

# Fort McDowell Yavapai Nation

P.O. Box 17779, Fountain Hills, AZ 85269

Phone (480) 789-7000

Fax (844) 570-1102

President Bernadine Burnette Vice President Paul J. Russell Treasurer Pansy P. Thomas  
Council Member Gerald Doka Council Member Albert C. Nelson Council Secretary Verlene Baptisto

## RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN FORT MCDOWELL YAVAPAI NATION AND THE CITY OF MESA RELATING TO FIRE DISPATCH SERVICES

Resolution No. Ft. McD. 2023- 142

- WHEREAS,** the Fort McDowell Yavapai Nation ("Nation") is a federally recognized Indian tribe and a sovereign nation governed by its Constitution and laws; and,
- WHEREAS,** the Fort McDowell Yavapai Nation Tribal Council ("Tribal Council") is the governing body of the Nation; and,
- WHEREAS,** the Nation's Fire Department ("Fire Department") was created to provide fire protection and emergency services for the Nation and to people for whom services are rendered with a dedication to speed and accuracy in their response; and,
- WHEREAS,** the Tribal Council is committed to enhancing public safety within the Nation and improving the overall well-being of its citizens by implementing a more advanced and dependable radio communication system, exceeding the capabilities of the existing system utilized by the Fire Department; and,
- WHEREAS,** presently, the Fire Department and the Police Department jointly operate a single-person dispatch call center, and there is a potential for overload during emergencies with multiple simultaneous calls; and,
- WHEREAS,** the City of Mesa operates the Mesa Regional Dispatch Communications Center ("MRDC"), which employs a team of thirty-two (32) full-time dispatchers and five (5) part-time dispatchers; and,
- WHEREAS,** the MRDC has the knowledge, experience, and skills necessary to address the public safety and welfare needs of the Nation; and,
- WHEREAS,** the Tribal Council, upon the recommendation of the Nation's Fire Chief, desires to negotiate and execute the Intergovernmental Agreement between the City of Mesa and the Fort McDowell Yavapai Nation relating to Fire Dispatch Services ("IGA"), incorporated herein and attached to this Resolution as Exhibit A; and,

**WHEREAS**, the term of the IGA is for five (5) years and may be renewed for an additional five (5) year term; and,

**WHEREAS**, the first year cost per call originating from within the FMYN jurisdictional boundary will be thirty six dollars and ninety one cents (\$36.91) and will be funded by the Fire Department's 2023-2024 fiscal year budget; and,

**WHEREAS**, the IGA includes language that requires the Nation to agree to a limited waiver of sovereign immunity solely and exclusively for the strictly limited purpose of resolving a claim or dispute that may arise with respect to the interpretation or enforcement of the IGA or for purposes related to the Nation's use of or participation in the MRDC; and,

**WHEREAS**, the Tribal Council finds it is in the best interests of the Nation to enter into the IGA, thereby agreeing to a limited waiver of sovereign immunity and utilizing the MRDC for its Fire Department Dispatch needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Council hereby authorizes the President or her designee to negotiate and execute the Intergovernmental Agreement between the City of Mesa and the Fort McDowell Yavapai Nation relating to Fire Dispatch Services, and any related documents necessary to ensure the intent of this Resolution; and,

**BE IT FURTHER RESOLVED** that the Nation's Fire Department is authorized to conduct business in a manner that fulfills the intent of this Resolution.

**CERTIFICATION**

Pursuant to the authority contained in Article V, Section 13(A)(1), (5), (6), and (15), and 13(B)(1) and (2), of the Constitution of the Fort McDowell Yavapai Nation ratified by the Tribe on October 19, 1999 and approved by the Secretary of the Interior on November 12, 1999, the foregoing Resolution No. 2023-142 was adopted this 21 day of November, 2023 at a Special Tribal Council Meeting held at Fort McDowell at which a quorum of 5 members were present, 0 absent, by a vote of 4 for and 0 opposed and 0 abstained.

**Vote of the Tribal Council:**

Per the Nation's Constitution, Article V, the President only votes in a tie vote or under Article IX.

