

CITY COUNCIL REPORT



Meeting Date: March 24, 2026
General Plan Element: *Public Services and Facilities*
General Plan Goal: *Provide city service facilities to meet community needs.*

ACTION

Other Governmental Contract (GV) Extension for In-Building Radio Frequency Coverage. Adopt Resolution No. 13612 authorizing Contract No. 2026-033-COS with EF Charles for a 5 month extension of an existing contract for In-Building Radio Frequency Coverage Enhancement in an amount not to exceed \$100,000.

BACKGROUND

The purpose of this action is to authorize a five-month extension of the Other Governmental Contract with EF Charles. This contract is used by the Public Safety Radio team to provide enhanced in-building coverage of radios and cell phones. There is a need to complete a current project at the Police/Fire Training Facility to improve coverage in the new building for cell phones.

The original contract 21GV021 utilizes the City of Phoenix contract #150516 for the hardware, installation and service of in-building bi-directional amplifiers. This contract has reached its 5-year maturity and any additional use of this contract by Scottsdale requires Council authorization per the Procurement Code Sec. 2-197 . The City of Phoenix contract will expire in July 2026.

ANALYSIS & ASSESSMENT

Staff will continue to use the same procedures that are required for other governmental contracts per the Procurement Code.

RESOURCE IMPACTS

Available Funding

Action Taken _____

City Council Report | Contract Extension for In-Building Radio Frequency Coverage

Authorization of this contract commits no funding. Funding for each project will be provided by the individual operating department or individual CIP project associated with the scope of the task and will be encumbered once the negotiations are complete.

Staff , Workload Impact

The contract administrator, responsible for enforcing all contract provisions, will be Jennifer Jensen, IT Finance Manager in the Information Technology Department. Existing Public Safety Radio and IT Communications staff will coordinate the design work with support from the sponsoring departments.

Future Budget Implications

Combined cost for all projects administered under this contract will not exceed \$100,000 before the contract end date of July 31, 2026. There is no additional operating or capital budget required as a result of this contract.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13612 authorizing Contract No. 2026-033-COS with EF Charles for a 5-month extension of an existing contract for In-Building Radio Frequency Coverage Enhancement in an amount not to exceed \$100,000.

Proposed Next Steps

Following approval of the extension of the contract, individual projects identified for execution will be awarded under the terms of the contract.

RESPONSIBLE DEPARTMENT(S)

Information Technology

STAFF CONTACTS (S)

Jennifer Jensen, IT Finance Manager, jjjen@scottsdaleaz.gov, (480) 312-4137

APPROVED BY



Bianca Lochner, Chief Information Officer,
(480) 312-7615, blochner@scottsdaleaz.gov

03/02/2026

Date

Kira Peters

Kira Peters, Deputy City Manager,

(480) 312-7288, kipeters@scottsdaleaz.gov

3/10/26 12:01 MST

Date

ATTACHMENTS

1. Resolution 13612
2. Contract - 2026-033-COS

RESOLUTION NO. 13612

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONTRACT NO. 2026-033-COS, WITH E.F. CHARLES, INC. FOR IN-BUILDING RADIO FREQUENCY COVERAGE ENHANCEMENT SERVICES.

WHEREAS, the City has a need for in-building radio frequency coverage enhancement services; and

WHEREAS, E.F. Charles, Inc. was selected by the city to provide these services in an amount not to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the city, Contract No. 2026-033-COS with E.F. Charles, Inc. to provide in-building radio frequency coverage enhancement services.

Section 2. The City Council hereby authorizes the City Manager or designee to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of _____, 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:

