

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EL MIRAGE AND THE
CITY OF TOLLESON FOR POLICE AND FIRE DISPATCH SERVICES AND
ADMINISTRATION**

This Intergovernmental Agreement (“Agreement”) is entered into as of the 1st day of July, 2023 (the “Effective Date”) by and between the City of El Mirage, an Arizona municipal corporation (“El Mirage”), and the City of Tolleson, an Arizona municipal corporation (“Tolleson”). El Mirage and Tolleson are jointly referred to herein as the “Parties” and individually, as a “Party.”

RECITALS

WHEREAS, the Parties are authorized by Ariz. Rev. Stat. § 11-952 to enter into this Agreement; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities; and

WHEREAS, it is the desire of the Parties participating in this Agreement to work together for mutual benefit of our communities, the public and our personnel; and

WHEREAS, the Parties desire to more effectively provide police and fire dispatch services and administration by participating in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall be from July 1, 2023 through June 30, 2033 (the “Initial Term”) and shall automatically renew itself annually for a period not to exceed ten (10) years upon the first day of July of each year.

2. **Purpose and Intent.** The purpose of this Intergovernmental Agreement is to define the terms upon which the City of Tolleson will provide E-9-1-1 and non-emergency call answering communications and dispatch services to the City of El Mirage.

3. **Services Provided.**

3.1 Tolleson, through the Communications Center located at 8350 West Van Buren, Tolleson, Arizona, 85353, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services to El Mirage pursuant to this Agreement. The communications and dispatch services provided to El Mirage shall be in substantial conformance with the same services provided for Tolleson.

3.2 The Parties understand and agree:

A. Tolleson will provide E-9-1-1 and non-emergency call answering communications and dispatch services and administration of its police records management system (“Services”) to El Mirage Police Department.

B. Tolleson is designated as the primary public safety answering point (PSAP) for the El Mirage Fire Department.

C. Tolleson shall abide by the listed National Emergency Number Association (NENA) call answering standards when answering E-9-1-1 calls:

- i) 90 percent of all E-9-1-1 calls answered in 15 seconds or less;
- ii) 95 percent of all E-9-1-1 calls answered in 20 seconds or less

D. Tolleson shall make its best effort to answer 95 percent of E-9-1-1 calls that are strictly medical or fire related with no police department nexus in 15 seconds or less and 99 percent of all E-9-1-1 calls that are strictly medical or fire related with no police department nexus in 40 seconds or less. Failure to meet this objective does not constitute a breach of this Agreement. Within ten (10) days from receipt of the report by Tolleson providing the call answering standards for this paragraph, El Mirage may submit a written request to Tolleson to meet to discuss reasons Tolleson did not meet the objective. The Parties shall meet within twenty (20) days from the date the report was issued. "Best effort" means all reasonable efforts reasonably calculated to achieve the stated objective.

E. Tolleson will administer the Arizona Criminal Justice Information System ("ACJIS") record files in connection with providing the dispatch services by Tolleson on behalf of El Mirage; and

F. Tolleson will provide access to El Mirage's records and allow El Mirage the use of Tolleson's police records management system (currently Spillman Technologies' software) and related computer hardware. El Mirage shall be responsible for obtaining their own licenses, purchasing of modules and paying annual software maintenance costs. Tolleson will provide El Mirage Police remote access to its network and RMS system as authorized by El Mirage Police.

G. The Communication Center is operated as a division of the City of Tolleson Police Department. Except as otherwise agreed to, Tolleson shall retain exclusive authority over the Communication Center.

H. El Mirage and Tolleson will work together to develop and revise dispatch procedures and protocols. The Parties agree to meet at least quarterly to accomplish this purpose. This may include, but not be limited to, the use of radio codes, code tables, and other standing orders regarding the Communication Center and communication and dispatch. The Parties acknowledge that compliance with Regional Wireless Cooperative ("RWC") technical requirements for operating the communications system shall be the responsibility of Tolleson, considering the needs of El Mirage. The Parties further acknowledge that they shall be individually responsible for their respective RWC subscriber accounts, mobile and portable radios and programming, fees, assessments and any other RWC requirements.

