

**RESOLUTION NO. 2017-13**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA FIRE DISTRICT FOR TECHNICAL COMMUNICATIONS/CONSULTING SERVICES.**

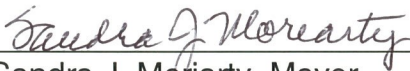
WHEREAS, the Sedona Fire District has technical communications expertise that can assist the City of Sedona in maintaining its law enforcement communications infrastructure; and

WHEREAS, the Sedona Police Department wishes to utilize the Fire District's Communications Technicians on an ongoing basis in order to ensure that its communications and technology needs are met: and

WHEREAS, for such purposes, an Intergovernmental Agreement has been negotiated with the Sedona Fire District for technical communication/consulting services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Sedona Fire District for technical communications/consulting services, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.


PASSED AND ADOPTED this 13<sup>th</sup> day of June, 2017 by the Mayor and Council of the City of Sedona, Arizona.

  
\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney

**INTERGOVERNMENTAL AGREEMENT  
TECHNICAL COMMUNICATIONS/CONSULTING SERVICES**

**Preamble**

This Intergovernmental Agreement (“Agreement”) is made and entered into this 17<sup>th</sup> day of MAY, 2017, by and between the SEDONA FIRE DISTRICT, a political subdivision of the State of Arizona (hereafter “SFD”) and CITY OF SEDONA, a municipal corporation of the State of Arizona (hereafter the “CITY ”). SFD and the CITY may each also be referred to herein as a “Party” and jointly referred to herein as the “Parties,” as the context requires.

**Recitals**

**WHEREAS**, the Parties are empowered pursuant to A.R.S. §11-951 and §11-952, etc., §48-805, etc., and §9-240, etc., to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

**WHEREAS**, the Parties wish to cooperate with each other in order to more effectively and economically provide communication technician and consultation services to the CITY; and

**WHEREAS**, the CITY wishes to utilize SFD’s Communications Technician (the “Communications Technician”) on an as-needed basis to provide technical support to the CITY’s Police Department; and

**WHEREAS**, the Parties wish to modify, in its entirety, the terms of that certain Intergovernmental Agreement between the City of Sedona and the Sedona Fire District, originally dated October 22, 2008 and that certain related Memo of Understanding, originally dated October 22, 2008.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the Parties hereto agree as follows:

**SECTION A - PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions whereby the CITY may utilize the services of SFD’s Communications Technician to (1) provide maintenance for critical communications equipment on a 24/7 basis, (2) provide non-emergency support and maintenance of the City of Sedona’s police departments’ radios and radio console, mobile and portable radio equipment, and (3) to provide limited emergency support and service on an as needed basis.

**SECTION B – DUTIES OF THE PARTIES**

The Parties’ mutual undertakings, as set forth in this Agreement shall be the consideration for entering into this Agreement.

**1. SFD's Responsibilities and Obligations: SFD shall:**

(a) Subject to availability, as determined by SFD, provide a qualified Communications Technician to the CITY on an as-needed basis to perform the technical and consultation services as provided herein.

(b) To respond to requests by the CITY for service of the radio and communications equipment which the CITY believes to be critical to its ability to respond to public safety calls, including radio consoles located within the CITY's facilities, and radios and radio equipment located in law enforcement vehicles operated by the CITY. This shall include the maintenance of up to two consoles. Said radio and communications equipment to be maintained shall be listed in Exhibit "A" attached hereto.

(c) Upon completion of any work performed pursuant to this Agreement, provide a timely (monthly) billing statement to the CITY to include service charges based upon the rates set forth herein.

(d) When servicing modules, SFD will not be obliged to service the internal workings of the modules. In addition, SFD may, in its discretion, substitute a "field replacement unit" in lieu of repairing a unit. Further, SFD is not obliged to stock spare modules or software for the equipment listed in Exhibit "A". The CITY shall be responsible for maintaining any module "mail-in" service contracts it deems necessary and will hold SFD harmless for any delay in repairs caused by said modules being sent out for further repair under said contracts.

(e) Ensure that any Communication Technician performing work pursuant to this Agreement meets the required qualifications for that function as established by SFD's then-current Communication Technician job description.

**2. CITY Responsibilities and Obligations: CITY shall:**

(a) Give reasonable notice to SFD when the Communications Technician is needed;

(b) Supervise the work of the Communications Technician while the Technician is providing services pursuant to this Agreement;

(c) Pay within ten (10) days any amounts billed by SFD for work referenced in Section "C" below, and for any additional work that is outside of the scope of the Service Contract Fee set forth in exhibit "C". Said additional hourly charge is more fully described in Section "C" below. Work will be invoiced by SFD, in addition to any materials, supplies, parts or software invoiced together therewith.