Bernadine Burnette, President	<u>  </u> Absent	<u>  </u> for	<u>  </u> opposed	<u>  </u> abstained
Paul J. Russell, Vice President	<u>  </u> Absent	<u>X</u> for	<u>  </u> opposed	<u>  </u> abstained
Pansy Thomas, Treasurer	<u>  </u> Absent	<u>X</u> for	<u>  </u> opposed	<u>  </u> abstained
Gerald Doka, Council Member	<u>  </u> Absent	<u>X</u> for	<u>  </u> opposed	<u>  </u> abstained
Albert C. Nelson, Council Member	<u>  </u> Absent	<u>X</u> for	<u>  </u> opposed	<u>  </u> abstained

Bernadine Burnette  
Bernadine Burnette  
President, Tribal Council

Attested to:  
Verlene Baptisto  
Verlene Baptisto  
Tribal Secretary

November 21, 2023  
Date

**EXHIBIT A**

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF MESA AND THE FORT MCDOWELL YAVAPAI NATION  
RELATING TO FIRE DISPATCH SERVICES

# INTERGOVERNMENTAL AGREEMENT

between

THE CITY OF MESA AND THE FORT MCDOWELL YAVAPAI NATION

relating to

FIRE DISPATCH SERVICES

This Intergovernmental Agreement (“Agreement”) is made and entered into this 21 day of November, 2023 (“Effective Date”) by and between the City of Mesa (“Mesa”) an Arizona municipal corporation and the Fort McDowell Yavapai Nation (“Fort McDowell Yavapai Nation” or “Nation”), a Federally Recognized Indian Tribe and sovereign nation (collectively referred to herein as “the Parties” or individually as the “Party”).

## RECITALS

WHEREAS, Mesa and the Nation have the power to enter intergovernmental agreements pursuant to A.R.S. §11-951 and A.R.S. § 11-952; and

WHEREAS, Mesa is also authorized and empowered to enter into intergovernmental agreements pursuant to Article I, Section 103 of its City Charter; and

WHEREAS, the Nation is a federally recognized Indian tribe and a sovereign nation governed by its Constitution and laws; and

WHEREAS, the Nation is also authorized by Section 13(A)(15) of Article V, Legislative Branch, of the Constitution of the Fort McDowell Yavapai Nation to consult, negotiate, contract, and conclude and perform agreements with Federal, state, local governments and Indian tribes, as well as any person; and

WHEREAS, Mesa, through its Fire and Medical Department, operates a regional fire and emergency medical dispatch system and has the capability to provide this service to Fort McDowell Yavapai Nation; and

WHEREAS, Mesa and Fort McDowell Yavapai Nation desire to enter into an intergovernmental agreement relating to fire dispatch services where Mesa will provide fire and emergency dispatch services to the Nation.

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

## **Article 1. Term, Termination, Effective Date**

- 1.1 Term. This Agreement will commence on the Effective Date and will remain in effect for five (5) years from the Effective Date (the "Initial Term") until replaced, modified, or superseded by a subsequent agreement or until terminated by any Party as provided for in Article I, Paragraph 1.2 or 1.3 of this Agreement. The Agreement may be extended or renewed for one additional five (5) year term (the "Extended Term") by written mutual consent of Mesa and the Fort McDowell Yavapai Nation. No later than sixty (60) calendar days prior to expiration of the Initial Term, either Party will provide the other Party with written notice of their intent to exercise the Extended Term provision of this Agreement. The Agreement under the Extended Term may thereafter be terminated by written notice by any Party as provided for in Article I, Paragraph 1.2 or 1.3 below.
- 1.2 Termination on Notice. Either Fort McDowell Yavapai Nation or Mesa may terminate this Agreement for any or no reason by providing thirty (30) days' written notice to the non-terminating party of its intention to terminate. Such termination will be effective thirty (30) days after receipt of notice by the non-terminating Party.
- 1.3 TRWC Membership. This Agreement will be contingent upon Fort McDowell Yavapai Nation's acceptance and continued membership in the TOPAZ Regional Wireless Cooperative (TRWC). Should TRWC membership be denied and/or terminated then this agreement is null and void.
- 1.4 Disposition of Property.
  - (a) In the event of expiration, cancellation, or any other termination of this Agreement, any and all equipment or other materials purchased for joint use and paid for by one or both of the Parties will remain as part of Mesa's Computer Aided Dispatch ("CAD") system and no reimbursement for such equipment or material will be made.
  - (b) In the event of expiration, cancellation, or any other termination of this Agreement, Mobile Dispatch Equipment (as defined herein) purchased by Fort McDowell Yavapai Nation will belong to Fort McDowell Yavapai Nation, whether such equipment is in the possession of Mesa or the possession of Fort McDowell Yavapai Nation.
- 1.5 Disconnection Fee. In the event that Fort McDowell Yavapai Nation terminates this Agreement, or this Agreement is terminated as a result of Fort McDowell Yavapai Nation's material breach, Fort McDowell Yavapai Nation will pay to Mesa all reasonable costs associated with Fort McDowell Yavapai Nation's disconnection including, without limitation, Mesa's administrative costs. In the event that this agreement is terminated as a result of Mesa's material breach, Mesa will waive all costs associated with the Nation's disconnection.