I. All data produced by El Mirage shall be exclusively owned by El Mirage even though it may be housed and maintained on computers owned by Tolleson. Tolleson shall not release El Mirage's data except in conformity with law or in accordance with El Mirage's consent. Tolleson shall notify El Mirage as soon as practical after receiving a request for El Mirage data.

J. Tolleson will electronically transmit monthly reports to El Mirage Police and Fire Departments to the addresses provided by El Mirage. The report is due no later than the 5th day of the following month for all calls answered by Tolleson for El Mirage and shall include the following:

- i) Call Summary Report: This report includes the total number for all inbound, outbound and abandoned calls from both 9-1-1 and non emergency administrative lines.
- ii) PSAP Answer Time Report: This report includes all 9-1-1 calls and the time it takes from seizure of call to operator answer time. This is the report that will determine NENA standards compliance.

K. Tolleson shall provide a comprehensive fiscal year-end report to the El Mirage Police and Fire Departments no later than the 15th of July each year.

L. Tolleson will provide personnel to respond to questions from the El Mirage City Council about the Services on an annual basis.

M. The El Mirage Police and Fire Department representatives shall meet with the Tolleson Police Communication Center representatives at least quarterly to discuss the level and operational status of dispatch services.

4. **Personnel.** The Chief of the Tolleson Police Department shall use reasonable discretion to determine the number of Public Safety Communications Officers (dispatchers) to be hired and needed at any given time in order to properly provide the El Mirage Police and Fire Departments necessary communication and dispatch services twenty-four (24) hours a day, seven (7) days a week. Tolleson shall be responsible for hiring and training all dispatchers deemed necessary by the Chief of the Tolleson Police Department to serve the dispatch needs of El Mirage. The dispatchers shall be employees of the City of Tolleson subject to all City of Tolleson rules and regulations under the direction of the Tolleson Police Department Communications Manager. Tolleson shall also provide training to El Mirage staff and new hires as may be needed with respect to the operation of the dispatch and case management systems. El Mirage shall cover the costs of hiring and training the additional dispatchers as set forth in Subsection 5.1 below.

5. **Costs.** In consideration of the Services provided by Tolleson, El Mirage shall pay Tolleson the amount set forth on Exhibit “A”, which will be the annual fee beginning with execution of the contract and continuing through the 30th day of June, 2024.

5.1 As part of its annual budget process, El Mirage shall appropriate sufficient funds to cover the annual fee under this Agreement. El Mirage agrees that updates may be made to the annual fee each year. In order to plan for the annual fee, the Parties agree to meet and agree to an updated annual fee for the following fiscal year on or before March 15 of the current fiscal year. The method of allocating costs shall be based on Tolleson’s proposed budget for eligible costs divided by each entity’s respective calls for service for the most recently audited fiscal year. Unless agreed to by El Mirage, capital costs will not be considered an eligible cost, as the capital remains the property of Tolleson. Tolleson will track eligible expenditures throughout the year. If Tolleson reports actual expenses below or above the proposed budget amount, Tolleson will credit or invoice El Mirage for its proportional share as part of the following year’s annual fee. Should the two Parties hereafter agree in writing, Tolleson shall provide, and El Mirage shall

pay for, the proportional costs of providing any additional dispatch personnel required to comply with Section 4.

5.2 There will be no additional charge for administrative fees other than as identified in “Exhibit A”.

6. **Payment.** On or about July 1st, 2023, El Mirage shall pay Tolleson an amount equal to twenty-five percent (25%) of the total annual fee and shall make the same twenty-five percent (25%) payment on or about the first day of every third month. The annual fee shall be paid to Tolleson in the same manner, and continuing through the 30th day of June, for each fiscal year of service until June, 2033.

6.1. In the event El Mirage fails to pay Tolleson for any payment required in this Agreement, Tolleson may terminate this Agreement for breach and cease to provide Services to El Mirage after giving thirty (30) days’ written notice.

7. **Grants.** The Parties shall support efforts to apply and receive Federal and State Grants. In the event of termination of this Agreement, all right to and interest in Federal and State grants shall revert to Tolleson, unless otherwise set forth by the terms of the applicable grant.

