

**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 ____ day of _____, 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. The City of Flagstaff and the City of Williams are collectively referred to as the “Parties” and individually as 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 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino County; 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 systems.

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 administrator of the 2020-2021 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 25, 2021.
- 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 fifty-two thousand eight hundred and fifty-seven dollars and seventy-two cents (\$52,857.72) 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 the City of Williams' operating bills.
- D. 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.
- 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 ADOA-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 the City of 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, 2020 and terminate on June 30, 2021.

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.

SIGNATURES ON FOLLOWING PAGES

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:

CITY OF WILLIAMS, an Arizona municipal corporation

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Pamlea Galvan, City Clerk

City Attorney's Approval:

Brandon J. Kavanagh; Mangum Wall Stoops & Warden PLLC

Exhibit A

Category	GL Account	Title	Unit Cost	Extended Cost	Direct Cost
Contractual					
Wireless Phase 2					
	(Page)	AZ Telephone Co	\$4,931.04	\$4,931.04	\$4,931.04
	(Page)	AZ Telephone Co	\$7,758.48	\$7,758.48	\$7,758.48
	(Flagstaff)	Frontier	\$6,995.52	\$6,995.52	\$6,995.52
	(Page)	Comnet	\$14,181.72	\$14,181.72	\$14,181.72
Century Link Wireline Trunks					
	(Flagstaff)	Century Link	\$8,338.00	\$8,338.00	\$8,338.00
	(Flagstaff)	Century Link	\$1,440.24	\$1,440.24	\$1,440.24
	(Flagstaff)	Century Link	\$3,533.68	\$3,533.68	\$3,533.68
	(Flagstaff)	Century Link	\$13,628.52	\$13,628.52	\$13,628.52
NG911/Managed Services					
	Century Link	Grand Canyon	\$51,378.36	\$51,378.36	\$51,378.36
	Century Link	Flagstaff Police	\$264,288.36	\$264,288.36	\$264,288.36
	Century Link	Williams Police	\$52,857.72	\$52,857.72	\$52,857.72
	Century Link	Page Police	\$52,818.72	\$52,818.72	\$52,818.72
Legacy System					
Glen Canyon	Glen Canyon		\$4,964.52	\$4,964.52	\$4,964.52
Glen Canyon Maintenance			\$8,624.16	\$8,624.16	\$8,624.16
Contractual Total			\$495,739.04	\$495,739.04	\$495,739.04

Exhibit B

PSAP	Amount
Flagstaff	298,224.32
Williams	52,857.72
Page	79,689.96
Grand Canyon	51,378.36
Glen Canyon	13,588.68
Admin Fee	5,815.00
Total	501,554.04