

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH AND COMMUNICATION SERVICES

Between

SANTA CRUZ COUNTY

And

TUBAC FIRE DISTRICT, RIO RICO FIRE & MEDICAL DISTRICT, SONOITA-ELGIN FIRE DISTRICT, NOGALES-SUBURBAN FIRE DISTRICT, AND PATAGONIA VOLUNTEER FIRE AND RESCUE

The Parties to this Agreement ("Agreement") are Santa Cruz County, Arizona, and the following "Fire Entity Parties": Tubac Fire District ("TFD"), Rio Rico Fire & Medical District ("RRFMD"), Sonoita-Elgin Fire District ("SEFD"), Nogales-Suburban Fire District ("NSFD"), and Patagonia Volunteer Fire and Rescue ("PVFR").

RECITALS

- A. The Santa Cruz County Sheriff's Office ("SCCSO") is the Public Safety Answering Point ("PSAP") for Santa Cruz County;
- B. TFD, RRFMD, SEFD, and NSFD are fire districts created in accordance with A.R.S. § 48-261;
- C. PVFR is an Arizona nonprofit corporation;
- D. SCCSO has been providing 9-1-1 dispatch and emergency communications services to various Fire Entity Parties for several years;
- E. The Parties want to continue the practice of SCCSO providing dispatch and emergency communications services to the Fire Entity Parties;
- F. The purpose of this Agreement is to help safeguard the health and safety of the residents of the Fire Entity Parties, and Santa Cruz County generally; and
- G. The Parties have the legal authority to enter into this Agreement under A.R.S. §§ 11-952(A) and 48-805(B)(16).

AGREEMENT

The Parties therefore agree as follows:

- 1. **Effective date and term of Agreement**
 - a. The Effective Date of this Agreement is the date of the last signature by all Parties.
 - b. The Initial term of this Agreement is two years from the Effective Date.
 - c. This Agreement will automatically renew for 2-year periods.

2. Termination

- a. Any Party may terminate its participation in this Agreement by giving three months' prior written notice to all other parties.
- b. Termination by a Fire Entity Party means that particular entity is no longer a party, but the Agreement will continue among the rest of the Parties.
- c. Termination by SCCSO means that the entire Agreement will terminate.
- d. The termination of this Agreement, in whole or as to a particular Party, does not affect SCCSO's obligations as PSAP to provide 9-1-1 dispatch and emergency communications services to all of Santa Cruz County.

3. Services provided by SCCSO

SCCSO will provide 9-1-1 dispatch and emergency communications services and all related incidental functions for communicating and dispatching services between the public and the Fire Entity Parties. SCCSO's obligations include:

- a. Receiving 9-1-1 calls and routine calls for fire and medical services;
- b. Directing a response to said calls by either dispatching the appropriate emergency fire or medical unit (for TFD and RRFMD), or forwarding the call to the appropriate agency for response (for NSFD, SEFD, and PFD);
- c. Providing on-going communication support to personnel in the field;
- d. Updating, maintaining, and managing the Spillman CAD Fire/EMS modules, radio infrastructure, support files and resource materials to accomplish the above;
- e. Establishing, and updating from time to time, standard protocols for communications to and from personnel in the field;
- f. Responding in a timely manner to requests for information from Fire Entity Parties;
- g. Meeting quarterly with representatives of the Fire Entity Parties as appropriate, to review dispatch procedures, protocols, equipment, and software needs to provide quality ongoing emergency communications;
- h. Employing trained dispatchers who must adhere to the Association of Public Safety Communications Officials (APCO) minimum training standards;
- i. Employing dispatchers, supervisors, and other personnel in sufficient numbers to adequately staff the 9-1-1 dispatch and communications center, as determined by the Fire Entity Parties; and

- j. Conforming to National Emergency Number Association (NENA) call answering time standards for 9-1-1 calls.
- 4. Fire Entity responsibilities for, and agreement to, CAD license renewal and upgrade**
- a. TFD and RRFMD will enter into a separate procurement agreement with Motorola Solutions to fund the annual software renewal of the Fire/EMS Spillman CAD modules. The agreement with Motorola Solutions will include a Phase I upgrade to the Spillman CAD to include:
 - I. Mobile AVL and Mapping
 - II. Mobile Records
 - III. Mobile Voiceless CAD
 - IV. Image Trend (TFD)
 - V. Beyond Lucid, MediView (RRMFD)
 - b. SEFD, NSFD, and PVFD agree to the annual renewal and Phase I upgrade of the Spillman CAD Fire/EMS modules for their portion of the dispatch services received by SCCSO.
- 5. SCCSO responsibilities relating to CAD software implementation and integration**
- a. SCCSO will grant the Fire Entity Parties full permissions and use rights to implement the Phase I upgrade discussed in Section 4(a), as well as all future upgrades to the Fire/EMS Spillman CAD modules.
 - b. SCCSO agrees to full coordination with Fire Entity agency representatives for CAD integration as requested by the Fire Entities and required for implementation.
 - c. SCCSO will provide Fire/EMS data from the CAD system as requested by the Fire Entities and in a format agreeable by the requesting party. An example is a monthly data download of all calls dispatched for a specific agency containing all or a portion of the data fields available in the Spillman Fire/EMS modules.