8. **Equipment.** El Mirage has provided equipment necessary to provide E-9-1-1, non-emergency call answering communications, dispatch services, and administration of its police records management system.

8.1 All equipment purchased or provided by El Mirage shall remain the property of El Mirage and, at El Mirage’s request, shall be returned to El Mirage by Tolleson upon termination of this Agreement. El Mirage shall maintain an inventory list identifying its equipment.

8.2 In the event that any equipment purchased or provided by El Mirage is damaged, lost, stolen or no longer operative, El Mirage will be responsible for the expense for replacement, repair, or reimbursement. Nothing herein shall relieve either party from their responsibility to provide their own equipment for receiving communications and their own equipment sending communications.

8.3 El Mirage is not financially responsible for Tolleson’s facility maintenance/expansion and/or upgrades.

8.4 Tolleson shall have the discretion to upgrade any of the equipment/software associated with providing services under this Agreement. In the event that Tolleson elects to upgrade the equipment, El Mirage shall reimburse Tolleson for the cost to upgrade El Mirage’s equipment as follows: 1) Upgrades costing less than or equal to \$100,000 shall be paid by El Mirage in the same manner and time as Tolleson, 2) Upgrades costing more than \$100,000 shall be paid by El Mirage in August of the subsequent fiscal year.

8.5 El Mirage shall be responsible for complying with ACJIS certification through the Arizona Department of Public Safety.

8.6 Tolleson guarantees an uptime percentage (percentage of time) to maintain uninterrupted performance of the CAD/RMS equipment and software of 99.5% and no more than 6 days of planned downtime annually. Tolleson will:

A. Provide at least seven (7) days' notice to El Mirage of any planned programmed downtime of Services;

B. Notify El Mirage immediately if an emergency requires any unplanned downtime of Services; and

C. Provide after action reports to El Mirage on any service outages including planned or emergency downtime within 2 business days of resolution.

9. **Obligations.**

9.1 Tolleson shall have no obligation to provide Services pursuant to this Agreement after its expiration, termination or non-renewal. In such event, El Mirage shall have no further obligation to Tolleson, except for payment to Tolleson for any amounts owed. Due to the quarterly pre-payments provided by El Mirage, Tolleson will reimburse El Mirage for any monies owed following the termination of Services.

9.2 Nothing in this Agreement is intended or construed to require Tolleson to respond to calls for emergencies or provide law enforcement services for events that occur in the City of El Mirage. Notwithstanding the foregoing Tolleson will render assistance in accordance with State statute, automatic aid, and City of Tolleson Police Department Policies and Procedures.

10. **Hold Harmless and Indemnification.** Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party to the extent arising from any negligent, reckless or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

10.1 Each Party (an "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") against all claims, losses, liability, costs or expenses (including reasonable attorneys' fees)(hereinafter collectively referred to as "Claims") arising from any act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers in connection with work or responsibilities performed pursuant to this Agreement.

10.2 In the event of any lawsuit that names the Parties as a defendant ("Defendant Party" or "Defendant Parties") the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other to the extent of the comparative allocation.

10.3 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party's employee assigned by a Party to do work under this agreement shall remain an employee of such Party.

10.4 No individual member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach under the terms of this Agreement.

11. **Insurance.** The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.

12. **Dispute Resolution.** In the event of any dispute, claim question or disagreement missing from or relating to this Agreement or the breach thereof the Parties hereto shall use their best efforts to settle the dispute claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both Parties. If that fails, the Chief of Police of Tolleson has the final authority to decide all disputes involving the operations pursuant to this agreement. In the event the Parties are unable to resolve a dispute, claim, question, or disagreement relating to an alleged breach of this Agreement, or involving liability to a third party or a party's obligation to indemnify the other party as a result of an event arising out of this Agreement, Tolleson and El Mirage agree to submit such dispute to mediation with a mutually agreed upon mediator. In the event of a disputed claim, each Party shall be responsible for its own costs and attorney fees.

13. **Termination.** Either party may terminate this Agreement for convenience by providing the other party with written notice a minimum of one hundred eighty (180) days prior to the renewal date. Either party may terminate this agreement for breach upon providing thirty (30) days written notice to the other party. Due to the quarterly pre-payments provided by El Mirage, upon termination, Tolleson will reimburse El Mirage for any monies owed following the termination of Services.

