

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES**

between

**CITY OF FLAGSTAFF
an Arizona Municipal Corporation
and
COCONINO COUNTY
a Political Subdivision of the State of Arizona**

This intergovernmental agreement for dispatch services ("Agreement") is entered into on this 20th day of January,, 2026 between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and Coconino County, a political subdivision of the State of Arizona, with offices at 219 E. Cherry Street, Flagstaff, AZ 8600, for the provision of dispatch services by and between the FPD Public Safety Answering Point (911) and the Coconino County Constables for both the Flagstaff and Williams Precincts ("Coconino County Constables").

RECITALS

- A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility at 911 E. Sawmill Rd., Flagstaff, AZ 86001. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.
- B. Coconino County, for the benefit of the Coconino County Constables of the Flagstaff and Williams Precincts, desire that the City, through the FPD, provide emergency dispatching for all calls for service by and between the Coconino County Constables in accordance with the terms of this Agreement.

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:

1. Term

This Agreement shall become effective on **January 21st, 2026** at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue for a period of three (3) years, until January 20th, 2029 at 2359 hours, unless renewed as provided for below.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the aforementioned Coconino County Constables, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year as follows:

- 2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the Coconino County Constables 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, time last unit cleared scene, and other fire service benchmark times as available.
- 2.2 If requested by a Coconino County Constables, the FPD will provide summary listings to the requesting Coconino County Constable of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to a Coconino County Constable at the end of each call by fax or email.
- 2.3 The FPD will record all Coconino County Constable radio transmissions from the 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 (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to a Coconino County Constable in a timely manner on standard compact disc.
- 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 required downtime maintenance as scheduled 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.

3. Coconino County Constable Obligations

- 3.1 The Coconino County Constables agree to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point for each Constable. The demarcation is first established through a connection to the FPD dispatch center console interface patch panel.

3.2 The Coconino County Constables agree to work within any existing written procedures used by the FPD for dispatching. Procedures for specific requirements of police dispatching for the two Coconino County Constables, if agreed upon by the Parties, will be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the Coconino County Constables.

3.3 The Coconino County Constables, by and through Coconino County, collectively agree to pay the City a flat fee of Five Thousand and No/100 Dollars (\$5,000.00) ("Annual Fee") each year during the Term, including any Renewal Term, of this Agreement in exchange for providing the combined Services to the Coconino County Constables. The City will send the Coconino County an invoice for the Annual Fee on the Effective Date and on each annual anniversary thereafter during the Term or any Renewal Term of this Agreement. Coconino County agrees to pay the Annual Fee in full to the City within thirty (30) calendar days of the date Coconino County receives the invoice from the City.

4. Termination and Renewal.

4.1 Either Party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 The City shall also have the right to terminate this Agreement upon written notice to the Coconino County Constables in the event Coconino County fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

4.3 In the absence of a termination event as provided for in Subsections 4.1 and 4.2 above, the Parties stipulate that this agreement shall automatically renew for successive three (3) year terms.

5. Liability and Indemnification

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

5.2 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.

5.3 Coconino County, and each of the two Coconino County Constables agree to indemnify, 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 negligent act, alleged act, action or omission of a Coconino County Constable or their respective employees, agents or contractors under this Agreement, including, but not limited to, a Coconino County Constable's failure to submit correct and complete data to the FPD or the failure of the a Coconino County Constable to provide and maintain equipment as set forth in Section 3.1. The Coconino County Constables' obligations under this indemnity provision shall survive any termination of this Agreement.

5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend Coconino County, the Coconino County Constables, and their respective elected agents, officers,, employees and volunteers, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may result from any act, action or omission of the City, the FPD, or their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City and FPD is required to maintain under the terms of this Agreement. The City's and FPD's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

5.5 Each party shall maintain adequate insurance, which may include a Bonafide self-insurance program, to cover any liability arising from the performance of this agreement and the acts and omissions of the party's employees or agents.

5.6 City Dispatch complies with CJIS standards for cyber-security auditing. The City will provide a copy of the latest CJIS report to Coconino County upon request.

6. Confidentiality

The parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations. Confidential Information may be supplied to the City or FPD solely for the purposes of performance under this Agreement and City and FPD agree not to use this data for any other purpose or to disclose the data to any third party

7. Information Security.

7.1 Incident Reporting

City and FPD shall immediately notify Coconino County of any cyber security or privacy breach it experiences and whether this affects any Coconino County data. In the event the City and/or FPD cyber security or privacy breach involves Coconino County data, the City and FPD shall provide Coconino County with access to City and FPD forensics reports.

7.2 Notifications

City/FPD must immediately notify Coconino County if it receives any type of FOIA (Freedom of Information Act), Public Records Request, or any type of subpoena regarding County data or infrastructure. All notifications or reports must be sent to Information Security at the Information Security Office: iso@coconino.az.gov.

8. Dispute Resolution

- 8.1 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, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the Conflict Prevention and Resolution (CPR) Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.
- 8.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

9. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Shannon Anderson,
Deputy City Manager
City of Flagstaff
211 West Aspen Avenue

If to Coconino County

James Orloski
Director of Strategic Initiatives
Coconino County Manager's Office
219 East Cherry Avenue

Copy to:

Sean Connolly
Police Chief
Flagstaff Police Department
911 E. Sawmill Road

10. General Provisions

- 10.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.
- 10.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and the Coconino County Constable Districts agree that they shall retain sole responsibility and authority over their respective employees.
- 10.3 Authorization to Contract. 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.
- 10.4 Integration; Modification. 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 Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.
- 10.5 Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.
- 10.6 Waiver. 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.
- 10.7 Non-Discrimination. FPD warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. FPD shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

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

City of Flagstaff

COCONINO COUNTY

Becky Daggett, Mayor

Chairperson, Board of Supervisors

Attest:

Attest:

City Clerk

Clerk, Board of Supervisors

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorneys.

City Attorney
Counsel for the City of Flagstaff

Deputy County Attorney
Counsel for Coconino County Board of Supervisors