

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GOODYEAR
FOR THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM**

AGREEMENT NO. _____

This Intergovernmental Agreement ("IGA") is entered into this ____ day of _____, 2019, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Goodyear, for and on behalf of the Goodyear Fire Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement. All entities that enter into an agreement with the Phoenix Fire Department for dispatch services, as listed herein in Exhibit A, will form the "Phoenix Fire Department Regional Dispatch System".

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency's community and all of the Agency's personnel; and,

WHEREAS, the Agency desires to participate in the Phoenix Fire Department Regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No. _____ dated _____ authorized the City to enter into an agreement with the City of Goodyear for participation in the Phoenix Fire Department Regional Dispatch System.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

1. This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of fire department resources throughout the region.
2. The purpose of this Agreement is to define the dispatch service and support that will be provided by the Phoenix Fire Department ("PFD") to the Agency. The Phoenix Fire Department Regional Dispatch Center ("PFDRDC") utilizes a Computer Aided Dispatch ("CAD") and Global Positioning System to process and dispatch requests for assistance to fire, medical and other non-police emergencies. The PFDRDC is a secondary Public Safety Answering Point ("PSAP") for the metropolitan Phoenix region that can receive information from multiple primary PSAP locations within the region.
3. Agencies choosing to be dispatched by the PFDRDC and have likewise chosen to participate in the separately agreed to Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement, will comprise the Central Arizona Life Safety Council (CASLSC).
4. The objective of CALSC is to provide the most effective and efficient use of all participant's fire department resources within the Phoenix Metropolitan region. This objective is met by the automatic dispatch of the closest, most appropriate resources meeting the needs of requested emergency responses, regardless of jurisdictional boundaries of those jurisdictions that choose to participate in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement.
5. Agencies choosing to be dispatched by the PFDRDC and are not a member of the CASLSC will be viewed as a mutual aid jurisdiction and dispatched accordingly.

ARTICLE II. STATEMENT OF SERVICES

1. Dispatch Services:

- 1.1 The City agrees to provide dispatching services for Agency's fire department apparatus, and vehicles for emergency responses within that Agency's jurisdiction.

- 1.2 Any request by the Agency for the support of a planned event or other activities that will require additional personnel or resources beyond the standard service provided by the City will be evaluated for the impact to the system. If, after evaluation, it is determined that the request will have a negative impact on standard operations and will require additional personnel or materials to adequately support the request, the requesting Agency will be responsible for all costs. A thirty (30) day notice is required for any request for support of a planned event.
- 1.3 Pursuant to this Agreement and as a condition of participation, Agency is required to participate in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement, or participate in a Mutual Aid Agreement with neighboring jurisdictions, and agrees to comply with all requirements of those respective agreements.
- 1.4 Pursuant to this Agreement and as a condition of participation, Agency agrees to conform to the Phoenix Regional Standard Operating Procedures also known as Volume II made available as described in Exhibit B.

2. Technical Services:

- 2.1 The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals ("MCTs"), a station alerting package and direct network connections over dedicated circuits among each Agencies' fire stations and the PFDRDC. To facilitate dispatch, and as a condition of participation, Agency is required to provide for all needed infrastructure compatible with the System. Any agency currently receiving dispatch services will be required to provide direct network connection.
 - 2.1.1 Acceptable forms of direct network connections include: dedicated leased-line, microwave, metro-optical Ethernet.
 - 2.1.2 Non-acceptable forms of direct network connections include: wireless connections, such as LTE, cable modem, DSL, satellite, and/or dial up telephone.
 - 2.1.3 Agencies currently receiving dispatch services on a non-acceptable form of a direct network connection will have 12-months to remedy the situation with an acceptable direct network connection.
- 2.2 Upon entering into an agreement the City will provide a technical assessment of Agency's initial equipment needs. After the assessment, Agency will be provided a written requirements document and will further be responsible to provide all equipment assessed as needed for all of Agency's stations, apparatus and vehicles to facilitate dispatching. If the Agency, for any reason, cannot provide

for all the initial and ongoing needed equipment as required by the City, the Agency cannot participate in this Agreement.

Further, if any future expansion or alteration to existing services are requested, a written request must be submitted to Phoenix Fire Department Technical Services. After receipt of request, the City will perform an assessment to determine equipment requirements. After the assessment is complete, Agency will be provided a written requirements document, Agency must provide all equipment assessed before any services will be provided.

