

IGA with City of Show Low and Towns of Snowflake/Taylor

Recommendation:

Staff recommends approval of the attached Intergovernmental Agreement with the city of Show Low and the towns of Snowflake and Taylor.

Summary:

For several years, NPC and Navajo County have had a reciprocal agreement which allows each entity to use the other entity's transmission towers to hang needed equipment. Navajo County is turning over its first responder and law enforcement data transmission equipment in Show Low and Snowflake/Taylor to those local governments. NPC wishes to allow these government entities to continue to be able to use NPC transmission towers for their equipment. This equipment has no impact on NPC operations. The proposed agreement will allow the Show Low PD and the Snowflake/Taylor PD to consolidate their 911 dispatch office and allow access to the White Mountain Campus Tower and Silver Creek Campus Tower facilities to service microwave equipment. The proposed agreement also adds key network security requirements to safeguard the NPC network.



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NORTHLAND PIONEER COLLEGE
AND
CITY OF SHOW LOW AND TOWNS OF SNOWFLAKE AND TAYLOR**

This Intergovernmental Agreement ("Agreement") is by and among the **NORTHLAND PIONEER COLLEGE ("College")**, the **CITY OF SHOW LOW ("City")** and the **TOWNS OF SNOWFLAKE AND TAYLOR ("Towns")**.

RECITALS

- A. **WHEREAS**, College owns a microwave tower upon which certain microwave network links owned by Navajo County are currently located;
- B. **WHEREAS**, the City and Towns are assuming ownership of the links ("PD Equipment") to provide enhanced emergency service communication between the City of Show Low and the Towns of Snowflake and Taylor;
- C. **WHEREAS**, College desires to allow the City/Towns to access the College Network and Tower as may be necessary to provide the enhanced emergency services and City/Towns desires to access the College Tower and Network to provide such services; and
- D. **WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.
- 2. **Purpose.** The purpose of this Agreement is to allow the City/Towns to access the College network and Tower to provide the enhanced emergency services at no cost pursuant to the Terms of this Agreement.
- 3. **Term and Termination.**
 - 3.1 Effective Date.** This Agreement shall be effective upon the approval of both parties' governing bodies.
 - 3.2 Term.** This Agreement shall have a term of one year, unless terminated sooner by either Party as provided for in this Agreement.

3.3 Renewals. This Agreement shall renew automatically for a one-year period on the anniversary of the Effective Date of this Agreement unless either party provides the other with two (2) months' prior written notice of its intention not to renew the Agreement.

3.4 Termination. Either party may terminate this Agreement at any time, with or without cause, with two (2) months' prior written notice of its intention to terminate.

4. **Tower Access.** College shall provide City/Towns and their designees with access to College Tower and Network as necessary to allow the City/Towns to install, maintain, configure, repair and/or replace the PD Equipment. In no event shall the PD Equipment generate more than 100 megabytes of traffic on the College network without prior written consent from College.
5. **City Use of College Tower and Network.**
 - 5.1. City/Towns and their designees shall be responsible for the installation, configuration, maintenance, repair and replacement of any microwave network links installed, erected, or otherwise placed on College Tower.
 - 5.2. City/Towns are responsible for encrypting all data/traffic on its PD Equipment using industry standard encryption before the data/traffic enters the College's network, which includes routing, firewalling and end-to-end encryption of their traffic.
6. **Manner of Financing.** There shall be no charge to the City/Towns for the colocation of the PD Equipment on the College Tower. Each party shall pay its own expenses in connection with the performance of this Agreement.
7. **Damage to Property.** Each party shall pay for the repair of any damage beyond ordinary wear and tear caused to the other party's property by virtue of that party's use of the property.
8. **Indemnification.** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage arising out of the performance of this Agreement, but only to the extent such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
9. **Legal Relationships.** This Agreement is not intended to create a relationship of agency, servant, employment, joint venture, or association between the parties.
10. **Notice.** Each Party will notify the other of any changes of address that would require any notice or delivery to be directed to another address. Any notice required or allowed under this Agreement shall be deemed properly delivered if sent by mail or electronic mail to the addresses below. If notice is sent by mail, it shall be deemed sent three (3) days after mailing if sent by first class, registered or certified mail, return receipt requested.

Northland Pioneer College Attn: Director of Information Services PO Box 610 Holbrook, AZ 86025 Email: (928) 524-7400	City of Show Low Attn: Commander, Show Low Police Dept. 411 E. Deuce of Clubs Show Low, AZ 85901 Email: jmcneil@showlowaz.gov (928) 537-5091
Town of Snowflake 81 W. 1 st Street South Snowflake, AZ 85937	Town of Taylor 425 W. Paper Mill Road Taylor, AZ 85939

11. Miscellaneous.

- 11.1. **Assignments.** No part of this Agreement may be assigned to any agency not a party to this Agreement without the written consent of all parties.
- 11.2. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.
- 11.3. **Counterparts.** This Agreement may be executed by each party in separate counterparts each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
- 11.4. **Severability.** 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 on the parties.
- 11.5. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511, the terms of which are incorporated herein by reference.
- 11.6. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order. The jurisdiction and venue for any action under this Agreement shall lie in Navajo County, Arizona.
- 11.7. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another

public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates indicated below.

Northland Pioneer College

By: _____

Its: _____

Attest: _____

City of Show Low

By:  _____

Its: Mayor

Attest:  _____
Tamra Reidhead City Clerk

Town of Snowflake

By: _____

Its: _____

Attest: _____
Katie Melser, Town Clerk

Town of Taylor

By: _____


Its: _____

Attest: _____
Geri Judd, Town Clerk

APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D) the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

Counsel for College

 _____
Counsel for City

Date: _____

Date: 12-3-19

Counsel for Town of Snowflake

Date: _____

Counsel for Town of Taylor

Date: _____