

INTER-GOVERNMENTAL AGREEMENT

Between

CITY OF DOUGLAS

AND

SOUTHEASTERN ARIZONA COMMUNICATIONS (SEACOM)

This Agreement is made and entered into this _____ day of _____, 2023, by and between the Southeastern Arizona Communications, a _____, hereinafter referred to as the “SEACOM”, and the City of Douglas, a municipal corporation of the State of Arizona, hereinafter referred to as “City” through the Douglas Police Department (DPD).__

WHEREAS, Based on the current staffing challenges confronting the 911 communications centers throughout the nation, which includes the Cochise County region, steps must be taken to codify an IGA between entities to assist each other in the event either entity is unable to satisfy their service requirements. In recognition of this challenge, this IGA is developed between SEACOM and DPD as the two principal Primary Service Answering Points (PSAPS) in the county.

WHEREAS, SEACOM and DPD mutually agree to provide dispatching services for each other during an event(s) that prevents either entity to conduct normal operations. These dispatching services will be provided for a specified period defined either by specific hours and/or 24/7 operations. This Agreement does not supersede Cochise County’s 911 Service Plan, which outlines overflow call routing and/or center closure with advance notice.

THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the Parties agree as follows:

I. Purpose

- A. This document outlines the agreement between DPD and SEACOM should either the DPD Communication’s or SEACOM’s operations become unable to answer the call demand for a period not exceeding 15 calendar days for reasons including localized emergencies, building or mechanical issues or staffing. If either entity is unable to return to normal operations prior to the end of the 15-calendar day term, a negotiation for a second term will be completed between their respective authorized representatives. Any

subsequent terms exceeding the original 15 calendar day period may require reimbursement and/or compensation, at an agreed-upon rate.

B. Extent of Agreement

A. Upon implementation of this Agreement:

1. The Cochise County 911 System Administrator will contact AT&T and the AZ State 911 Program Office. The AZ State 911 Program Office will have a copy of this IGA and be notified upon activation of the backup center for situational awareness.
2. SEACOM's System Security Officer (SSO) will contact the Arizona Department of Public Safety Access Integrity. Arizona Department of Public Safety Access Integrity is notified as hits for warrants and other requests that would come in would need to be routed thru the Douglas PSAP instead of SEACOM.
 - a. A record holder agreement shall be signed by authorized representatives for each agency and filed with the Arizona Department of Public Safety by SEACOM's System Security Officer. The record holder agreements will authorize Douglas PD or SEACOM to perform queries for authorized DPD, or SEACOM users and entry/maintenance for Arizona Criminal Justice Information System (ACJIS) items (warrants, stolen vehicles, missing persons, stolen articles, stolen license plates, OOP/INJ, NICB entries, hit confirmation requests/responses, etc.).
3. SEACOM's Spillman Application Administrator (SAA) will make any necessary adjustments to the system to accommodate any ACJIS queries/entry/maintenance performed by either entity's staff.
4. Cochise County IT Motorola Radio Administrator will make any necessary adjustments to existing radio equipment/consoles allowing for radio communications.
5. DPD and SEACOM staff will verify the process to forward administrative calls to their phone provider. Upon activation of the make busy switch, Lumen notification 911 calls will be routed to the appropriate entity.

B. Under the terms of this Agreement, SEACOM will designate one dispatch console for the purpose of conducting DPD day-to-day communications operations. The console may be used to monitor and/or conduct dispatching services for SEACOM subscribers in addition

to DPD services. DPD will provide dispatch services to SEACOM using the existing “backup” console.

- C. SEACOM or DPD PSD(s) will assume dispatching functions during the specified period(s), whether a planned testing event, an unplanned incident such as an outage or evacuation of the involved center.
- D. In the event DPD is asked to dispatch for SEACOM, the use of the Priority Dispatch Protocols will be suspended under the emergency rule.
- E. In the event SEACOM is asked to dispatch for DPD, the radio frequency used will be shared at that time. If DPD is asked to dispatch for SEACOM, the radio frequencies used will be shared at that time. SEACOM and DPD will use reasonable efforts to ensure that both entities have the requisite capabilities to comply with this Agreement.
- F. Both SEACOM and DPD are Spillman users and can input calls for service.
- G. In the event DPD transfers dispatch responsibilities to SEACOM, both ECM₂ and Bryx will still be functional as they are interfaced with Spillman out of SEACOM Center.
- H. Upon selection of a termination date:
 - 1. The Cochise County 911 System Administrator will be provided with the termination date.
 - 2. SEACOM’s SSO will be provided with the termination date.
 - 3. SEACOM’s SAA will be provided with the termination date.
 - 4. Cochise County IT Motorola Radio Administrator will be provided with the termination date.

II. Term of this Agreement

A. OPTION TO EXTEND TERMS

The term of this Agreement shall begin on January 1, 2024 and shall continue through December 31, 2024. This Agreement shall automatically renew for additional successive one (1) year terms unless a party provides notice at least thirty (30) days in advance.

- B. This Agreement will be implemented in the event of a catastrophic event preventing normal communications operations at either entity.

- C. This Agreement shall only be amended in writing and executed by authorized representatives for City and SEACOM.
- D. This Agreement may be terminated upon thirty (30) days advance written notice to the other party.
- E. This Agreement shall automatically terminate if DPD and/or SEACOM ceases to function as a PSAP within the Cochise County 9-1-1 System.

III. General Provisions

A. NO SEPARATE LEGAL ENTITY

No separate legal entity is created by this Agreement.

B. OBLIGATIONS IMPOSED BY LAW

Nothing in this Agreement shall relieve either government entity of any obligation or responsibility imposed by law.

C. CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511 for conflict of interest.

D. NOTICES

Unless otherwise specified herein, any notice or communication required or permitted under this Agreement shall be in writing and sent to the address given below for the Party to be notified.

For Douglas Police Department:

For SEACOM:

Douglas Police Department
300 E. 14th St
Douglas, AZ 85607

SEACOM
1728 Paseo San Luis
Sierra Vista, AZ 85635

E. ASSIGNMENT

Neither Party shall assign the rights nor duties under this Agreement to a third party without the written consent of the other party. Any such assignment in violation of this Agreement will be grounds for termination of the Agreement.

F. NON-DISCRIMINATION

To the extent applicable, the Parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5, which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

G. RIGHTS OF THE PARTIES

The provisions of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

H. SEVERABILITY

The provisions of this Agreement are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision, or application.

I. JURISDICTION AND APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Arizona. The jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

J. INDEMNIFICATION

Each Party (each, an "Indemnitor") agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other Party (each, an "Indemnitee") for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings)

to which any Indemnitee may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Indemnitor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.


IN WITNESS WHEREOF, two identical counterparts of this AGREEMENT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the date and year first above written.

City of Douglas Mayor

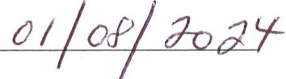
Date

City of Douglas City Clerk


Date



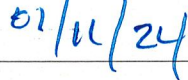
SEACOM Board Chair, Mark Dannels



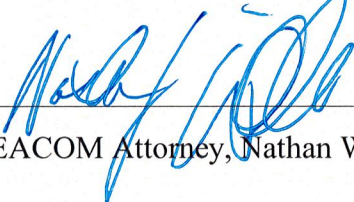
Date



SEACOM Representative Jill Adams



Date



SEACOM Attorney, Nathan Williams



Date