(d) Provide personnel as required to assist the Communication Technician in the performance of services pursuant to this Agreement.

(e) Provide access to spare equipment, if any, for the equipment listed in Exhibit "A".

### **SECTION C – COMPENSATION**

The CITY shall pay SFD, as a minimum, a non-refundable payment as set forth in Exhibit “C” (“Service Contract Fee”), payable monthly, in advance; with the first such monthly payment due on the date this Agreement is executed by both Parties, and continuing on the same day of each successive month thereafter. This monthly Service Contract Fee is being paid to provide, service of the equipment listed in Exhibit “A”. It also covers a portion of the cost for SFD to maintain, and provide connectivity to the SFD microwave system, as per current practice. The Service Contract Fee shall be adjusted upwards, on an annual basis, beginning on July 1, 2018 and each year thereafter, in an amount equal to 5%. At the end of each annual period, SFD, by April 1 of each year, shall furnish the CITY with the amount to be paid by the CITY for the following year.

In addition to “Service Contract Fee”, SFD shall be paid for “Additional Services” as described in Exhibit “B”. For any “Additional Services” as described in Exhibit B, SFD shall be compensated at a rate of \$76 per man hour for responses occurring Monday-Friday 8:00 a.m. - 5:00 p.m., and \$114 per man hour for all other times (including Holidays.)

SFD shall also be entitled to reimbursement for any materials, supplies, software, or parts purchased by SFD for the exclusive use in performing its duties hereunder. Invoices for said materials, supplies, software, or parts shall be attached to the monthly billing statement forwarded by SFD to the City.

### **SECTION D - TERM**

This Agreement shall be effective from July 1, 2017 through June 30, 2018, and shall, thereafter, automatically renew for successive three (3) year terms (June 30, 2021, etc.) unless terminated by either Party as provided in this Agreement.

### **SECTION E - TERMINATION**

1. This Agreement will terminate should the governing body of either Party fail or decline to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocating Party shall give ninety (90) days written notice to the other Party prior to termination.

2. Either Party may terminate this Agreement for any reason upon ninety (90) days written notice to the other Party.

3. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

### **SECTION F - LIABILITY INSURANCE**

Each Party shall maintain, during the life of this Agreement, either a policy of liability insurance, or through self-insurance providing for liability insurance, coverage in an amount of



not less than \$1,000,000 per occurrence with aggregate liability coverage of not less than \$3,000,000.

On the policies of insurance to be obtained and maintained pursuant to this Agreement, each Party shall provide to the other Party a Certificate of Insurance, confirming the required coverage and the Additional Insured designation.

#### **SECTION G - INDEMNIFICATION**

Subject to the limitations of liability set forth below, the Parties to this Agreement shall indemnify and hold harmless each other and their respective departments, boards, employees, and agents, from any and all claims, liabilities, expenses, or third-party actions resulting from the indemnifying Party's negligent acts or omissions arising from its performance pursuant to this Agreement.

#### **SECTION H – LIMITATIONS OF LIABILITY**

Notwithstanding any other provision to the contrary, the CITY agrees and acknowledges that SFD shall not be liable for or indemnify the CITY against damages incurred or suffered by reason of the CITY's inability to provide services or delay in providing a response due to the failure of any equipment maintained by SFD under this Agreement or the failure of SFD's Communication Technicians to respond promptly to a request for service. The CITY acknowledges that SFD's Communication Technicians may, at any given time, be unavailable to immediately service the equipment contemplated under this Agreement by reason of those Communication Technicians having been assigned to or located at other locations for the purpose of servicing SFD's communication equipment or other equipment for which SFD is obliged to service. Upon receiving notice by the CITY of a request that SFD's Communication Technicians provide service or maintenance to the CITY's equipment, SFD will either cause said Communication Technicians to be dispatched to the CITY to provide said service, or shall alert the CITY to the fact that said requested maintenance will be delayed by reason of conflicting service demands. In that event, the CITY may opt to seek alternate service from another source, or wait until such time as SFD is available to provide the services requested.

The CITY's sole remedy for any equipment or software failure, or for SFD's failure to provide timely service under this Agreement shall be the termination of this Agreement.

#### **SECTION I - LEGAL ARIZONA WORKERS ACT COMPLIANCE**

The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214.

#### **SECTION J - NON-DISCRIMINATION**

The Parties shall comply with any state and federal laws, rules and regulations, or CITY ordinance 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. The CITY 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 Nondiscrimination Act of 2008.

## **SECTION K – MISCELLANEOUS PROVISIONS**

1. The Parties understand and agree that SFD is an independent contractor and not an employee, agent, partner, joint venture, or representative of the CITY. SFD shall at all times represent and disclose that it is an independent contractor of the CITY and shall not represent to any third party that SFD and/or its employees is an employee, agent, or representative of the CITY. SFD and/or its employees shall not be entitled to receive any employment benefits offered to the employees of the CITY, including workers' compensation insurance coverage.

