

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**AGREEMENT
FOR DISPATCH SERVICES**

between

**City of Flagstaff
and
High Country Fire-Rescue**

This agreement for dispatch services ("Agreement") is entered into this __ of ____, 2012, between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and High Country Fire-Rescue ("HCFR"), a non-profit corporation, with a domestic address of PO Box 418, 6593 High Country Lane, Williams AZ 86046.

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. HCFR, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the High Country Fire-Rescue district. The City agrees to provide such services to HCFR, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on January 1, 2013 at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2017 at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to HCFR, twenty-

four (24) hours a day, seven (7) days a week as follows:

2.1 The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to HCFR include: 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.

2.2 If requested by HCFR, the FPD will provide summary listings to HCFR of call data by month, quarter or year as generated by the CAD system.

2.3 The FPD will record all HCFR radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to HCFR in a timely manner on standard compact disc.

2.4 The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality

2.5 All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. High Country Fire-Rescue Obligations

3.1 HCFR agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, HCFR agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2 HCFR agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for HCFR, if agreed upon by both parties, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for HCFR.

3.3 HCFR agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fees and costs associated with the City's provision of dispatch services to HCFR will be based upon HCFR's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1 A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Termination

4.1 Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2 In the event of termination of this Agreement by HCFR, or by the City under Section 4.3, HCFR shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to HCFR.

4.3 The City shall also have the right to terminate this Agreement upon written notice to HCFR in the event HCFR fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1 The City, the FPD and their officials, employees and agents, shall not be liable for damages to HCFR or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of HCFR to submit correct and complete data to the FPD or the failure of HCFR to provide or maintain equipment as set forth in Section 3.1.

5.2 The City, the FPD and their agents, officials and employees, shall not be liable to HCFR for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the City, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of the City.

5.3 HCFR agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of HCFR, their employees, agents or contractors under this Agreement, including, but not limited to, HCFR's failure to submit correct and complete data to the FPD or the failure of HCFR to provide and maintain equipment as set forth in Section 3.1. HCFR's obligations under this indemnity provision shall survive any termination of this Agreement.

5.4 Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend HCFR, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as

a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6. Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

6.2 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given:

If to City:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to High Country Fire-Rescue:

Mary Kasel
High Country Fire-Rescue
9663 North Stagecoach Drive
Williams, Arizona 86046

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

8. General Provisions

8.1 Maintenance. Maintenance of the FPD dispatch center and all on-premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.

8.2 Status of Employees. Employees of the respective parties shall not be considered employees or agents of the other, and the City and HCFR agree that they shall retain sole responsibility and authority over their respective employees.

8.3 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.4 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.

8.5 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Parties or any subconsultant who works on this Agreement to ensure compliance with this warranty.

8.6.1 A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants to ensure compliance with this warranty.

8.6.2 A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

8.6.3 The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract. As used, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include

construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.7 Prohibition of Doing Business with Sudan and Iran. Pursuant to A.R.S. §§35-391.06 and 35-393-06, each Party hereby certifies to the other Parties that the certifying Party does not have "scrutinized" business operations, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran. The Parties acknowledge that, in the event either of the certifications to a Party by the other Parties contained in this paragraph is determined to be false, this Agreement may be terminated and the terminating Parties may exercise other remedies as provided by law, in accordance with A.R.S. §§35-391.06 and 35-393-06.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff

High Country Fire-Rescue

Gerald W. Nabours, Mayor

Mary Kasel, Statutory Agent

Attest:

Attest:

City Clerk

Approved as to form:

City Attorney
