

INTERGOVERNMENTAL AGREEMENT
JOINT DISPATCH SERVICES
-Restated-

THIS AGREEMENT, entered into this 1st day of July, 2011, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona ("City"), and the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (Prescott Valley), the CENTRAL YAVAPAI FIRE DISTRICT ("CYFD"), the GROOM CREEK FIRE DISTRICT (Groom Creek), the WILLIAMSON VALLEY FIRE DISTRICT (Williamson Valley), the CHINO VALLEY FIRE DISTRICT (Chino Valley) and the YAVAPAI COMMUNITY COLLEGE DISTRICT (Yavapai College) (all hereinafter collectively referred to as the "Participating Agencies" or individually as the "Participating Agency").

WITNESSETH:

WHEREAS, the parties all have implicit authority to operate dispatch facilities for their respective emergency services; and

WHEREAS, it is the desire of the parties to consolidate dispatch services; and

WHEREAS A.R.S. §11-952 authorizes the parties to jointly exercise any powers common to them and to enter into one (1) or more inter-governmental agreements for cooperative action; and

WHEREAS, the parties have concluded that the most effective means of providing for consolidated dispatch services is for the City to serve as lead agency in the operation of consolidated dispatch services for the participating agencies; and

WHEREAS, the parties wish to modify and restate, in its entirety, the terms of that certain Intergovernmental Agreement for Joint Dispatch Services, originally dated April 26, 2005 and thereafter restated effective July 24, 2008;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree to amend and restate the above referenced 2005 Intergovernmental Agreement for Joint Dispatch Services as follows:

ARTICLE 1. PURPOSE.

The purpose of this Intergovernmental Agreement (IGA) is for the City to provide consolidated dispatch services for the City and each of the police departments and/or fire departments of the Participating Agencies at the City's dispatch facility.

ARTICLE 2. IGA TERM.

- A. This IGA is effective as of the opening and commencement of operations of the new Prescott Regional Public Safety Communications Center, August 2, 2005 (hereinafter referred to as the "Effective Date"), currently located at 216 S. Cortez Street, Prescott, Arizona, and shall be extended from July 1, 2011 until June 30, 2013.

- B. Subject to the limitations of Article 5, this IGA shall be effective until June 30, 2013, at which time, as to each party, it will be automatically renewed for consecutive periods of twenty-four months beginning July 1, 2013, unless one of the parties gives written notice to the other parties of its intent to terminate, which notice must be given to each participating party no later than three hundred sixty (360) days prior to the intended termination date.

ARTICLE 3. PERFORMANCES - CITY.

- A. The City shall provide the following services under this IGA:

- 1. All needed on-site personnel, facilities, work spaces, equipment and utilities needed to operate a dispatch center, known as the Prescott Regional Public Safety Communications Center ("Dispatch Center"), for fire suppression and emergency services (including medical), police and animal control dispatching for all of the Participating Agencies and the City ("Consolidated Dispatch Services"), as well as provide the necessary training, supervision, compensation, insurance, benefits, licenses, or other requirements for the personnel working out of said Dispatch Center. Any external infrastructure (including but not limited to radio towers, FCC licensing, RF or hardware links to the Dispatch Center, etc.) shall be the responsibility of the Agency which owns, uses, or controls such external infrastructure.

Remote or local radio base/repeater stations and control stations that are to be connected to the Prescott Regional Public Safety Communications Center's console system must be either a 2-wire or 4-wire circuit and employ either tone or E&M signaling. Direct Current (DC) signaling will not be supported. Line levels shall appear at the console connection point on a 600 ohm balanced line at -10 dBm receive and 0 dBm transmit.

- B. Operate the Dispatch Center in compliance with all applicable local, state and federal laws, including but not limited to working conditions, physical accommodations, and security. The City will provide and continue to provide EMD (emergency medical dispatch) protocol, services, and training during the term of this Agreement.
- C. The parties agree that the fire department dispatch protocol presently in effect shall continue to be used for purposes of emergency fire and EMD under this Agreement, and that the same may be modified after consultation with the participating agencies.
- D. Provide separate fire and police dispatch services by separate dispatch personnel so that no individual dispatcher on duty will be responsible for simultaneously providing dispatch services for both (1) fire suppression and emergency services (including medical), and (2) police and animal control.

