

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BY AND BETWEEN
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,
UTAH
FOR 9-1-1 and DISPATCH SERVICES**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement” or “IGA”) is entered into by and between Town of Colorado City, Arizona (“Town”) and Apple Valley, Utah (“City”) and is as follows:

WHEREAS, Town and City (collectively “Parties” individually “Party”) are mutually interested in providing cost effective public services; and

WHEREAS, pursuant to A.R.S. §9-240 & A.R.S. §11-952, Town, as an Arizona town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

WHEREAS, pursuant to Utah Code Ann. S 11-13-201 & 11-13-202 (1953 as amended), City, as a Utah city, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

WHEREAS, Town staffs and operates a 9-1-1 communications center with the equipment and manpower necessary to adequately provide such services within the geographical limits of both Town and City; and

WHEREAS, City and Town are located in the same geographic area and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide dispatch services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare and safety of both communities; and

WHEREAS, City and Town desire to operate under an intergovernmental cooperative

Commented [VB1]: Rob I put this back in with a minor change as terminality between AZ & UT became somewhat of an issue with our reviews before. And we will need to have our legal as well as AMRRP review prior to adoption.

agreement, also known as an intergovernmental agreement, and continued cooperation and mutual operation would be advantageous for both Parties, with certain adjustments to address issues under Arizona and Utah law.

WHEREAS, the Parties also recognized that this Agreement must satisfy the requirements of the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. § 11-13-101 *et seq.*; and

NOW, THEREFORE, TOWN AND CITY AGREE AS FOLLOWS:

1. TERM

- a. The term of this Agreement will be from the ___ day of _____, 2024, until one of the Parties to this IGA provides the other Party with a written Notice to Terminate this Agreement at least twelve (12) months prior to the desired termination of the IGA. Upon termination of this Agreement, any property that is owned by either Party used pursuant to this Agreement shall remain with or be returned to the owner of the property. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

2. ADMINISTRATION AND OPERATION

- a. The Communications Center located at 10 South Heritage Lanet, Colorado City, Arizona (“Center”) shall be under the direction of the Chief of Police, who shall provide for the administration of this Agreement.
- b. The Communications Manager, who shall be appointed by the Town, shall be responsible to prepare and maintain guidelines and policies that satisfy all applicable ordinances, regulations, laws and other requirements of City, the State of Utah, Town, and the State of Arizona.
- c. The Communications Manager shall be responsible for maintaining necessary personnel

certification and center certifications so that the Center is recognized both in the State of Utah and the State of Arizona as a Public Safety Answering Point (“PSAP”).

- d. The Communications Manager shall coordinate with City and Town Managers and Councils regarding department practices and activities undertaken pursuant to this Agreement; however, the final decisions will be made by the Chief of Police.
- e. City may offer to provide such additional personnel, furniture, fixtures and equipment as its Council deems appropriate; provided, however, that as a condition precedent to any City personnel providing the Town assistance in connection with the responsibilities of the Town pursuant to Section 3.a, the managers of the City and the Town must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Town and City personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

3. RESPONSIBILITIES

a. The Town Shall:

- i. Provide dispatch services to the City in the same manner as such services are provided to the Town. The Town shall have sole and complete authority and control over the dispatch operation.
- ii. Provide emergency dispatching services to the City twenty-four hours a day and seven days a week to the extent all data, GIS, or other information has been provided or entered into the system.
- iii. Provide dispatching utilizing computer-aided dispatching, which includes but is not limited to: 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; and other fire service benchmark times as available.
- iv. Provide, if requested, summary listings to the City of call data by month, quarter or year as generated by the system.
- v. Record City radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines. Town will maintain all recordings pursuant to the retention schedules as established by the Arizona State Library, Archives and Public Records. The Town will provide copies of the recordings upon request to the City. Any costs associated with additional equipment or services required to record any additional radio frequencies will be the responsibility of the requesting City.
- vi. Maintain control of all hiring, supervision, and discipline of communications personnel. All center employees, including the Communications Manager, shall