## Article 2. Dispatch Services

- 2.1 Dispatch Policies, Procedures, Specifications. Mesa will dispatch Fort McDowell Yavapai Nation fire units in accordance with the Mesa Regional Dispatch Communications' (MRDC) policies, procedures, and specifications, as the same may be issued and/or amended by MRDC, and in accordance with data specifications implemented on Mesa's Computer Aided Dispatch and Mobile systems ("Data Specifications"). Fort McDowell Yavapai Nation agrees to adhere to said policies, procedures, and specifications. Fort McDowell Yavapai Nation also agrees to provide appropriate representation to ad hoc dispatch functional meetings scheduled by Mesa.
- 2.2 Mesa will provide Fire Station Alerting (FSA) services to Fort McDowell Yavapai Nation, dependent on the FSA equipment, infrastructure, and connections.
- 2.3 Mesa will provide mobile dispatch services to Fort McDowell Yavapai Nation, via the CAD's mobile system.
- 2.4 Mesa Regional Dispatch Communications Changes.
- (a) Dispatch Service Changes. If Fort McDowell Yavapai Nation desires changes to be made to Mesa dispatch services, Fort McDowell Yavapai Nation will request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes and serviced by Mesa's dispatch system. Such changes, if consented to and approved, will be implemented as amendments to the Mesa Regional Dispatch Communications policies and procedures. The costs of implementing all changes will be determined as provided in Section 4.1 of this Agreement.
- (b) CAD Systems Changes. As long as a valid software maintenance agreement exists between Mesa and its CAD vendor, any changes to the CAD system source code must be authorized and implemented by the CAD vendor. To be implemented, all changes must have the mutual consent of all government units impacted by the requested changes and serviced by Mesa's CAD system. Such changes, if duly consented to and approved, will be implemented as amendments to the CAD data specifications set forth in a Supplemental Agreement "A" agreed to and signed by the Parties. The Supplemental Agreement "A" will make reference to this Agreement and become a supplement to this Agreement. The costs of implementing all changes will be determined as provided in Section 4.2(g) of this Agreement.
- 2.5 Geographical Information.
- (a) Fort McDowell Yavapai Nation will provide Mesa with geographic information within Fort McDowell Yavapai Nation's jurisdiction, as specified under Data Elements in the Geographical Information Specifications, which will be set forth in a Supplemental Agreement "B" agreed to and signed by the Parties. The Supplemental Agreement "B" will make reference to this Agreement and become a supplement to this Agreement.

Fort McDowell Yavapai Nation will provide all geographic information identified as required. Fort McDowell Yavapai Nation may provide any optional layers of geographic data as defined in the Supplemental Agreement “B”, with Mesa’s prior approval.

- (b) Fort McDowell Yavapai Nation will periodically, to be determined by mutual agreement, provide Mesa with its current geographical information that conforms to the CAD data specifications. Mesa will load such current geographical information onto Mesa’s CAD system. Mesa disclaims all liability and Fort McDowell Yavapai Nation holds Mesa harmless from any errors in the geographical information provided by Fort McDowell Yavapai Nation. Fort McDowell Yavapai Nation will be responsible for adhering to Mesa procedures for submission and correction of geographical information.
- (c) Mesa will notify Fort McDowell Yavapai Nation with CAD geographical information data updates for the mobile mapping system, (installed on Fort McDowell Yavapai Nation Mobile Computer Terminals) on a periodic basis to be mutually agreed upon between Fort McDowell Yavapai Nation and Mesa.

