

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GOODYEAR
AND
CITY OF BUCKEYE
FOR
EMERGENCY COMMUNICATIONS AND DISPATCHING SERVICES

This Intergovernmental Agreement (Agreement) is entered into pursuant to A.R.S. §§ 11-951, et.seq. by and between City of Goodyear, a municipal corporation of the State of Arizona, and City of Buckeye, a municipal corporation of the State of Arizona, herein referred to and collectively known as the “parties” for the purpose of providing backup 9-1-1 emergency communications and dispatching services.

WHEREAS, the City of Goodyear provides emergency communications and dispatching services in and for the City of Goodyear; and

WHEREAS, the City of Buckeye also provides emergency communications and dispatching services in and for the City of Buckeye; and

WHEREAS, a 9-1-1 telephone system provides one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate emergency response agency will be notified as a result of dialing 9-1-1; and

WHEREAS, the parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed during specific incidents; and

WHEREAS, it is understood that in the event that 9-1-1 calls are unable to be answered by either party due to a natural or man-made disaster, sabotage, equipment malfunction or any other such cause, including but not limited to planned maintenance and training, all calls will be routed to the other party.

NOW THEREFORE, the parties agree as follows:

I. General Purpose and Authority

The purpose of this Agreement is to ensure the continuity of emergency communications related to 9-1-1 calls during periods of emergency or planned maintenance/training events in which either party is temporally unable to provide for its own communications at its primary facility. Under this Agreement, each party will temporarily provide emergency communication services on the other party's behalf and if needed will also provide space within its communications facility for the other party to operate emergency communications until normal service can be restored.

II. Conditions

- A. The services provided as a result of this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties.
- B. The cost of operating each respective agency shall remain the responsibilities of the respective parties.
- C. Each party to this Agreement has limited resources and may not be able to provide backup service at the same level as the initiating party during the temporary service period. Neither party makes any guarantees or warranties of any kind to the other regarding the level of service.
- D. Both parties will continually maintain and provide to each respective party a list of primary contact numbers and any other additional information to facilitate the intent of this agreement. Within thirty (30) calendar days of the execution of this agreement, each party agrees to supply the other with a list of names and contact information for supervisors at their respective facilities. The parties should review primary contact information on a quarterly basis to ensure primary contact information is current and accurate. Any changes to contact information should be forwarded to the other party as soon as possible throughout the term of this Agreement.
- E. Both parties agree to implement electronic keycard access to each other's facilities for purposes of this agreement.
- F. Both parties agree and understand that they are bound by their own departmental policies and procedures while operating in an emergency capacity.

- G. Both parties agree to develop and implement a mutually agreed upon procedure guide to make available to their employees in the event an emergency is declared.

III. Procedures

In the event an emergency occurs that results in the inability of either party to provide emergency communications, dispatching, and/or response to 9-1-1 calls at its own facility, backup communications services shall be provided by the other party as follows:

A. Scheduled Routine Maintenance or Training

1. The party contemplating a scheduled routine maintenance or training event (Scheduled Party) shall provide notice to the other party no less than 24 hours prior to the Scheduled Party need for emergency communications and dispatch services including 9-1-1 backup services.
2. The notification shall be in the form of both a written email communication to the other party from the Scheduled Party and a follow-up telephone call from the Scheduled Party to the other party.
3. After providing notice and at the scheduled time, the Scheduled Party will switch calls to the other party and upon the switchover the other party shall, to the extent of its abilities and resources, temporarily provide emergency communications and dispatch services consisting of the following:
 - a. Receiving 9-1-1 calls and routine calls for law enforcement response generally served by the other party.
 - b. Upon notice of the completion of the scheduled event, emergency communications and dispatch services shall be switched back to the Scheduled Party and the other party shall discontinue any emergency call services on behalf of the Scheduled Party.

B. Non-Scheduled Events/Emergencies

1. The party experiencing a non-scheduled emergency (Emergency Party) event shall contact the other party and notify the other person of the non-scheduled emergency event and the inability to provide services as soon as practicable.
 - a. The emergency notification shall be from the City that is declaring the emergency to the other city.

- b. Once notification is made, the officer in charge in the non-emergency City shall notify the dispatch supervisor of said emergency and all appropriate departmental notifications and preparations shall commence.
 - c. In the event of simultaneous emergencies, no party shall be obligated to allow the other access to their facility.
 - d. The parties shall identify the appropriate contact persons to notify during the emergency in the lists provided pursuant to Section II(D) of this agreement.
- 2. If feasible, the notification shall be in the form of both a written email communication to the other party from the Emergency Party and a follow-up telephone call from the Emergency Party to the other party.
- 3. The Emergency Party will switch calls to the other party and upon the switchover the other party shall, to the extent of its abilities and resources, temporarily provide emergency communications and dispatching services consisting of the following:
 - a. Receiving 9-1-1 calls for law enforcement response generally served by the other party.
 - b. Upon notice of restoration of normal emergency communications services at the Emergency Party's primary facility, communications shall be switched back to the Emergency Party and the other party shall discontinue any emergency call services on behalf of the Emergency Party.
 - c. Allow access to the telecommunication building for the Emergency Party's employees to use as a temporary facility until normal operations can be restored at their regular facility.

IV. Term

The term of this Agreement shall be five years from the date the agreement is executed by the parties hereto. The Agreement may be renewed for an additional five five-year term upon agreement by both parties with written notice at least 60 days prior to the expiration of the initial five (5) year term.

Notwithstanding any other provision, either party may terminate this agreement by providing written notice to the other party of its intent to terminate; such notice of termination shall be given not less than sixty (60) days prior to the intended termination date.

V. Mutual Indemnity

Each Party (as "indemnitor") will indemnify, defend and hold harmless the other Party and its agents, officials and employees from liability from all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Each party shall indemnify, defend, and hold the other harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature brought against the other by reason of the indemnifying party's acts or omissions, provided the same does not arise out of any negligence, breach of warranty or other breach of duty by the indemnified party.

VI. Worker's Compensation

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

VII. Entire Agreement

This Agreement contains all terms and conditions between the parties relating to the rights and obligations herein granted. Any modifications concerning this Agreement shall be of no force and effect unless in writing and executed by all parties.

VIII. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the discretion of the Party of whom the request is made.

IX. Non-Discrimination

The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination.

X. Conflict of Interest

Either party may cancel this agreement in accordance with A.R.S. § 38-511.

XI. 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.

XII. Notices

All notices shall be sent to the Chief of Police of their respective agencies with a courtesy copy sent to the City Attorney's Office for each City. Electronic mail is preferred with a follow-up copy to be sent via USPS.

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document. IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below (the "Effective Date").

CITY OF BUCKEYE, an Arizona municipal corporation

Doug Sandstrom, City Manager

Date: _____

ATTEST: _____

Lucinda Aja, Buckeye City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Buckeye

By: _____

Tosca Henry, City Attorney

City of Goodyear

By: _____

Bryan Langley, City Manager

Date: _____

ATTEST: _____

Jasmine Pernicano, Goodyear City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Goodyear

By: _____

Roric Massey, City Attorney

Date: _____