

RESOLUTION 2020 - 011

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF ADMINISTRATION; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City Staff to seek, make application for, and accept any Federal and State funding assistance for improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through SEACOM, has made Application and has been awarded grant funding of \$67,200 from the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program, these funds will support services in support of Text-to-911 in Cochise County; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to provide Text-to-911 services throughout the City of Sierra Vista and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council seeking grant funding be, and hereby is, reaffirmed.

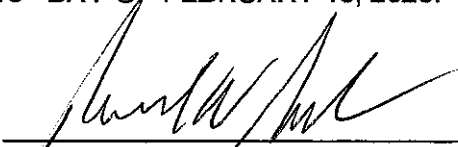
SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program and the City of Sierra Vista for grant funding for the purpose of providing Text-to-911 services throughout the City of Sierra Vista and surrounding areas, be and hereby is approved.

SECTION 3


The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 13th DAY OF FEBRUARY 13, 2020.



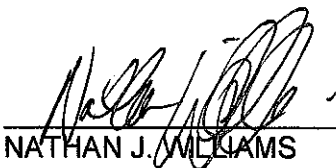
Frederick W. Mueller
Mayor

ATTEST:



JILL ADAMS
City Clerk

APPROVED AS TO FORM:



NATHAN J. WILLIAMS
City Attorney

PREPARED BY:

SUSAN PAPTREFON
SEACOM Administrator

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
Arizona 9-1-1 Program
GRANT AGREEMENT

GFR Grant Number:GFR-AZ911-20-010T

This grant agreement (“**Agreement**”) between the City of Sierra Vista (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-911 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 9-1-1 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).

II. BACKGROUND

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-9-1-1 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, e-mail 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.

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 9-1-1 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.
2. The System Administrator agrees to submit all request for reimbursements for PSAPs within their 9-1-1 system and approved in the grant application or 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.

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.

| APPROVED LINE ITEM PROGRAM BUDGET | |
|-----------------------------------|-----------------|
| Personnel | \$0.00 |
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$0.00 |
| Supplies | \$0.00 |
| Contractual/Outside Services | \$67,200 |
| Construction | \$0.00 |
| Other Costs | \$0.00 |
| Total | \$67,200 |

2. It is agreed and understood that the total to be paid for by GFR under this agreement shall not exceed \$67,200 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.

- 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, 2024, 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:

Southeastern Arizona Communications (SEACOM)
1728 Paseo San Luis
Sierra Vista, AZ 85635
Attention: Mrs. Susan Papatrefon

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.



~~August 28, 2019~~
October 24, 2019

Katje Benoit
State of Arizona
ADOA - Office of Grants and Federal Resources
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007

Re: Delegation of Authority

Dear Ms. Benoit,

By means of this letter, I, Frederick W. Mueller, Mayor, delegate the authority herein described, to Linda Jones, Interim Chief Procurement Officer for the City of Sierra Vista, on the following terms and conditions:

Linda Jones, Interim Chief Procurement Officer may review and execute, on behalf of the City of Sierra Vista all contracts and agreements relating to the Arizona 9-1-1 Grant Program.

The effective date of this delegation is October 12, 2019 and shall remain in effect until revoked.

The authority delegated is not subject to sub-delegation without my prior and express written consent.

ATTEST:

Handwritten signature of Jill Adams in black ink.

Jill Adams, City Clerk

Handwritten signature of Frederick W. Mueller in black ink.

Frederick W. Mueller, Mayor

Handwritten signature of Charles P. Potucek in black ink.

Charles P. Potucek, City Manager

Acknowledged and agreed:

Handwritten signature of Linda Jones in black ink.

Linda Jones, Interim Chief Procurement Officer

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

2-13-2020

Date

Linda Jones Interim Chief Procurement Officer

Printed Name and Title

[Signature]

2/13/20

Additional signature(s) if required by political subdivision

Date

Mayor, City of Sierra Vista

2/13/2020

Printed Name and Title

Date

Attest:

[Signature]

Clerk

2/13/2020

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):

[Signature]

Legal counsel for GRANTEE

13 Feb 2020

Date

Nathan J. Williams, City Attorney

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:

[Signature]

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

3/13/20

Date