14. **Notice.** Any notice required to be given under this Agreement will be provided by mail to:

Tolleson: City of Tolleson
 Attn: Police Chief and City Manager
 8350 W. Van Buren
 Tolleson, Arizona 85353

With a copy to: City of El Mirage
 Attn: Police Chief
 12401 W. Cinnabar Ave.
 El Mirage, Arizona 85335

 City of El Mirage Fire Department
 Attn: Fire Chief
 13601 N. El Mirage Rd.
 El Mirage, AZ 85335

15. **Conflict of interest.** No member, official or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Ariz. Rev. Stat. § 38-511. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.

16. **General Provisions.**

16.1 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

16.2 Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

16.3 Non-Discrimination. The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.

16.4 Compliance with Laws. The Parties shall comply with all applicable federal state and local laws, rules and regulations, standards and executive orders when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

16.5 Governing Law. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

16.6 No Third-Party Beneficiaries. Nothing in this Agreement is intended to create duties, obligations to, or rights or remedies in third parties not Parties to this Agreement.

16.7 Assignment. It is hereby agreed by the Parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

16.8 Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter thereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Agreement has been executed.

16.9 Compliance with E-Verify Program. Ariz. Rev. Stat. § 41-4401, the Parties mutually warrant that they are in compliance with and further acknowledge that:

A. They and their subcontractors, if any, warrant their compliance with Ariz. Rev. Stat. § 41-4401 and all federal immigration laws and regulations that relate to their employees and their

compliance with Ariz. Rev. Stat. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer;

B. A breach of a warranty under subsection A above, shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement;

C. The Parties mutually retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection A above, and that the contractor agrees to make all papers and employment records of said employees(s) available during normal working hours in order to facilitate such an inspection;

D. Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

16.10 Headings. The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.

16.11 Amendments. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of Tolleson and El Mirage.

16.12 Appropriations. Each party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its obligations, upon written notice to the other Party at least one hundred eighty (180) days prior to termination, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

16.13. Conflict Waiver. Both Parties hereby agree and acknowledge that Pierce Coleman PLLC represents both parties and has prepared this Agreement. The Parties further acknowledge that they have been informed of the inherent conflict of interest associated with the drafting of this Agreement by Pierce Coleman PLLC, including the risks and alternatives, and waive any action they may have against Pierce Coleman PLLC regarding such conflict. The Parties have been given the opportunity to consult with counsel of their choice regarding their rights under this Agreement.

[End of Agreement. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby subscribe their names this 12th day of April, 2023.

City of Tolleson

City of El Mirage

Reyes Medrano, Jr.
City Manager
Reyes Medrano

City Manager
J. Crystal Dyches

Crystal Zamora
City Clerk
Crystal Zamora

City Clerk
Sharon Antes

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

Justin Pierce
Tolleson City Attorney

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

El Mirage City Attorney

IN WITNESS WHEREOF, the Parties hereby subscribe their names this 18th day of APRIL, 2023.

City of Tolleson

City of El Mirage

City Manager
Reyes Medrano

J. Crystal Dyches
City Manager
J. Crystal Dyches

City Clerk
Crystal Zamora

Sharon Antes
City Clerk
Sharon Antes

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

Tolleson City Attorney

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

[Signature]
El Mirage City Attorney

City of Tolleson
Summary of Annual Costs - FY 2024
El Mirage PD Dispatch Services IGA Exhibit A