Lindsay Hampshire

Luis E. Santaella, Interim City Attorney

By: Lindsay Hampshire, Assistant City Attorney



CITY OF SCOTTSDALE

**CONTRACT FOR MATERIALS OR SERVICES PURSUANT TO CONTRACT ISSUED BY
OTHER GOVERNMENTAL AGENCY**

CONTRACT NO. 2026-033-COS

IN-BUILDING RADIO FREQUENCY COVERAGE ENHANCEMENT

This Agreement for Materials or Services Pursuant to Contract Issued by Other Governmental Agency ("Agreement") is entered into this ____ day of _____, 2026 ("Effective Date"), between the City of Scottsdale, an Arizona municipal corporation ("City"), and E.F. Charles, Inc. ("Contractor"). For purposes of this Agreement, the City and Contractor may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The City's "Purchasing Director" is authorized by Scottsdale Revised Code, Article IV, Division 4, Section 2-191 to enter into contracts on behalf of the City for the procurement of materials and services pursuant to specifications, solicitations, or contracts issued by other governmental agencies.
- B. Contractor has entered into a contract with another governmental agency, namely City of Phoenix, an Arizona municipal corporation ("Originating Agency"), bearing contract number 4701006923 ("Originating Contract").
- C. The City and Contractor desire to enter into a contract for materials or services subject to the same terms, conditions, specifications, and requirements outlined in the Originating Contract, except as expressly modified by this Agreement.

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION

- 1.1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into and made a part of this Agreement.
- 1.2. **Incorporation of Originating Contract.** Except as expressly modified by this Agreement, the Originating Contract and all attachments, exhibits, addenda, schedules, amendments, modifications, extensions, and renewals thereto are incorporated into and made a part of this Agreement as though set forth fully

herein. Such incorporation shall include any requests or solicitations issued by the Originating Agency in connection with the Originating Contract, and any proposals or similar responsive documents submitted by Contractor in response thereto, regardless of whether any such documents were incorporated into the Originating Contract. If any provision of this Agreement conflicts with any provision of the Originating Contract or any documents incorporated pursuant to this paragraph, the provisions of this Agreement shall control.

- 1.3. Substitution.** All references in the Originating Contract to the Originating Agency shall be construed to mean the City. To the extent possible, all references to the ordinances or other similar legislative enactments of the Originating Agency shall be construed to mean the Scottsdale Revised Code, and all references to specific provisions of any such ordinance or enactment shall be construed to mean the closest equivalent provision of the Scottsdale Revised Code.

2. SCOPE OF SERVICES

- 2.1. Scope of Services.** The scope of services will be as detailed in the Originating Contract.

3. PRICING

- 3.1. Pricing.** The pricing will be as detailed in the Originating Contract. The total price shall not exceed \$100,000.

4. TERM

- 4.1. Term and Renewal.** The term of this Agreement shall commence October 11, 2025, and end on July 10, 2026.

5. CONTRACT ADMINISTRATOR

- 5.1. Contract Administrator.** The "Contract Administrator" for the City is Jen Jensen, IT Finance Manager. The Contract Administrator will serve as Contractor's primary point of contact with the City, monitor Contractor's performance, review and approve invoices, establish delivery schedules, and in conjunction with Purchasing ensure Certificates of Insurance are current, conform to the requirements of this Agreement, and are in the City's possession. Contractor will direct any reports and/or special requests to the Contract Administrator.

6. PAYMENTS

- 6.1. Payment Terms.** Payment is due no later than twenty-five (25) days after the Contract Administrator's approval of any invoice. In no event will the City issue payment prior to receipt of an original, approved form of invoice containing accurate invoice and reference numbers. The City will not be liable for any delays in payment caused by Contractor's failure to timely submit invoices. Contractor shall send an electronic copy of all invoices to the Contract Administrator for approval. Upon approval, all invoices shall be sent to the City at the following address:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Suite 210
Scottsdale, Arizona 85251-4468

7. NOTICES

- 7.1. Notices.** All notices, requests, demands, consents, approvals, and other communications which may be or are required to be served or given under this Agreement, shall be in writing and hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties, as follows:

If to City: City of Scottsdale
Attn: Jen Jensen, IT Finance Manager
7384 E 2nd Street
Scottsdale, AZ 85251

Copy to: City of Scottsdale
Attn: City Attorney
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

If to Contractor: E.F. Charles, Inc.
Rick Finnegan
7753 E Pinchot Ave #101
Scottsdale, AZ 85251

8. INSURANCE

- 8.1. General.** Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Agreement's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Agreement at the City's option.
- 8.2. Certificates of Insurance.** A current Acord Certificate is acceptable. Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate, delay in Agreement execution, and/or termination of Agreement. Additionally, Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.
- 8.3. No Representation of Coverage Adequacy.** By requiring the insurance stated in this Agreement, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all

of the insurance policies and/or endorsements required by in this Agreement but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of, Contractor's obligation to maintain the required insurance at all times during the performance of this Agreement.

