

**INTERGOVERNMENTAL AGREEMENT BETWEEN LAKE HAVASU CITY,
THE CITY OF KINGMAN, THE CITY OF BULLHEAD CITY, AND MOHAVE
COUNTY SHERIFFS OFFICE FOR ARIZONA DEPARTMENT OF
ADMINISTRATION, GRANTS AND FEDERAL RESOURCES (ADOA-GFR)
ARIZONA 911 GRANT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into, effective this 1st day of July, 2019, between Lake Havasu City (**LAKE HAVASU**), a municipal corporation of the State of Arizona; the City of Kingman (**KINGMAN**), a municipal corporation of the State of Arizona; the City of Bullhead City (**BULLHEAD**), a municipal corporation of the State of Arizona; and the Mohave County Sheriff’s Office (**MCSO**), an agency of Mohave County. Lake Havasu, Kingman, Bullhead and MCSO are sometimes collectively referred to as the “Parties” or individually as the “Party.” The Parties participate jointly in the Arizona 911 Program.

RECITALS

WHEREAS:

- A.** Mohave County 911 System Administrator position has changed effective July 1, 2019, in a manner necessitating the position to work as a consortium of all Parties. The consortium is comprised of Public Safety Answering Points (PSAPs) Managers and Supervisors representing each Party agency, 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; and
- B.** All Parties recognize the importance of interagency cooperation and agree to perform activities related to implementation and operation of their respective emergency telecommunication system under the direction of Mohave County’s Chiefs of Police, Fire Chief and Sheriff; and
- C.** The position of 911 System Administrator shall rotate every two (2) years between all Parties beginning with Lake Havasu serving the first term (FY19-20 and FY20-21); Kingman (FY21-22 and FY22-23); Bullhead (FY23-24 and FY24-25); MCSO (FY25-26 and FY26-27); and
- D.** The Parties agree that MSCO through the Mohave County Finance Department shall be the Fiduciary to perform the aforementioned 911 bill payment administrative functions under the distribution of funding per A.R.S. § 41-704, which establishes the administration of the emergency telecommunications services revolving fund for Mohave County PSAPs; and
- E.** The Parties desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to Lake Havasu as the initial System Administrator for all PSAPs in Mohave County; and

- F. The Arizona 911 Grant program is designed to assist PSAPs, in collaboration with regional and local jurisdictions, to perform activities related to implementation and operation of their respective emergency telecommunications system.

1. PURPOSE

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

- 2. AGREEMENTS.** The Parties agree that the Recitals above are fully incorporated into this Agreement, and further agree to the following procedures and shall be responsible as follows:

2.1 The System Administrator shall:

- 2.1.1 Serve as the Grant Administrator of the ADOA-GFR Arizona 911 Grant Award.
- 2.1.2 Prepare and submit the GIS Accuracy Report, the Level of Service Report, the MIS Report, and the Monthly Financial Reports documenting the activities supported by these grant funds and providing an assessment of the impact of these activities on behalf of all Parties pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines.
- 2.1.3 Authorize MCSO to pay monthly 911 operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program on behalf of all Parties by the 25th of every month.
- 2.1.4 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, submitted to the offices of the Arizona Department of Administration.
- 2.1.5 Act as the Liaison between the ADOA-GFR and all Parties. Hold quarterly PSAPs Manager Meetings between PSAPs, Vendors and ADOA-GFR.
- 2.1.6 Enter agreements as necessary with MCSO on an annual basis to effectuate the duties as outlined herein.

2.2 MCSO shall:

- 2.2.1 Act as the Fiduciary, through the Mohave County Finance Department, for all Parties throughout the term of this Agreement.
- 2.2.2 Submit monthly bills relating to 911 services to the System Administrator, no later than the 15th of every month.
- 2.2.3 Upon authorization from the System Administrator, agrees to pay vendors in a timely manner on behalf of all Parties. Late fees are the responsibility of the Fiduciary and are not reimbursable by ADOA-GFR.