- E. Use its best efforts to dispatch manpower and/or apparatus within one (1) minute of receiving a call for fire agencies and for police emergency, priority-one traffic. Said dispatch shall be consistent with the dispatch protocol then in effect.
- F. Upon reasonable request, provide to the Participating Agencies detailed information regarding personnel services, dispatcher deployment, operating expenditures and administrative services that are proposed to be charged to the Participating Agencies.
- G. Upon request of a Participating Agency, provide standard computer aided dispatch (CAD) management reports necessary to determine numbers of calls for service, response times, at scene times, daily call logs and other standard reports available through CAD. The City will make its best efforts to satisfy any such request within ten (10) days of said request having been made, or as otherwise agreed between the affected Participating Agencies. The City will make its best efforts to provide any other requested nonstandard reports.
- H. A Reverse 911 (R-911) type of system will be maintained by the Prescott Regional Communications Center and will be available to all partnered agencies for use during an emergency or for non emergency use with the approval of the Director. All ongoing costs of this service will be paid through the current expenditures portion of this agreement.

ARTICLE 4. PERFORMANCES - PARTICIPATING AGENCIES.

- A. Each Participating Agency shall provide the following services under this IGA:
 - 1. Within 30 days of billing by the City, remit to the City, on a monthly basis, its proportionate share, as determined by Article 5, of the actual costs incurred-pursuant to Article 3 above.
 - 2. Each Participating Agency shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls to be answered at the Participating Agency's facility, and to publish and advertise the same.
- B. Each Participating Agency shall enter into an Arizona Interagency Radio System State Plan Memorandum of Understanding with the Arizona Department of Public Safety, within ninety (90) days of the date of executing this IGA.
- C. Any new or existing agency must operate in compliance with current FCC requirements.

ARTICLE 5. DETERMINATION OF PAYMENTS.

- A. It is understood by the parties that the fee payment is based on a workload division of costs as set forth in Schedule A. The net cost for each Participating Agency shall be divided by the percentage of workload (calls for service) as a

percentage of the Dispatch Center's total calls for service. The percentage of workload to determine payments for the current fiscal year shall be recalculated annually based upon the previous calendar year's percentage of workload. Calls for service shall be determined as follows:

1. Fire "Call for Service" - Alarm numbers, not CAD incident numbers, will be used for tracking "calls for service". When a request is received that initiates a response by any field personnel, a CAD incident will be created and an Alarm number assigned to the incident. Calls that are canceled after the dispatch will receive an Alarm number.
 2. Police "Call for Service" - Any time there is a response by police personnel based upon a request processed by the Dispatch Center. Any on-sight self-initiated activity by police personnel based upon public safety needs. Any request received by the Dispatch Center that is entered into CAD will be documented as a Call for Service regardless of whether or not it is assigned to police personnel (e.g., an alarm company calls back and cancels a burglar alarm because they found a responsible person on premise prior to the call being dispatched).
- B. Each Participating Agencies' monthly payments to the City shall include and be determined by multiplying the following two cost components by each Agencies' percentage of workload as calculated in 5(A):
1. Current Expenditures - is the amount of current operating and additional capital expenditures incurred after the commencement of operations.
 2. Initial Capital - is the initial capital the City of Prescott paid to setup the Dispatch Center, which will be repaid by the participants monthly over a 10-year period (2005 — 2015) to terminate by 2015.
 3. Capital Expenses as identified.
- C. Subject to the limitations below, if a Participating Agency terminates its participation in this Agreement, its obligation for Initial Capital payments, as calculated in 5(B)(2) shall, to the extent permitted by law, include the obligation to pay such amounts over the full 10-year repayment period, even if a Participating Agency ceases receiving services from the Dispatch Center. Such remaining payments to be made by an Agency that terminates its participation or ceases receiving services from the Dispatch Center shall be determined based on the Agency's workload of total calls for service for the last full fiscal year that the Agency participated in this Agreement or received services from the Dispatch Center; this workload of total calls shall remain the same and be used for each year that the Agency shall continue to make payments.

