

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2024, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and Town of Jerome Fire Department, an Arizona municipal corporation ("Subscriber"). Cottonwood and Subscriber are the only parties to this Agreement; they are each a "party," and together they are the "parties."

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third-party beneficiary status as to any other person, interest, or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated as though fully set forth below, and of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. During the Term of this Agreement, Cottonwood shall use its best professional efforts to:
 - A. Dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect;
 - B. Perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber;
 - C. Be responsible for the installation and maintenance of the systems and equipment located at its dispatch center, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property of any additional equipment that may be necessary to carry out the purposes of this Agreement, which equipment shall remain the property of Subscriber, and which Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install necessary communications equipment on Subscriber property and Cottonwood shall be responsible for maintaining, repairing and/or replacing such equipment as necessary;
 - D. Provide a line level interface located at Cottonwood Dispatch Center for interconnection to Subscriber's equipment. This interface will provide the following industry standard formats, 4-Wire

E&M, 4-Wire tone control, and 2-Wire tone control. Cottonwood will provide two radio console interfaces (one "working" channel, one "tactical" channel) per Subscriber. Cottonwood may approve and provide additional interfaces to a Subscriber for an additional negotiated charge. Each interface will be recorded by Cottonwood Dispatch Center. Any subscriber requested items that require additional capacity upgrades to existing Cottonwood equipment shall be charged to Subscriber but said upgrades shall become property of Cottonwood;

E. Use its best professional efforts to maintain radio contact with, and monitor the operational status of, responding personnel and units (including those of Subscriber as well as any automatic or mutual aid responding units) through the duration of all responses;

F. Monitor and document all Subscriber units and related units on an incident for the creation of an Incident Report. This report will include information on the call, unit status and times, and any pertinent emergency medical dispatching information;

G. Monitor and record all Subscriber radio transmissions generated on Subscriber's main dispatch channel and all telephonic transmissions on emergency lines represented in the dispatch center. All recordings shall be maintained for the minimum timeframe established by law, or for such longer period as may be agreed to by the parties;

H. Provide copies of Subscriber's incident reports generated through Cottonwood's system;

I. Provide basic GIS services limited to updating CAD with Subscriber provided GIS information necessary to facilitate dispatching Subscriber's units. Additional GIS services may be provided at additional charge as agreed upon by the parties;

J. Provide copies or any and all available recordings of radio channels and phone lines as may be requested by Subscriber;

K. Provide or assist Subscriber in creating custom reports within Cottonwood's capabilities and as agreed upon by the parties; and

L. Maintain a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at its facility, and shall publish and advertise the same.

III. Indemnification. To the fullest extent allowed by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnatee") for, from, and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "claims") arising out of the performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive the termination of this agreement.

IV. Insurance. Cottonwood and Subscriber shall each provide and maintain liability insurance coverage of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. Each said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a

form satisfactory to the other party. Such policies shall provide for thirty (30) days written notice to the other party prior to cancellation.

V. Fees. In exchange for the services described herein, Subscriber shall pay Cottonwood an annual fee of \$7,784.00, commencing on, July 1st, 2024, with one-twelfth of such fee being due and payable monthly, on or before the 5th of the month. This fee shall increase by a fixed five percent (5%) annually, unless otherwise agreed to by the parties.

VI. Term. This Agreement shall become effective on July 1, 2024 (the commencement date") and shall continue in effect until June 30, 2025. No later than 90 days before the termination date, the parties shall meet to discuss the terms of any future extension of this Agreement.

VII. Either party may cancel this Agreement pursuant to the provisions of A.R.S. §38-511, which are hereby incorporated into this Agreement as if fully set forth herein. In addition, Subscriber may cancel its participation in this Agreement at any time by providing Cottonwood with at least 180 days prior written notice.

VIII. Subscriber is responsible for maintenance and system improvements to its own equipment. If Cottonwood utilizes improved technology, Subscriber will upgrade its equipment to the same level of technology as soon as reasonably practicable under the circumstances.

IX. The parties acknowledge that this Agreement is not intended for the benefit of any third party, and shall not be construed as a third-party beneficiary contract.

X. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of operating costs through the date of termination.

XI. The Parties warrant that they comply with all 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 be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of 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; or the Genetic Information Nondiscrimination Act of 2008.

XII. Legal Arizona Workers Act Compliance: Both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

XIII. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

XIV. Any provisions of this Agreement which require the City to expend funds shall be effective when funds are appropriated for this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement, and shall keep the Subscriber fully informed as to the availability of funds for this Agreement. Any obligation of the City under this Agreement is a current expense and payable exclusively from annual appropriations and not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to fund City obligations set forth in this Agreement, this Agreement shall terminate at the end of the then-current fiscal year, and the City and the Subscriber shall be relieved of any subsequent obligation under this Agreement.

XV. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. This Agreement does not give either party the authority to supervise or control the actual work of the other party, its employees, or its subcontractors. Each party shall determine the time of its performance of the services provided under this Agreement so long as it satisfies its obligations under this Agreement. The parties do not intend to nor will they combine business operations under this Agreement.

XVI. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

XVII. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

XVIII. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

TOWN OF JEROME FIRE DEPARTMENT:

By: _____
Tim Elinski, Mayor

By: _____
Christina Barber, Mayor

ATTEST:

ATTEST:

By: _____
Tami Mayes, City Clerk

By: _____
Brett Klein, Town Manager/Town Clerk

APPROVED AS TO FORM:

John A. Gaylord, City Attorney

_____, Town Attorney