2. Each Party herein 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), the Parties acknowledge that government employees working under another public entity jurisdiction may be deemed employees of both public agencies for purposes of worker's compensation.

For the purposes of Workers' Compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this Agreement or to another specific intergovernmental agreement having no Workers' Compensation provision, is deemed to be an employee of both the Party who is the employee's primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. § 23-1022(D).

(a) The primary employer Party of such employee shall be solely liable for the payment of Workers' Compensation benefits payable as the result of the employee's participation in such activity.

The employees of each Party to this Agreement shall remain under the ultimate control of said Party notwithstanding their participation in the operations or activities anticipated by this Agreement. Employees of a Party participating in said operations or activities are not considered employees of any other Party for any purpose except as described herein. Except as otherwise provided in this Agreement, each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in said operations and activities.

3. Nothing contained in this Agreement shall create any partnership, joint venture or joint employment relationship between the Parties.

4. This Agreement does not provide for the joint purchase of any property. Upon partial or complete termination of the Agreement, each Party shall retain any property it has acquired pursuant to the Agreement.

5. This Agreement is intended solely for the benefit of SFD and the CITY, and shall not be construed as a third-party beneficiary contract for the benefit of any third party, including but not limited to the recipient of any services by the City Police Department.

6. If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

7. This Agreement shall be binding upon the Parties and any successor-in-interest.

8. The Parties hereto expressly covenant and agree that in the event of a dispute arising under this Agreement, the matter shall be put to non-binding arbitration under the terms and provisions of the Arizona Arbitration Act. In any event, the Parties hereto waive any rights to a trial by jury. The Parties hereto further expressly covenant and agree that each Party shall be responsible for their own attorney's fees incurred in conjunction with any dispute, arbitration or judicial action.

9. The waiver by either Party of any breach by the other of any term, covenant or any condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition of the Agreement. No term, covenant, or condition hereof can be waived except by the written consent of both Parties and forbearance or indulgence by either Party in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by the other Party.

10. Notices required pursuant to this Agreement shall be hand-delivered or sent by U.S. Mail to the following addresses or to such other addresses as the Parties may subsequently designate:

**SEDONA FIRE DISTRICT**  
Attn: Fire Chief  
2860 Southwest Drive  
Sedona, AZ 86336

**CITY OF SEDONA**  
Attn: City Manager  
102 Roadrunner Drive  
Sedona, AZ 86336

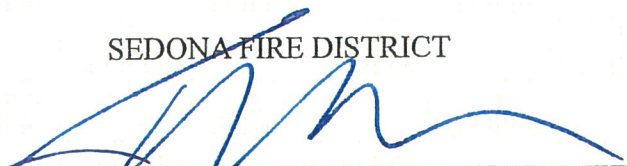
11. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and shall be deemed made and entered into in Yavapai County.

12. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the authorized representatives of each of the Parties hereto. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the date(s) set forth below.

APPROVALS

SEDONA FIRE DISTRICT

  
Chairman/Fire Board Date  
Ty MONTGOMERY 5/17/2017

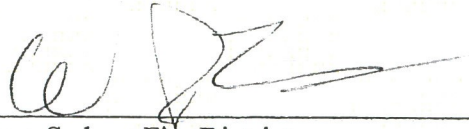
Fire Chief Date  
KRIS KAZIAN 5/17/2017

CITY OF SEDONA

  
City Manager Date  
6/19/17


**DETERMINATIONS OF COUNSEL**

Pursuant to A.R.S. Section §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Sedona Fire District who has determined that the agreement is in proper form and within the powers and authority granted under the laws of this State to the Sedona Fire District.



\_\_\_\_\_  
Attorney, Sedona Fire District

Pursuant to A.R.S. Section §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City Of Sedona who has determined that the agreement is in proper form and within the powers and authority granted under the laws of this state to the City Of Sedona.



\_\_\_\_\_  
Attorney, City of Sedona



## EXHIBIT "A"

### EQUIPEMENT TO BE SERVICED (Billed under Service Contract Fee)

Quantity of 2 Telex C-Soft dispatch software application with license key (updates only, using only updates from Vendor; no programming)

Quantity of 2 Dell desktop PC's running the above application

Quantity of 2 Telex IP223 radio base station interface modules

Quantity of 2 Daniels VHF repeater located at the Sedona Airport radio building

Quantity of 2 JPS receiver comparator otherwise known as a receiver voting system

Quantity of 1 Telco systems channel bank

Quantity of 1 PCOM 8T1 microwave link

Quantity of 12 receivers

Quantity of 1 Carlson 4.9Ghz microwave link

Quantity of 1 Daniels VHF base station

Quantity of 55 Motorola XTS series portable radios (only if repaired on a non-emergency basis (during regular business hours). If emergency, will be charged hourly, per contract).