Notwithstanding anything contained in this Agreement to the contrary, with respect to any Participating Agency governed under Title 48 or Title 15 of the Arizona Revised Statutes, in the event that it is determined by a Participating

Agency that said Participating Agency may not commit to payments of funds beyond a specific fiscal year in which funds have been actually appropriated for payment by the Participating Agency under this Agreement (including any period after termination of the Agency's participation), said Participating Agency's obligation to make payments under this Agreement and its participation in this Agreement shall terminate on the last day of the fiscal year during which said funds were actually appropriated by said Participating Agency. Said Participating Agency shall immediately notify the City and each other Participating Agency of such occurrence of non-appropriation. The Participating Agency shall be obliged only to make such payments as are duly and lawfully appropriated by the governing body for a specific fiscal period, including but not limited to any period of time after termination of participation under this Agreement. and forward.

- D. Until its participation under this Agreement is terminated, each Participating Agency to this Agreement shall pay a minimum annual fixed fee of \$5,000 each fiscal year, which shall include Current Expenditures, Initial Capital and Capital Expenses as identified. After the City has determined the total monthly payments actually paid by a Participating Agency at the end of each fiscal year, the balance of this amount is due within 30 days of the City's billing.
- E. CYFD had, at the inception of this IGA, expressed a concern about its limitations to bind future boards to long-term debt structure. Accordingly, CYFD has paid to the City the sum of \$46,410.00, representing one-half of the total estimated sum due to the City by CYFD pursuant to this Article. Thereafter, CYFD has (and shall) continued to make annual payments to the City as provided for in this Article. Consequently, the City has (and shall continue) to provide a credit to CYFD against charges owed by CYFD, in the amount of \$5,156.61 annually, for a total period of ten (10) years from the original inception of the IGA (April 26, 2005), or until CYFD has recouped its initial payment of \$46,410.00.

ARTICLE 6. DISPOSITION OF PROPERTY.

- A. Upon partial or complete termination of this IGA, all property acquired by the City in the operation of the Dispatch Center and used in or affixed to the Dispatch Center will remain the property of and shall be the responsibility of the City. Any equipment or technical material acquired by a Participating Agency and used primarily outside of the Dispatch Center shall be the property and responsibility of the Participating Agency that acquired and used said equipment or technical material.
- B. Each Participating Agency shall provide the name and phone number of that agency's technical repair specialist.

ARTICLE 7. DISCLOSURE OF INFORMATION.

To the extent permitted by law, the parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third parties any information obtained by them through their respective performances under this IGA, subject to Arizona public records law.

ARTICLE 8. LIAISON OFFICERS.

- A. The Chiefs of each Participating Agency shall appoint a Liaison Officer to assist the City's Regional Communications Director in coordinating the performances hereunder. In the event of a dispute or other issue between the parties which does not constitute a "default", the same shall be communicated between the Liaison Officers and the City's Regional Communications Director, and they shall mutually attempt to resolve the matter within a reasonable period not to exceed twenty-one (21) days, unless a longer specified period is otherwise mutually agreed to by the parties. Thereafter, the matter shall be referred to the Prescott City Manager for final resolution.
- B. The Liaison Officers and the City's Regional Communications Director shall meet as and when needed; provided, however, that the Liaison Officers and the City's Regional Communications Director shall hold an annual meeting in January of each year to discuss operational issues, performance issues, financial issues, Capital Expenditures, the terms under which another agency may become an additional Participating Agency and a party to this agreement, and any other issues relating to this Agreement.
- C. In the event of a need for an unbudgeted Capital Expenditure, the Regional Communications Director and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the actual need for any such Capital Expenditure, all pursuant to the other provisions of this Article. Due consideration shall be given to each parties financial needs and budgetary constraints. All parties shall make reasonable efforts to identify, meet, and determine such need prior to the occurrence of an actual need for an unbudgeted Capital Expenditure.
- D. In the event that the parties contemplate that another agency may become an additional Participating Agency and a party to this agreement, the Regional Communications Director and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the terms under which such agency may become a Participating Agency and party to this Agreement, subject to the other provisions of this Article.

ARTICLE 9. TIME IS OF THE ESSENCE.

Time is of the essence in this IGA. It is expected that the parties shall diligently and deliberately carry out their respective performances hereunder.

ARTICLE 10. AMENDMENTS.