## 2.6 Emergency 911 Databases.

- (a) Fort McDowell Yavapai Nation will be responsible for the maintenance of all applicable Emergency 911 (“E911”) databases supplied by Fort McDowell Yavapai Nation to Mesa (e.g., Master Street Address Guide (“MSAG”), and Automatic Number Identifications and Automatic Location Identification (“ANI/ALI”) databases).
- (b) Fort McDowell Yavapai Nation will ensure that Public Safety Answering Point(s) (“PSAPs”) continue to provide the ability for a one button transfer of E911 phone calls, including ANI/ALI.
- (c) Fort McDowell Yavapai Nation will ensure that their current law enforcement provider of Fort McDowell Yavapai Nation Police Department will provide all necessary ringdown lines between Mesa’s dispatch center and Fort McDowell Yavapai Nation’s PSAP(s).

## 2.7 Use of Dispatch Systems.

- (a) Fort McDowell Yavapai Nation will follow radio operation guidelines and procedures as defined in Mesa’s Fire Department standard operating guidelines, as well as Mesa’s Regional Dispatch Communications procedure manual, unless other guidelines and procedures are mutually agreed upon.
- (b) Fort McDowell Yavapai Nation will continue as a Member of the TOPAZ Regional Wireless Cooperative in accordance with the provisions TRWC Governance before

Fort McDowell Yavapai Nation uses the TRWC two-way Land Mobile Radio systems for operational purposes.

- (c) Mesa will allow Fort McDowell Yavapai Nation access to Mesa's Automatic Vehicle Location ("AVL") feature in the Mobile CAD Terminals (MCT).
- (d) Mesa will allow Fort McDowell Yavapai Nation access to Mesa's Mobile Dispatch System.
- (e) Mesa will allow Fort McDowell Yavapai Nation access to Mesa's Fire Station Alerting System.

2.8 Requests to Expand Dispatch Services. Requests to expand or enhance the CAD system functionality, voice, AVL or mobile data communication, or to provide interconnection to future Fort McDowell Yavapai Nation fire stations or administrative sites, will be submitted to Mesa in writing. Mesa will determine the feasibility of the request and provide Fort McDowell Yavapai Nation with a recommendation for the expansion or enhancement. If the request is deemed acceptable, Mesa will provide an estimate of costs to provide such expansion or enhancement. Equipment, installation, and engineering costs for such expansion or enhancement will be paid by Fort McDowell Yavapai Nation.

### **Article 3. Fort McDowell Yavapai Nation Equipment**

- 3.1 Equipment to be Purchased. Mesa will provide the items necessary to effectively participate in Mesa's Fire Dispatch Services systems, including the communication and record keeping aspects of such systems. Any additional minimum equipment requirements for such participation will be set forth in a Supplemental Agreement "C" agreed to and signed by the Parties. The Supplemental Agreement "C" will make reference to this Agreement and become a supplement to this Agreement.
- 3.2 Mobile Dispatch Equipment, Maintenance Services. Mesa will maintain the MCT software used by Fort McDowell Yavapai Nation in the Fire Dispatch Service systems. Conditions and the rate for providing such services will be those as set forth in section 4.3. Fort McDowell Yavapai Nation will maintain the MCT hardware.

### **Article 4. Costs and Fees**

- 4.1 Dispatch Services. Fort McDowell Yavapai Nation agrees to pay Mesa a set fee for each dispatched call. This fee will be established by the Mesa Regional Dispatch or other applicable departments and is subject to revision on an annual basis in accordance with procedures that will be set forth in a Supplemental Agreement "D" agreed to and signed by the Parties. The Supplemental Exhibit "D" will make reference to this Agreement and become a supplement to this Agreement.

