

**INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between
the City of Flagstaff
and
Grand Canyon National Park Service**

This intergovernmental agreement (“Agreement”) is entered into this ___ day of _____, 2022, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park Service (“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 administrator of the ADOA-GFR Arizona 911 Grant Awards for the next five years.

- B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Grand Canyon National Park Service 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 Grand Canyon National Park Service.
- C. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park Service 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 Grand Canyon National Park Service will be budgeted an amount each year from the ADOA-GFR Grant, per that year's grant agreement, which will be attached to this agreement as Exhibit A. Exhibit A include the Budget and the Grant agreement from the state and will be reviewed and approved in writing each year of this agreement by the City of Flagstaff Communications Manager and the Grand Canyon National Park Supervisory Dispatcher, and upon written approval shall be incorporated into this Agreement. If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park Service PSAPs' operating bills by the State, then the Grand Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills, subject to availability of funds and appropriations from Congress. Grand Canyon National Park Service agrees to make reasonable efforts budget for unforeseen contingencies such as failure of State reimbursement.
- 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 Grand Canyon National Park Service 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 Grand Canyon National Park Service 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.

3. Applicable Law for Claims

Claims for Damages to persons and property may be adjudicated according to applicable federal and state law.

4. Worker's Compensation Claims

The Non-federal 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 August XX, 2022 and terminate on September 1, 2027.

B. This agreement may be renewed or amended for another five year term 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 applicable 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

Non-federal 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”). Non-federal 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 applicable 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 Non-federal 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. To the extent any term or condition in the Agreement conflicts with any federal law, as it pertains to National Park Service, National Park Service shall be released from said term or condition.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Date of formal approval by governing body:

Name: _____

Title: _____

Attorney's Approval:

Name: _____

Title: _____

Exhibit A

Contractual						
Wireless Phase 2						
	(Page)	AZ Telephone Co	1	\$4,931.04	\$4,931.04	\$4,931.04
	(Page)	AZ Telephone Co	1	\$7,758.48	\$7,758.48	\$7,758.48
	(Flagstaff)	Frontier	1	\$6,995.52	\$6,995.52	\$6,995.52
	(Page)	Comnet	1	\$14,181.72	\$14,181.72	\$14,181.72
Century Link Wireline Trunks						
	(Flagstaff)	Century Link	1	\$8,338.00	\$8,338.00	\$8,338.00
	(Flagstaff)	Century Link	1	\$1,440.24	\$1,440.24	\$1,440.24
	(Flagstaff)	Century Link	1	\$3,533.68	\$3,533.68	\$3,533.68
	(Flagstaff)	Century Link	1	\$13,628.52	\$13,628.52	\$13,628.52
NG911/Managed Services						
	Century Link	Grand Canyon	1	\$51,378.36	\$51,378.36	\$51,378.36
	Century Link	Flagstaff Police	1	\$264,288.36	\$264,288.36	\$264,288.36
	Century Link	Williams Police	1	\$52,857.72	\$52,857.72	\$52,857.72
	Century Link	Page Police	1	\$52,818.72	\$52,818.72	\$52,818.72
Legacy System						
Glen Canyon	Glen Canyon		1	\$4,964.52	\$4,964.52	\$4,964.52
Glen Canyon Maintenance			1	\$8,624.16	\$8,624.16	\$8,624.16
Contractual Total			15	\$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
GIS Project	39,656.96
Admin Fee	8,699.00
Total	544,095.00