Quantity of 25 Motorola mobile vehicle radios (only if repaired on a non-emergency basis (during regular business hours). If emergency, will be charged hourly, per contract).

## EXHIBIT "B"

### ADDITIONAL SERVICES

(to be billed in addition and separate to the Monthly Retainer)

- Only one dispatch position is down at SFD's discretion.
- Excessive trouble calls due to repeated radio interference from an unknown source.
- Excessive trouble calls due to new equipment poor manufacturer design/defect in workmanship or known warranty issue.
- Make corrections to equipment or software changes performed by others or another third party.
- Antenna system work that involve any special tooling or outside contractor for roofing modifications or the rental of a crane or man-lift device.
- Issues related to the phone system or lease lines.
- FCC licensing involving co-ordination fees.
- Lightning, flood, earthquake or power surge.
- Wireless headset systems external to the console with dead batteries or interfering with another.
- Any unit not listed on exhibit "A".

## Exhibit "C"

### SUMMARY OF CHARGES

- (1) Year 1 (July 1, 2017 – June 30, 2018) = \$3,210.48.00 per month
- (2) Year 2 = \$3,371.00 per month
- (3) Year 3 = \$3,539.55 per month
- (4) Year 4 = \$3,716.53 per month



**SEDONA FIRE DISTRICT  
FIRE BOARD AGENDA COMMUNICATION**

*Submitted by:* Asst. Chief Jeff Piechura *Date:* May 11, 2017

<b>SUBJECT:</b> Sedona Police and SFD Telecom Support Intergovernmental Agreement Renewal	<b>BOARD MEETING DATE:</b> May 17, 2017
<b>AGENDA ITEM #:</b> IV.D.4.	<b>DIVISION / SECTION:</b> Telecom
<b>ACTION REQUIRED:</b> <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion – <i>Consent Agenda</i> <input type="checkbox"/> Information <input type="checkbox"/> Other (Explain)	<b>BOARD RECOMMENDATION:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded

*Project/issue relates to SFD Strategic Plan \_\_\_\_\_ or Not Applicable \_ \_\_\_\_.*

**ISSUE:** The City of Sedona Police Department (SPD) and Sedona Fire District (SFD) would like to renew the long standing Telecom Support Intergovernmental Agreement beginning July 1, 2017 for a period of four years. The Agreement has a 5% annual cost inclinator included.

**BACKGROUND:** The SPD and SFD have enjoyed a number of years working together in a Shared Services Intergovernmental Agreement for Telecom Support Services provided by the SFD Telecom Division. The current Intergovernmental Agreement is set to expire June 30, 2017. Both parties have the desire to renew the Agreement with a simplified annual cost inclinator of 5% per year. The current agreement provided for the last year to move to the 5% increase number. Prior years included a Cost Index multiplier. Telecom Services provided include maintenance of SPD Radio Systems and tower sites, some of which are co-located on our towers.

**FINANCIAL PERSPECTIVE:** The Agreement provides a predictable budgeting tool for the City and District. The annual agreement amounts are:

FY 2018	\$3,210.48 per month	\$38,525.76 per year
FY 2019	\$3,371.00 per month	\$40,452.00 per year
FY 2020	\$3,539.55 per month	\$42,474.60 per year
FY 2021	\$3,716.53 per month	\$44,589.36 per year

**PROS & CONS:** This agreement is a renewal that provides both SPD and SFD shared Telecom services and the ability to share tower locations for ease of maintenance and communications.

**INTERNAL PROCESS PERSPECTIVE:** This agreement continues the cooperative inter-agency efforts that both SPD and SFD have fostered for years. The agreement provides the District with financial resources to provide the staffing for the benefit of the City Police Department radio infrastructure.

**BOARD ATTORNEY APPROVAL:** Legal has reviewed and approved the IGA as presented.

**FIRE CHIEF RECOMMENDATION:** SFD has been providing technical Telecom services to SPD for a long time. This agreement has been modified in the last 5 years to include a cost escalator for service. This is an alternate source of revenue that we have actively sought to help balance our technical expertise and our ability to provide shared services for our fellow governmental agencies. We have highly technical personnel capable of providing service to SPD's needs while we are constantly working to balance the needs of SFD. Analysis continues to show this is a viable partnership and at this time recommend we engage in a 4 year agreement.

**FINANCE SECTION APPROVAL:** N/A

**MOTION(S):** I move to approve the IGA for Technical Communication Services between SFD and City of Sedona Police Department. (Listed as part of Consent Agenda.)

**ATTACHMENTS:** IGA for Technical Communication Services between SFD and SPD