#### 4.2 Fort McDowell Yavapai Nation Participation Costs

- (a) Fort McDowell Yavapai Nation will be responsible for any costs associated with the preparation of its sites and vehicles, and for the installation of required dispatch services hardware.
- (b) Fort McDowell Yavapai Nation will acquire their MCTs and provide to Mesa for software install. Mesa will install the Mobile CAD and related software onto Fort McDowell Yavapai Nation's MCTs. Fort McDowell Yavapai Nation agrees to pay Mesa for the costs of such installation on the MCTs.
- (c) Fort McDowell Yavapai Nation will be responsible for the cost of installing the MCTs into their apparatus/vehicles.
- (d) Fort McDowell Yavapai Nation will pay all costs for any necessary communication facilities between Mesa and each interconnected Fort McDowell Yavapai Nation site (fire station, administrative offices, transmitting or receiving locations) and any connecting devices required solely for Fort McDowell Yavapai Nation participation. The parties acknowledge that any costs for services provided by a utility will be billed to Fort McDowell Yavapai Nation by the utility providing such service and that Fort McDowell Yavapai Nation will pay such costs directly to such utility.
- (e) Fort McDowell Yavapai Nation will reimburse Mesa for all costs incurred solely to supply Fort McDowell Yavapai Nation with access to the Mesa Fire Dispatch Services System.
- (f) Fort McDowell Yavapai Nation will reimburse Mesa, or Mesa's designated contractor, for all expenses required to correct any dispatch service problems that are directly attributed to the use of Fort McDowell Yavapai Nation's geographic information, which cannot be remedied by correcting and reloading Fort McDowell Yavapai Nation's geographic information.
- (g) Fort McDowell Yavapai Nation will be responsible for all replacement costs for equipment Fort McDowell Yavapai Nation purchased to participate in Mesa's CAD system.
- (h) All analysis, design, engineering, software installations, and programming requested by Fort McDowell Yavapai Nation and agreed to by Mesa will be performed at the hourly rate established by the Mesa Communications' or other applicable department plus mileage at IRS Standard mileage rates or at the quoted vendor rate, if the work is not performed by Mesa personnel. If only Fort McDowell Yavapai Nation requests such services, Fort McDowell Yavapai Nation will pay the total cost of the services. If other governmental units participating in the Mesa dispatch services request such services, the total cost will be prorated among all the governmental units requesting the

services, based on the number of dispatched calls that each governmental unit made in the previous calendar year.

- (i) Fort McDowell Yavapai Nation will be responsible for costs for use of the TOPAZ Regional Wireless Cooperative (TRWC) two-way Land Mobile Radio systems in accordance with the separate TRWC Intergovernmental Agreement between Fort McDowell Yavapai Nation and the TRWC and the TRWC Governance.

4.3 Maintenance Services for Other Equipment, Costs. Maintenance services for software installation and troubleshooting, record terminals, mapping terminals, network devices, or network connectivity used in conjunction with this Agreement may, at Mesa's sole and absolute discretion, be performed by Mesa, when requested by Fort McDowell Yavapai Nation. Costs for this service will be billed to Fort McDowell Yavapai Nation at the hourly labor rate established by Mesa in Supplemental Agreement "D", plus mileage at IRS Standard mileage rates or at the quoted vendor rate, if the work is not performed by Mesa personnel.

4.4 Update of Maintenance Service Fees. Mesa reserves the right to review the cost and fee structure, set out in Sections 4.1 through 4.3 of this Agreement on an annual basis and increase or decrease such fees based on the actual costs incurred by Mesa in performing such services. Any increase or decrease in fees will become effective ninety (90) calendar days after notification of the increase or decrease is given to Fort McDowell Yavapai Nation. Mesa will notify Fort McDowell Yavapai Nation of any increase or decrease in fees by no later than April 1 of the calendar year to allow Fort McDowell Yavapai Nation to include such increase or decrease in Fort McDowell Yavapai Nation's next annual budget.

## **Article 5. Miscellaneous**

5.1 Funding. Each Party to this Agreement will have the separate and independent responsibility of budgeting for and funding its obligations under this Agreement.

5.2 Fort McDowell Yavapai Nation and Mesa Responsibility and Indemnification.

- (a) To the fullest extent permitted by law, each Party (as "indemnitor") will defend, indemnify, and hold harmless the other Party (as "indemnitee"), its elected and appointed officials, officers, employees, agents, volunteers, successors, and assigns (collectively the "Indemnified Group") for any claims, damages, losses, liabilities, and expenses of any nature whatsoever including, but not limited to, reasonable attorneys' fees and court costs, cost of appellate proceedings, and all claim adjusting expense relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's negligent acts, errors, mistakes or omissions relating to any action or inaction under this Agreement. The indemnity provisions of this Agreement will survive the termination of this Agreement.
- (b) Without limiting the generality of Section 5.2(a), Fort McDowell Yavapai Nation will defend, hold harmless and indemnify Mesa Indemnified Group from and



the Party claimed to have waived or consented. The Parties agree that no waiver of any default or breach of any of the terms or conditions of this Agreement will be construed to be a waiver of any succeeding breach or default.

