

## **INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2023, between the City of Flagstaff (“City”), an Arizona municipal corporation, on behalf of the Flagstaff Police Department (“FPD”) and Coconino County (“County”), a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff’s Office (“CCSO”).

### **RECITALS**

A. The City and the County entered into an Intergovernmental Agreement (“IGA”) dated July 1, 2000, for the establishment of the City/County Law Enforcement Administrative Facility at Sawmill Road, within the City of Flagstaff, Coconino County, Arizona, (“Law Enforcement Facility”) for the FPD and the CCSO.

B. The City, through the FPD, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones and recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Facility; and the FPD is the primary Public Safety Answer Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police, fire, and medical agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies.

C. The County, through the CCSO, desires the City, through the FPD, to provide law enforcement dispatch within the jurisdiction of the CCSO’s responsibilities, and the City desires to provide such services to the County, in accordance with the terms of this Agreement.

D. In furtherance of the overall purposes of the IGA, the City and the County desire to establish a formal agreement between them for the provision by the FPD of dispatch services to the CCSO.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

### **AGREEMENT**

#### **SECTION 1: TERM**

This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement,

as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

## **SECTION 2: SCOPE OF CITY'S SERVICES**

The City, through the FPD, agrees to provide dispatch services to the County, through the CCSO, twenty-four (24) hours a day, seven (7) days a week during the term and any extended term of this Agreement as follows:

2.1. FPD dispatch personnel will receive, and process calls for service in a courteous, efficient and customer service-oriented manner. The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the CCSO include: Location of events utilizing cross streets, addresses and varied map coordinates as may be available, maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene. Routine radio contact between the FPD and the CCSO will include tracking status and location of all designated units operated by the CCSO.

2.2. If requested by the CCSO, the FPD will provide summary listings to the CCSO of call data by month, quarter or year as generated by the CAD system.

2.3. The FPD will record all CCSO radio transmissions from the CCSO primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five days (365) calendar days, after which such records shall be destroyed. The FPD will provide recordings of incidents to CCSO when requested in a timely manner on standard compact disk media.

2.4. The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

## **SECTION 3: COUNTY'S OBLIGATIONS**

3.1. The County, through the CCSO, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the County, through the CCSO, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2. The CCSO agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of law enforcement dispatching for the CCSO, if agreed upon by both parties, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching the CCSO.

3.3 The City will provide Dispatch services to the County. The County and City will pay the pro-rata shares of the cost of the Dispatch services.

3.4 The staff of the City and County will meet and provide budget estimates for Dispatch services for the following budget cycle, no later than the end of December or when each agency deadline occurs.

3.5 The methodology for charging Dispatch services splits costs based on the number of calls an agency receives to Dispatch.

3.5 The City will issue invoices to the County for their pro-rata shares of the cost of Dispatch services on a bi-annual basis.

3.6 In the event that the cost of providing Dispatch services exceeds the amount budgeted, the City and County will each pay their respective pro-rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.

3.7 In the event that the cost of providing Dispatch services is under the amount budgeted, the City and County will each receive a credit for their respective pro-rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.

3.8 A call for service shall mean: any call where a field unit is sent to a location of an incident or to assist a citizen or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

The City will provide fee schedules in July, beginning with July 2022, as Schedule "A" to this Agreement, for the following year once the City fiscal budget has been approved by the City Council. Schedule "A" will include the total budgetary cost of operating the dispatch center, the previous year's total calls for service and an estimate of the total calls for service for the following year. The parties may modify this Agreement during the initial term set forth in Section 1 through administrative review and approval by the City Manager and County Manager as needed to accommodate operational efficiency between the City and the County.

#### **SECTION 4: AUTHORIZED REPRESENTATIVES**

The City and County mutually agree that a process to solve problems and manage change as the Communications Center continues to evolve and grow in sophistication is essential to the proper administration of this Agreement. The City, through the FPD, the County, through the CCSO, hereby designate the following representatives who shall have authority to represent the City and the County, respectively, in carrying out the terms of this Agreement:

Police Department Authorized Representative: Chief  
Sheriff's Office Authorized Representative: Sheriff

If a party changes its representative, such party shall provide notice to the other party of the name of the new representative in accordance with Section 8.

### **SECTION 5: TERMINATION**

5.1. Either party may terminate this Agreement by providing written notice thereof to the other no less than ninety (90) days prior to the anniversary date of this Agreement.

5.2. In the event of termination of this Agreement by the County, or by the City pursuant to Section 5.3 below, the CCSO shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the CCSO.