This IGA may be amended at any time by mutual written agreement. No other agreements or understandings shall modify the provisions of this IGA.

ARTICLE 11. INDEMNIFICATION.

In the event of any litigation, claims or other costs being incurred by the City as a result of its operation of the Dispatch Center, then and in that event each Participating Agency shall share in the cost thereof pursuant to the formula as provided for in Article 5 above.

ARTICLE 12. NOTICES

Any notice by a party to the others shall be considered duly served if delivered in person to the office of the authorized representatives listed below, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representatives listed below. A party may change its representative or the address thereof upon giving the other parties written notice. Unless changed, notices shall be sent to the following:

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| City: | City Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86302 |
| Copy to: | Police Chief
City of Prescott
222 S. Marina Street
Prescott, AZ 86303 |
| Town: | Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Vallev. AZ 86314 |
| Copy to: | Police Chief
Town of Prescott Valley
7601 E. Civic Circle
Prescott Valley, AZ 86314 |
| Central Yavapai: | Fire Chief
Central Yavapai Fire District
8555 E. Yavapai Road
Prescott Valley, AZ 86314 |
| Yavapai College: | Police Chief
Yavapai College
1100 Sheldon Street
Prescott, AZ 86301 |
| Groom Creek: | Fire Chief
Groom Creek Fire District
1110 E. Friendly Pines Road
Prescott, AZ 86303 |

Williamson Valley: Fire Chief
Williamson Valley Fire District
15450 Williamson Valley Road
Prescott, AZ 86305

Chino Valley: Fire Chief
Chino Valley Fire District
P. O. Box 264
Chino Valley, AZ 85323-0264

ARTICLE 13. ACCOUNTING AND AUDITING.

The City shall keep accurate and complete records of its performances hereunder in accordance with Generally Accepted Accounting Practice (GAAP). The Participating Agencies (including their respective auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by the City as required by the Arizona State Library and Public Records, Manual for Records Retention and Disposition for Arizona State Agencies, and the City shall make such records available for the periods they are required to be maintained by the manual.

ARTICLE 14. GOVERNING LAW.

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

ARTICLE 15. ALTERNATIVE DISPUTE RESOLUTION.

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

ARTICLE 16. SAVINGS CLAUSE.

In the event any phrase, clause, sentence, section, Article or other portion of this IGA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be **illegal**, null or void or against public policy, the remaining portions of this IGA shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 17. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement between the parties hereto, pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 18. CONFLICT OF INTEREST.

This IGA may be canceled without penalty pursuant to A.R.S. §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this IGA on behalf of the respective parties.

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PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 1 day of OCT, 2011.

Marlin Kuykendall
MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

Liz Burke
LIZ BURKE
City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this _____ day of _____, 2011.

HARVEY SKOOG, Mayor

ATTEST:

DIANE RUSSEL
Deputy Town Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Central Yavapai Fire District this _____ day of _____, 2011.

Name: John Range
Chairman of the Board

ATTEST:

Name: Bob Gardiner
Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Groom Creek Fire District this _____ day of _____, 2011.

Name: Robert Schulz
Chairman of the Board

ATTEST:

Name: Terry Hammon
Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Williamson Valley Fire District this _____ day of _____ 2011.

Name: George Price
Chairman of the Board

ATTEST:

Name: Richard Parks
Clerk of the Board

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Chino Valley Fire District this _____ day of _____, 2011.

Name: James S. Espinosa
President of the Board

ATTEST:

Name: Sandra Heney
Clerk of the Board

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Governing Board this _____ day of _____, 2011.

Name: Dr. Dale Fitzner
Board Chair

ATTEST:

Name: Dr. Penelope H. Wills
President

Name: Ray Sigafos
Board Secretary

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



GARY KIDD
City Attorney

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

IVAN LEGLER
Town Attorney

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

Name: WILLIAM WHITTINGTON
Attorney for the Central Yavapai Fire District

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

Name: WILLIAM WHITTINGTON
Attorney for the Groom Creek Fire District

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

Name: WILLIAM WHITTINGTON
Attorney for the Williamson Valley Fire District

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

Name: WILLIAM WHITTINGTON
Attorney for the Chino Valley Fire District

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

Name:
Attorney for the Yavapai Community College District