5.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and will not be changed or added to except in writing signed by both Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, pertaining to the subject matter hereof are hereby superseded and merged herein.

5.8 No Joint Venture, No Agency.

(a) Nothing contained in this Agreement will create any partnership, joint venture or other arrangement between the Parties.

(b) Each Party will at all times be an independent operator and will not, at any time, purport to act as an agent of the other Party, or any of its officers or agents.

5.9 No Third Party Beneficiary. No term or provision of this Agreement is intended to nor will be for the benefit of any person not a Party to this Agreement, and no such other person will have any right or cause of action hereunder.

5.10 No Assignment. This Agreement will not be assigned, in whole or in part, without the prior written consent of the other Party, made in that Party's sole discretion. Any assignment made without such consent will be void.

5.11 Non-Discrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and affirmative action.

5.12 MESA DISCLAIMER OF WARRANTIES. FORT MCDOWELL YAVAPAI NATION ACKNOWLEDGES AND AGREES THAT MESA DOES NOT REPRESENT OR WARRANT THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR EQUIPMENT MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS WILL OPERATE ERROR FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MATTER; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR SERVICE PROVIDED WILL PREVENT ANY LOSS BY FIRE, HOLDUP, OR OTHERWISE; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR EQUIPMENT OR SERVICES PROVIDED WILL IN ALL CASES PROVIDE THE COMMUNICATIONS FOR WHICH THEY ARE INTENDED. FORT MCDOWELL YAVAPAI NATION DISCLAIMS ALL WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, APPLICABLE OR RELATING TO THE EQUIPMENT, SUPPLIES, MAINTENANCE OF THE EQUIPMENT, OR OTHER ITEMS PROVIDED UNDER

THE AGREEMENT BY MESA, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORT MCDOWELL YAVAPAI NATION ALSO HEREBY WAIVES ANY RIGHTS AND REMEDIES TO MAKE A CLAIM INCLUDING, WITHOUT LIMITATION, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY REASON WHATSOEVER, BASED ON THE OPERATION AND MAINTENANCE OF MESA'S FIRE DISPATCH SERVICES SYSTEMS BY MESA. ALL EQUIPMENT AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ON AN "AS-IS" BASIS WITH ALL FAULTS. FORT MCDOWELL YAVAPAI NATION FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE WILL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. FORT MCDOWELL YAVAPAI NATION FURTHER ACKNOWLEDGES AND AGREES: THAT MESA IS NOT AN INSURER AND THAT FORT MCDOWELL YAVAPAI NATION ASSUMES ALL RISK OF LOSS OR DAMAGE RESULTING FROM A FAILURE OF MESA'S FIRE DISPATCH SERVICES SYSTEMS OR THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT.

- 5.13 Conflicts of Interest. All Parties hereto acknowledge that this Agreement is subject to cancellation by either Party, without penalty, pursuant to the provisions of A.R.S. § 38-511.
- 5.14 Authorizing Action. Attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective Parties to enter into this Agreement. Furthermore, any individual executing this Agreement on behalf of or as representative for the Parties to this Agreement, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said Party.
- 5.15 Confidentiality. The Parties acknowledge and agree that each Party will have access to certain confidential and proprietary information of the other party that is not generally available to the public. Neither Party will use or disclose Confidential Information of the other Party, directly or indirectly, for any reason other than for data reporting purposes or otherwise required by law.
- 5.16 Public Record. Notwithstanding Paragraph 5.15 above, the Parties acknowledge and agree that Mesa is a public body subject to Arizona's Public Records law (A.R.S. §39-121 *et. seq.*) and any documents or records related to the Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial or legal process. If Mesa receives a public records request, subpoena or other judicial or legal request for documents arising out of or related to the Agreement, Mesa will promptly (within 3 business days) after receiving the request notify the Fort McDowell Yavapai Nation of the request for documents arising out of or related to the Agreement.