5.3. The City shall also have the right to terminate this Agreement upon written notice thereof to the County in the event the County fails to make any payment due the City under this Agreement within sixty (60) calendar days of the due date thereof.

### **SECTION 6: LIABILITY AND INDEMNIFICATION**

6.1. The City, the FPD and their officials, employees and agents, shall not be liable for damages to the County, CCSO or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure arises out of or results from the failure of CCSO to submit correct and complete data to the FPD or the failure of the CCSO to provide or maintain equipment as set forth in Section 3.1 above.

6.2. No party to this Agreement, their agents, officials and employees, shall be liable to any other party for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by that party, strike, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of that party.

6.3. The County covenants and agrees to indemnify, save, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the County, the CCSO, their employees, agents or contractors under this Agreement, including, but not limited to, the CCSO's failure to submit correct and complete data to the FPD or the failure of the CCSO to provide and maintain equipment as set forth in Section 3.1 above. The County's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6.4. Except as otherwise provided in this Section 6, the City covenants and agrees to indemnify, save, hold harmless and defend the County, the CCSO and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

## **SECTION 7: DISPUTE RESOLUTION**

### **7.1. Mediation**

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

### **7.2. Arbitration**

If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties agree to resort to arbitration as provided in Sections 12-1518 and 12-133, Arizona Revised Statutes.

## **SECTION 8: NOTICES**

Any notice or communication required under this Agreement shall be in writing and shall be effective when personally delivered or when addressed:

If to Coconino County:	Coconino County Attention: County Manager 219 E. Cherry Avenue Flagstaff, Arizona 86001
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With a copy to:	Coconino County Sheriff's Office Attention: Sheriff 911 E. Sawmill Road Flagstaff, Arizona 86001
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If to the City: City of Flagstaff  
Attention: Deputy City Manager  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

With a copy to: City of Flagstaff Police Department  
Attention: Chief of Police  
911 E. Sawmill Road  
Flagstaff, Arizona 86001

and deposited, postage prepaid, and certified with return receipt requested, in the United States mail.

### **SECTION 9: GENERAL PROVISIONS**

9.1. Maintenance of the FPD dispatch center and all on-premise PSAP and radio equipment shall be the sole responsibility of the FPD, with respect to which the CCSO shall share costs of maintenance and operation as provided in the 2022 Information Technology Intergovernmental Agreement, among the City of Flagstaff, Coconino County and the Coconino County Jail District concerning those parties' obligations relating to the Intergraph Public Safety, Inc. software system.

9.2. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the County agree that they shall retain sole responsibility and authority over their respective employees.

9.3. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

9.4. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Schedule A to this Agreement as set forth in Section 3.3 above, which may be modified with the approval of the Sheriff and Chief of Police, this Agreement may be modified or amended only by written agreement signed by or for both parties and filed with the Coconino County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the filing with the County Recorder.

9.5. This agreement may be cancelled pursuant to A.R.S. § 38-511.

9.6. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9.7. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

9.8. This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF FLAGSTAFF

\_\_\_\_\_  
Becky Daggett, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

COCONINO COUNTY

\_\_\_\_\_  
Patrice Horstman,  
Chairman of the Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy County Attorney

## SCHEDULE A

### City of Flagstaff Dispatch Shared Costs - Program 0224 Fiscal Year 2022

	Budget	Actual																																																			
Direct Costs - Police Dispatch O&M 0224	\$ 2,979,171	\$ 3,041,253																																																			
NAU/Pinewood Reimbursement for CAD	(21,687)	(28,514)																																																			
(1) Indirect Costs - Police Admin O&M 0220	439,107	303,342																																																			
(2) Capital	275,000	-																																																			
Subtotal	3,671,591	3,316,081																																																			
Cost Allocation 3.97%	145,762	131,648																																																			
<b>Total Dispatch Cost</b>	<b>\$ 3,817,353</b>	<b>\$ 3,447,729</b>																																																			
(3) Fire Specialist - Highlands	641	379																																																			
Fire Specialist - Blue Ridge	165	128																																																			
Fire Specialist - Pinewood	403	255																																																			
Fire Specialist - Forest Lakes	287	148																																																			
Fire Specialist - Summit Fire	1,007	778																																																			
Total Dispatch and Fire Specialist	3,819,856	3,449,417																																																			
(4) City (Police and Fire)	72.28%	72.71%																																																			
Highlands	1.05%	0.95%																																																			
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Pinewood	0.66%	0.64%																																																			
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