2.3 All Parties shall:

- 2.3.1 In accordance with A.R.S. § 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 said Agreement, all Parties agree to reimburse Mohave County for their portion of their operating bills. The designated System Administrator shall disseminate the annual budget to the Parties, which copies shall be deemed incorporated herein.
- 2.3.2 Provide any additional documentation to the System Administrator, as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award.

3. INDEMNIFICATION

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. WORKERS' 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;

6.1 Effective Date. This Agreement will commence on July 1, 2019, and shall remain in effect for eight (8) years during the completion of the two-year rotation of the System Administrator position through FY 26-27.

6.2 This Agreement may be renewed or amended for up to eight additional years contingent upon available funding from the State.

6.3 Termination. Any Party may terminate its participation in this Agreement by providing the other 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

The Parties will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, familial status, genetic information, political affiliation or any other protected basis in the selection, treatment and retention of employees, subcontractors or in the procurement of materials and leases of equipment. The Parties also will not participate, either directly or indirectly, in any type of discrimination prohibited by any federal, state, or local law, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

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 terms 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 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 this Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontractor 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, 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 of 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.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below. This Agreement shall be effective as of the date first above written and upon being fully executed.

LAKE HAVASU CITY, a municipal corporation of
the State of Arizona

Date Signed

By _____
Cal Sheehy, Mayor

APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:

LAKE HAVASU CITY ATTORNEY

Date Signed

By _____
Kelly Garry, City Attorney

CITY OF KINGMAN, a municipal corporation of the
State of Arizona

Date Signed

By _____
Jen Miles, Mayor

APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:

CITY OF KINGMAN CITY ATTORNEY

Date Signed

By _____
Carl W. Cooper, City Attorney

CITY OF BULLHEAD CITY, a municipal
corporation of the State of Arizona

Date Signed

By _____
Tom Brady, Mayor

APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:

CITY OF BULLHEAD CITY ATTORNEY

Date Signed

By _____
Garnet K. Emery, City Attorney

MOHAVE COUNTY SHERIFF, an elected official
of Mohave County in the State of Arizona

Date Signed

By _____
Doug Schuster, Sheriff

APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:

MOHAVE COUNTY SHERIFFS ATTORNEY

Date Signed

By _____
Mohave County Sheriffs Attorney

COUNTY ATTORNEY, an elected official of
Mohave County in the State of Arizona

Date Signed

By _____
Matthew J. Smith, Mohave County Attorney

ATTESTATION OF CITY APPROVAL – LAKE HAVASU CITY

I, Kelly Williams, Clerk of Lake Havasu City, Arizona, hereby certify that the City Council of Lake Havasu City, Arizona, on the _____ day of _____, 2019, approved on behalf of Lake Havasu City, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

Kelly Williams, Clerk

ATTESTATION OF CITY APPROVAL - KINGMAN

I, Sydney Muhle, Clerk of Kingman, Arizona, hereby certify that the City Council of Kingman, Arizona, on the _____ day of _____, 2019, approved on behalf of City of Kingman, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

Annie Meredith, Clerk

ATTESTATION OF CITY APPROVAL – CITY OF BULLHEAD CITY

I, Susan Stein, Clerk of City of Bullhead City, Arizona, hereby certify that the City Council of Bullhead City, Arizona, on the _____ day of _____, 2019, approved on behalf of City of Bullhead City, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

Susan Stein, Clerk

ATTESTATION OF BOARD OF SUPERVISORS APPROVAL – MOHAVE COUNTY

I, Ginny Anderson, Clerk of the Board of Supervisors of Mohave County, Arizona, hereby certify that the Board of Supervisors of Mohave County, Arizona, on the _____ day of _____, 2019, approved on behalf of Mohave County, an Arizona Political Entity, for the purposes stated, the foregoing Agreement.

Ginny Anderson, Clerk, Board of Supervisors for Mohave County, Arizona