**Fort McDowell Yavapai Nation Tribal Council** the Tribal Secretary  
**ACTION ITEM** **RECEIVED**

Log In No.: FD2023-10

Council Meeting Date NOV 02 2023

Unit/Division Recommending Action: **Tribal Council**  
**Attachments (list)**

By: [Signature]  
 Council Staff Assistant

Resolution, MRDC agreement, Legal review email

**Discussions/Recommendation:**

Board Approved/Supported?  Yes  No  
 (If needed, documentation from Board should be attached)

Action Requires Department Input?  Yes  No

Resolution attached (if required):  Yes  No

\*Contract/Grant Review completed (if required):  Yes  No

Action Requires Budget Approval or Modification:  Yes  No

Legal Review - Contract  Yes  No

Legal Review - Resolution  Yes  No

**Each Action Item will be processed accordingly:**

- All Action Items will be submitted to the GM's office. Do not send copies to Secretary's office.
- ALL Action Items **must be signed with signature** of Director and/or Acting (if acting attach delegation).
- All Action Items are due two (2) weeks in advance of proposed meeting (by close of business) otherwise Action Item will automatically be applied to the next scheduled council meeting.
- All Action Items **must** be complete. No Action Items will be accepted with missing documentation, including resolutions.
- Once Action Item has been signed off by the final signer (GM) - Action Item form will be scanned and sent back to originator. It is your responsibility to contact the Secretary's office to check for time and place on agenda.

Action Items - Authorized Signers	Date
Director: <u>[Signature]</u>	<u>11/1/2023</u>
*Grants: <u>[Signature]</u>	<u>11/2/2023</u>
Controller: <u>[Signature]</u>	<u>11.2.23</u>
CFO: <u>[Signature]</u>	<u>11.2.23</u>
GM: <u>[Signature]</u>	<u>11.2.23</u>
Legal Review <u>[Signature]</u>	<u>11/2/23</u>

Author of Action Item: Mark Barnhart Title: Admin Captain

**NOTE:** The above information must be completed with supporting documentation and submitted to the General Manager's office prior to being scheduled on the Council Agenda. (Amended August 2012)

If the Fort McDowell Yavapai Nation believes the requested documents arising out of or related to this Agreement contain confidential or proprietary data or trade secrets, and objects to their disclosure, the Fort McDowell Yavapai Nation may seek to obtain a protective order prohibiting disclosure from a court having jurisdiction over the matter. If the Fort McDowell Yavapai Nation does not obtain a protective order and provide a copy of the protective order to Mesa within ten (10) business days after receiving the request for documents, Mesa may release the documents without further notice to the Fort McDowell Yavapai Nation.

**Article 6. Limited Waiver of Sovereign Immunity**

6.1 Fort McDowell Yavapai Nation agrees to a limited waiver of sovereign immunity under this Agreement solely and exclusively for the strictly limited purpose of resolving a claim or dispute that may arise with respect to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year first written above.


CITY OF MESA

FORT MCDOWELL YAVAPAI NATION

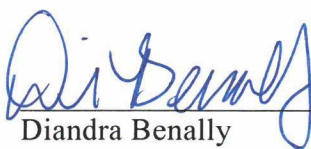
By \_\_\_\_\_  
City Manager

By   
Bernadine Burnette  
President, Tribal Council

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
Verlene Baptisto  
Secretary, Tribal Council

APPROVED AS TO FORM  
  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Diandra Benally  
Legal Counsel

**SUPPLEMENTAL AGREEMENT "A"**

**CAD SPECIFICATIONS**

1. Record Number format
2. Other

<b>Name/Title</b>	<b>Signature</b>	<b>Approval Date</b>

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "A", which will be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the 11 day of November, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

FORT MCDOWELL YAVAPAI NATION

By \_\_\_\_\_  
City Manager

By Bernadine Burnette  
Bernadine Burnette  
President, Tribal Council

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
Verlene Baptisto  
Verlene Baptisto  
Secretary, Tribal Council

APPROVED AS TO FORM  
  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:  
Diandra Benally  
Diandra Benally  
Legal Counsel

**SUPPLEMENTAL AGREEMENT "B"**

**GIS SPECIFICATIONS**

1. Required data
2. Format
3. Submission Deadlines
4. Other

<b>Name/Title</b>	<b>Signature</b>	<b>Approval Date</b>

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "B", which will be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the 11 day of November, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

FORT MCDOWELL YAVAPAI NATION

By \_\_\_\_\_  
City Manager

By Bernadine Burnette  
Bernadine Burnette  
President, Tribal Council

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
Verlene Baptisto  
Verlene Baptisto  
Secretary, Tribal Council