- 8.4. Coverage Term.** All insurance required by this Agreement must be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless otherwise specified in this Agreement.
- 8.5. Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option, or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.
- 8.6. Policy Deductibles and/or Self-Insured Retentions.** The policies stated in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to the City. Contractor is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 8.7. Use of Sub-Contractors.** If any work under this Agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Agreement protecting the City and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 8.8. Evidence of Insurance and Requirement Endorsements.** Before beginning any work or services under this Agreement, Contractor must furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the required policies of insurance expire during the life of this Agreement, it will be

Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

- 8.8.1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named as Additional Insured under the following policies:
 - a. Commercial General Liability
 - b. Auto Liability
 - c. Excess Liability - Follow Form to underlying insurance as required.
- 8.8.2. Contractor's insurance must be primary insurance as respects performance of subject contract.
- 8.8.3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- 8.8.4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.
- 8.9. **Commercial General Liability.** Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- 8.10. **Auto Liability.** If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each accident on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any excess insurance is utilized to fulfill the requirements of this paragraph, the excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- 8.11. **Workers' Compensation Insurance.** Contractor must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Agreement, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not

to purchase Workers' Compensation Insurance, a completed and signed Workers' Compensation Waiver Form will substitute for this insurance requirement.

9. INDEMNIFICATION

9.1. Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns, and guarantors must defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from, any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Agreement, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. This indemnity obligation does not apply to, and Contractor shall be held harmless from and against all suits, demands, or claims related to, the sole negligence of the City, its agents, representatives, officers, directors, officials, and employees.

10. MISCELLANEOUS

10.1. Conflict of Interest. The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time (A.R.S. § 38-511).

10.2. Immigration Law Compliance. Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its subcontractors will be considered a material breach of this Agreement and may subject Contractor or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Agreement to ensure that Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend, and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.

- 10.3. No Preferential Treatment or Discrimination.** In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to, or discriminate against, any individual or group on the basis of race, sex, color, ethnicity, or national origin.
- 10.4. Israel Boycott Prohibition.** Unless otherwise prohibited by law or court order, by submitting a quote/proposal/bid and/or entering into a contract with the City, Contractor certifies that they are not currently engaged in, and agree for the duration of the contract to not engage in, a boycott of Israel as proscribed in A.R.S. §35-393.
- 10.5. Forced Labor Prohibition.** Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:
- a. The forced labor of ethnic Uyghurs in the People's Republic of China.
 - b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - c. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

- 10.6. Advertising.** No advertising or publicity concerning the City using Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator and the City Attorney.
- 10.7. No Donations Allowed.** To avoid the appearance of impropriety, Contractor shall not make any donation to the City of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.
- 10.8. Arizona Law; Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona, and any cause of action pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.
- 10.9. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision shall be

deemed deleted, the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement shall remain in full force and effect.

10.10. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all previous representations, written or oral, with respect to the subject matter contained herein. This Agreement may not be modified or amended except by written agreement of the Parties, signed by the Purchasing Director or designee and the Contractor's authorized representative.

10.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF SCOTTSDALE, an

ATTEST:

Arizona municipal corporation

Lisa Borowsky, Mayor

Ben Lane, City Clerk

CONTRACTOR:

REVIEWED BY:

E.F. Charles, Inc.
7753 E Pinchot Ave #101
Scottsdale, AZ 85251

Jennifer Jensen

Jen Jensen
Contract Administrator

Rick Finnegan

Authorized Representative Signature

Jenn Myers

Rick Finnegan

Jenn Myers, MPA, CPPO, NIGP-CPP, CPPB
Purchasing Director

Name

President

Title

George Woods Jr.

George Woods
Safety and Risk Management Director

APPROVED AS TO FORM:

Lindsay Hampshire

Luis E. Santaella, Interim City Attorney

By: Lindsay Hampshire, Asst. City Attorney