY

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this Agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.

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 the 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