APPROVED AS TO FORM  
  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:  
Diandra Benally  
Diandra Benally  
Legal Counsel

**SUPPLEMENTAL AGREEMENT "C"**

**MINIMUM EQUIPMENT REQUIREMENTS**

- 1. MCT spec
- 2. Fire Station Alerting
- 3. Other

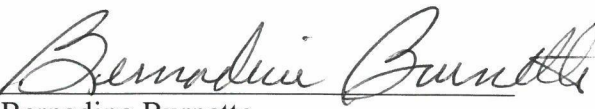
<b>Name/Title</b>	<b>Signature</b>	<b>Approval Date</b>

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "C", which will be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the 4 day of November, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.


CITY OF MESA

FORT MCDOWELL YAVAPAI NATION

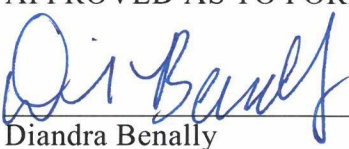
By \_\_\_\_\_  
City Manager

By   
Bernadine Burnette  
President, Tribal Council

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
Verlene Baptisto  
Secretary, Tribal Council

APPROVED AS TO FORM  
  
\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Diandra Benally  
Legal Counsel

**SUPPLEMENTAL AGREEMENT “D”**

**COST SCHEDULE**

1. **Dispatch Services** – A **Dispatch Fee** of \$31.91 and a **CAD Modernization Fee** of \$5.00 (as of 4/25/2023) will be charged per call for service.
  - a. A fee will be generated for every call for service that is located within the FORT MCDOWELL YAVAIPAI NATION jurisdictional boundary.
  - b. This cost is subject to annual review and adjustment.
    - An **MCT Fee** of \$3657.92 will be charged per unit (Billed quarterly - # of MCT units x yearly fee of \$3,657.92 divided by 4 = total cost to be billed that calendar quarter.)
  
2. **Mesa Hourly Rate** - \$TBD/hour (applies to Mesa services in sections 4.2 and 4.3)
  - a. This cost is subject to annual review and adjustment not to exceed XX.

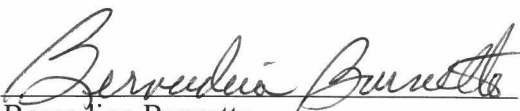
<b>Name/Title</b>	<b>Signature</b>	<b>Approval Date</b>

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "D", which will be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the 11 day of November, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

FORT MCDOWELL YAVAPAI NATION

By \_\_\_\_\_  
City Manager

By   
Bernadine Burnette  
President, Tribal Council

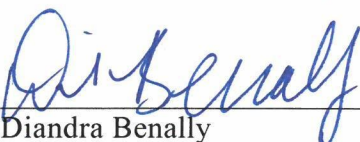
ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
Verlene Baptisto  
Secretary, Tribal Council

APPROVED AS TO FORM

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Diandra Benally  
Legal Counsel

## Mark Barnhart

---

**From:** automation.engine@highq.com  
**Sent:** Thursday, October 26, 2023 10:14 AM  
**To:** Mark Barnhart; Eddie Smith  
**Cc:** Sarah De Oliveira; Glenda Valenzuela; Diandra Benally  
**Subject:** Your Request is Complete - MRDC IGA- Project Number OGC-00097  
**Attachments:** 2023-10-18 Resolution MRDC Fire Dispatch Services.pdf

### WARNING

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, contact IT.



### Attorney-Client Privileged & Confidential

#### Reviewed and Approved by the Office of General Counsel (OGC)

Your Request is now complete. The document(s) attached to this email are approved for Tribal Council Review. [Click here for more information.](#)

Review Completed by: Sarah DeOliveira

Please note that any additional changes to these documents will require further OGC review and approval.

**This is an internal form only. Please do not distribute to third parties without OGC authorization.**

THE ABOVE LINKS CONTAIN SENSITIVE DETAILS THAT ARE SPECIFIC TO YOUR USER ACCOUNT.  
PLEASE DO NOT FORWARD THIS EMAIL TO ANYONE ELSE.

For technical and user support please email the Administrator.

Kind regards,

Office of General Counsel  
Fort McDowell Yavapai Nation



© 2023 Thomson Reuters | [Terms of use](#) | [Manage email preferences](#)