Account	Account Title	Updated Amounts
6001	WAGES - FULL TIME	1,272,000
6003	WAGES - OVERTIME	120,000
6501	FICA TAXES	79,000
6502	ARIZONA STATE RETIREMENT	155,000
6506	AZ ST LONG TRM DISABILITY	2,100
6507	HEALTH INSURANCE	265,000
6508	WORKMAN'S COMPENSATION	4,200
6512	DENTAL INSURANCE	7,600
6513	LIFE INSURANCE	2,500
6514	VISION INSURANCE	2,500
6515	MEDICARE TAX	18,600
6516	SHORT TERM DISABILITY	3,400
6524	DEFERRED COMP EMPLOYER	10,200
7005	MEDICAL SERVICES	2,000
7501	TRAVEL EXPENSES	4,000
7502	MEALS AND LODGING	8,000
7503	REGISTRATION	3,000
7507	CAREER DEVELOPMENT	5,000
8025	DUES AND SUBSCRIPTIONS	2,000
8028	WEARING APPAREL	3,500
8044	COMMUNICATIONS SUPPLIES	4,000
8051	OFF EQUIP MAINT SERVICE	1,000
8052	COMPUTER MAINT SERVICE	3,500
8069	MISC CONTRACTUAL SERVICES	195,000
8075	TELEPHONE SERVICE	25,000
8202	ELECTRICITY	53,000
8499	MISCELLANEOUS EXPENSES	1,500
		2,252,600
	El Mirage allocation %	52.21%
	El Mirage allocated costs	1,176,082.46

RESOLUTION R23-04-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EL MIRAGE AND THE CITY OF TOLLESON RELATING TO POLICE AND FIRE DISPATCH SERVICES AND ADMINISTRATION.

WHEREAS, the City of El Mirage ("El Mirage") and the City of Tolleson ("Tolleson") desire to enter into an Intergovernmental Agreement ("Agreement") to work together for the mutual benefit of their communities, the public and their personnel by effectively providing police and fire dispatch services and administration; and

WHEREAS, Tolleson, through the Communications Center located at 8350 West Van Buren in Tolleson, AZ, shall be responsible for providing E911 and non-emergency call answering communications and dispatch services to El Mirage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, as follows:

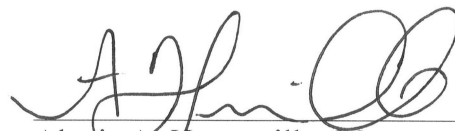
Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. El Mirage shall pay Tolleson an estimate of \$1,176,082.46 in total annual costs. The initial term of this Agreement shall be from July 1, 2023 through June 30, 2033 and shall automatically renew itself annually for ten years upon the first day of July of each year.

Section 3. The Agreement between Tolleson and El Mirage relating to police and fire dispatch services and administration is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

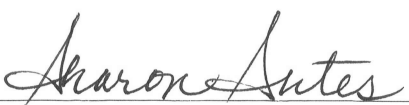
Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage, Arizona, on this 18th day of April, 2023.



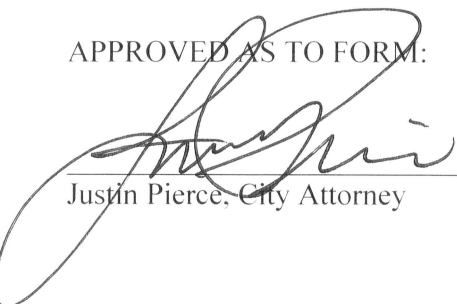
Alexis A. Hermosillo, Mayor

ATTEST:



Sharon Antes, City Clerk

APPROVED AS TO FORM:



Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION R23-04-07
[Intergovernmental Agreement]
See following pages.

RESOLUTION NO. 2522

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF EL MIRAGE RELATING TO POLICE AND FIRE DISPATCH SERVICES AND ADMINISTRATION.

WHEREAS, the City of Tolleson ("Tolleson") and the City of El Mirage ("El Mirage") desire to enter into an Intergovernmental Agreement ("Agreement") to work together for the mutual benefit of their communities, the public and their personnel by effectively providing police and fire dispatch services and administration; and

WHEREAS, Tolleson, through the Communications Center located at 8350 West Van Buren in Tolleson, AZ, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services to El Mirage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. El Mirage shall pay Tolleson an estimate of \$1,176,082.46 in total annual costs. The initial term of this Agreement shall be from July 1, 2023 through June 30, 2033 and shall automatically renew itself annually for ten years upon the first day of July of each year.

Section 3. The Agreement between Tolleson and El Mirage relating to police and fire dispatch services and administration is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 11th day of April, 2023.

Juan F. Rodriguez
Juan F. Rodriguez, Mayor

ATTEST: Crystal Zamora
Crystal Zamora, City Clerk

APPROVED AS TO FORM: Justin Pierce
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2522

[Intergovernmental Agreement]

See following pages.