6. Sufficient Funds

Each Party represents that it has within its respective budget sufficient funds to discharge the duties assumed under this Agreement. Should any Party fail to obtain continued funding during the term of this Agreement through failure of appropriation or approval of funds, then this Agreement shall be deemed to terminate as to that Party by operation of law. In such event, the Party's termination shall be effective on the last day of the year for which funds have been appropriated or approved.

7. Amendment

This Agreement may be amended by a writing signed by all Parties.

8. Notices

Rio Rico Medical & Fire District
822 Pendleton Drive
Rio Rico, AZ 85648

Sonolita-Elgin Fire District
P.O. Box 322
Sonolita, AZ 85637

Nogales Suburban Fire District
P.O. Box 398
Nogales, AZ 85628

Patagonia Fire and Rescue
P.O. Box 497
Patagonia AZ 85624

Tubac Fire District
P.O. Box 2881
Tubac, AZ 85646

9. Indemnification

The Parties shall indemnify, defend, and hold harmless the other Parties, as well as their officers, departments, board members, employees, volunteers, and agents, from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Agreement, to the extent based on any act or omission of the indemnifying party, its agents or employees, or anyone acting under its direction or control, or on its behalf. The obligations under this Section shall survive any termination or expiration of this Agreement.

10. Cancellation under A.R.S. § 38-511

Notice is hereby given that any Party may cancel this Agreement in accordance with A.R.S. § 38-511(A).

11. Insurance

Each Party represents that it shall maintain for the duration of the Agreement policies of public liability insurance covering all of their obligations undertaken in the implementation of this Agreement providing bodily injury limits of not less than \$1 million for any one person; of not less than \$1 million for any one occurrence; and property damage liability of not less than \$1 million. The Parties may fulfill

the requirements of this section by programs of self-insurance providing equivalent coverage. The insurance limits set forth in this Section shall not limit the scope of indemnification set forth in Section 9.

12. Equal Employment

Each Party agrees to comply with all applicable federal and state equal employment laws and its respective codes regulating equal employment. In carrying out this Agreement, the Parties agree to comply with all applicable federal, state and local anti- or non-discrimination laws and regulations. The provisions of A.R.S. § 41-1463, as well as Executive Order Number 2009-09 issued by the Governor of the State of Arizona, are incorporated by this reference as a part of this Agreement. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.

13. Immigration Compliance

A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the parties agree that:

- Each party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A).
- A breach of this warranty is a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement as to the breaching Party.
- Each Party retains the legal right to inspect the papers of the others, or their subcontractors who perform any services under this Agreement, to ensure that each party or its subcontractor is complying with the warranty in this Section.

14. No Employment or Agency

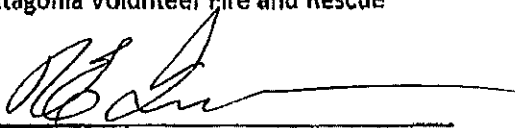

This Agreement does not create an employment, agency, joint venture or partnership relationship among or between the Parties or any of their agents or employees.

15. Counterparts

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which taken together shall constitute one Agreement.

16. Incorporation of Provisions Required by Law

Each and every provision or clause required by law to be in the Agreement is incorporated by this reference, and this Agreement shall be read and enforced as if that provision or clause were included.

<p>Dated this ____ day of _____, 2020 by</p> <p>Santa Cruz County</p> <hr/> <p>Rudy Molera Chairman</p>	<p>Dated this ____ day of _____, 2020 by</p> <p>Santa Cruz Sheriff's Office</p> <hr/> <p>Tony Estrada Sheriff</p>
<p>Dated this ____ day of _____, 2020 by</p> <p>Nogales Suburban Fire District</p> <hr/> <p>Carlos Parra Fire Chief</p>	<p>Dated this <u>2</u> day of <u>Nov.</u>, 2020 by</p> <p>Patagonia Volunteer Fire and Rescue</p>  <hr/> <p>Ike Isakson Fire Chief</p>
<p>Dated this <u>28</u> day of <u>October</u>, 2020 by</p> <p>Sonolita-Elgin Fire District</p>  <hr/> <p>Joseph De Wolf Jonathan Buonaccorsi Fire Chief Acting Fire Chief</p>	<p>Dated this ____ day of _____, 2020 by</p> <p>Rio Rico Fire District</p> <hr/> <p>Adam Amezaga Fire Chief</p>
<p>Dated this ____ day of _____, 2020 by</p> <p>Tubac Fire District</p> <hr/> <p>Cheryl Horvath Fire Chief</p>	

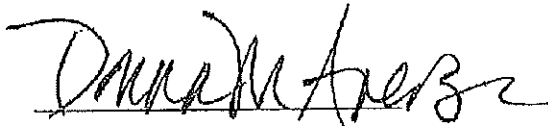
In accordance with A.R.S. § 11-952 (D), the attorneys for the Parties have determined that this Agreement is in proper form, and is within the legal powers and authority of the Parties.

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement, being an agreement between Santa Cruz County, the Tubac Fire District, the Nogales Suburban Fire District, the Patagonia Volunteer Fire and Rescue, the Sonoita-Elgin Fire District, and the Rio Rico Fire District, has been reviewed 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 to the Agreement represented as indicated below.

Note: Nogales Suburban is represented by the Santa Cruz County Attorney

Attorney for Santa Cruz County & Nogales Suburban Fire District



Attorney for Sonoita-Elgin Fire District

Attorney for Rio Rico Fire District

Attorney for Tubac Fire District