- be employees of the Town only.
- vii. Maintain control of all connectivity to the Town system including, but not limited to, security policies, hardware, and software.
- viii. At regular intervals, provide the City with exception lists of information that needs to be verified by City personnel. When notified of the verified and/or corrected information, the Town will make the needed changes to the GIS system in an appropriate timeframe.

b. The City Shall:

- i. Comply with the radio, computer, electronic or other technical specifications required to support this Agreement.
- ii. Provide all GIS data needed for dispatching. City will provide a single point of contact to facilitate this Agreement and make someone available on-site at the Town when needed to design and maintain City's GIS information.
- iii. Provide a single point of contact and on-site person to add and update run cards.
- iv. Conform to the existing Town naming conventions for GIS information.
- v. Comply with existing Town procedures and policies regarding dispatching

4. FINANCING AND BUDGET

- a. City agrees to compensate Town for its costs in providing the service pursuant to this Agreement according to the following:

City will initially pay the Town Three Hundred Eighty-eight dollars (388.00) per month which will include (number of calls) additional calls will be billed at a rate of \$74.00 dollars per call. The City will also pay the Town a rate of \$45.00 per hour for any additionally requested services.

Commented [VB2]: Please review and let me know your thoughts on this.

The formula for developing the monthly rate shall be the total dispatch budget for the fiscal year divided by the number of calls for the prior calendar year to arrive at a cost per call. The cost per call will be multiplied by the number of calls in City to determine the annual base rate. The base rate will be divided by 12 to determine the monthly base rate. The rate for additional services will be determined annually.

Commented [VB3]: If the base includes a set number of calls will that vary by year.

Compensation shall be invoiced by Towns accounting department and paid by City on a quarterly basis and reviewed for adjustment as part of the budgeting process for each fiscal year that the Agreement is in force.

- b. Payments made by City to Town pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. SS 10-5-101 et seq. or SS 10-6-101 et seq. (1953, as amended) as applicable. Town shall establish and maintain a budget for dispatch services and shall provide a copy of said budget to City upon completion in accordance with the fiscal procedures of Town carried out pursuant to Arizona law. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement.
- c. As per A.R.S. § 23-1022, any employee working within the jurisdictional boundary of the other Party, pursuant to this IGA, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of the Parties as directed by the Communications Manager. Each Party shall provide the notice required by A.R.S. § 23-1022.E.
- d. As per Utah Code Ann. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the Utah Code) while performing functions under this Agreement, whether within the territorial limits of the City or the territorial limits of the Town. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing funding under this Agreement.

5. PARTIES TO RETAIN SEPARATE IDENTITIES

- a. Notwithstanding the provisions of this Agreement, each Party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated dispatch operations are intended.

6. MUTUAL INDEMNIFICATION

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or

claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.

- b. The Parties shall give to each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

7. IMMUNITY

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), or under Arizona Revised Statutes Title 12, Chapter 7, Article 2, or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the Center employee’s own jurisdiction, each Center employee shall possess the same immunities and privileges as if the duties were performed within the Center employee’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

8. OBLIGATIONS

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

9. FILING

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

10. INSURANCE

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between Parties.

11. SEVERABILITY AND CONFLICTS OF INTEREST

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this agreement shall be construed to be a waiver of any such right or as impairing any such right.
- c. This Agreement may be canceled pursuant to A.R.S. § 38 - 511 in the event of a conflict of interest as described therein.

12. AMENDMENTS AND INTEGRATION.

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.
- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both Parties.

13. GENERAL TERMS

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.
- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this agreement.

DATED this _____ day of _____, 2022.

Howard Ream, Mayor
Town of Colorado City

ATTEST:

Shirley Zitting, Town Clerk

APPROVED AS TO FORM AND SUBSTANCE:

Mangum, Wall, Stoops & Warden
Colorado City Attorney

Michael L. Farrar, Mayor
Town of Apple Valley

ATTEST:

Jenna Vizcardo, City Recorder

Shaun Guzman
Town of Apple Valley Attorney

DRAFT