- 2.3** The City will assist the Agency with coordination and installation of initial and any future equipment needs for Agency's fire stations, apparatus or vehicles. Installation services will be billed on a Time and Materials cost structure. All new additions to Agency's initial base equipment inventory will require a 180-day written notice prior to equipment being placed in service. Additionally, outside vendors approved by the Phoenix Fire Technical Services Section may be utilized by either Phoenix or the Agency. All equipment provided by an outside vendor must meet the Phoenix Fire Departments Technical Services specifications.
- 2.4** Beginning January 1, 2020 all initial and subsequent purchases of equipment will be the responsibility of the Agency.
- 2.5** Agency shall not, without the prior written consent of the City and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the System, or make such items available to others in whole, or in part.
- 2.6** Agency agrees that the requirements of this Section **will** be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 2.7** The obligations of Agency under this Section will survive the termination of this Agreement.
- 2.8** Other communications equipment, including, but not limited to, apparatus radios, portable radios and system infrastructure, which may be necessary for Agency's deployed apparatus to function within the System, but not defined within this Agreement and not necessarily needed by the City to conduct dispatch, are the sole responsibility of the Agency. Purchase and maintenance of such equipment to ensure interoperable communications consistent with Standard Operating Procedure Phoenix Fire Department Volume 2 are required of the Agency.

3. Other Items:

- 3.1** If Agency intends to expand its original geographical and/or jurisdictional boundaries, that will require a change in service, that Agency is required to provide a 180-day written notice to allow for programing changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described in Section 2–Technical Services. It is further understood by the Agency that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees as determined by the City.

- 3.2** The City agrees to install and maintain the Agency's geographical databases, necessary for processing dispatches. Agency is responsible to provide any geographical database information, including updates to the Phoenix Fire Department's Technical Services section, within one-hundred eighty (180) days of receipt.
- 3.3** Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by the City through improper repair, or otherwise, shall be repaired/replaced at no cost to the Agency.
- 3.4** Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by the Agency through improper repair, or otherwise, shall be repaired/replaced at no cost to the City.
- 3.5** The Agency will be responsible for any lost, stolen, or damaged equipment to City of Phoenix owned equipment installed on a temporary or permanent basis at the Agency's facilities.
- 3.6** The City will provide management information reports to the Agency that are consistent with Phoenix Fire Department reporting.
- 3.7** CAD Agencies will receive the following PCMSS licenses:
- 3.7.1** one (1) free PCMSS license for each fire station
 - 3.7.2** one (1) free PCMSS license for each battalion office
 - 3.7.3** one (1) free administrative license

Any additional PCMSS licenses requested and installed at a CAD Agency facility will be billed \$200/license per year.

- 3.8** Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Agency as necessary.
- 3.9** In the event that this Agreement is terminated, all devices and related equipment provided by the City and not originally purchased by the Agency, shall be returned as the sole property of the City. The City will not be obligated to reimburse monies already collected under this Agreement.
- 3.10** Upon the Agency's request, the City will provide an electronic copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for Agency's emergency response unit.
- 3.11** The Parties are aware that other jurisdictions may enter into an agreement with the City and be added to the System at the sole discretion of the City.
- 3.12** During the course of this Agreement, the underlying technology supporting systems and equipment covered under this Agreement may become obsolete as a result of advances in technology ("Technology Obsolescence"). In the case of Technology Obsolescence, the evolution of a newer technology generation and the associated costs will be the subject of amendments to this Agreement.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above, regardless of the date of recordation with the Maricopa County Recorder's Office, and shall continue in force through December 31, 2027, or until terminated by formal act of the Parties.

2. Termination:

Pursuant to the provisions of A.R.S § 38-511, either party may terminate this Agreement by providing one hundred eighty days (180) written notice to the other parties Fire Chief.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the

Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.

3. Parol Evidence:

This Contract is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.

4. Confidentiality and Data Security:

- 4.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 4.2** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 4.3** In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

4.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

4.5 The obligations of Agency under this Section will survive the termination of this Agreement.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Agreement Cancellation:

All Parties acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

In addition, this Agreement may be terminated at any time by mutual written consent, or by either Party, with or without cause, upon giving one hundred and eighty-days (180) written notice to the other Party. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the Agency will be liable under the provisions of this contract for services and material rendered and accepted. All devices and related equipment provided by the City and not originally purchased by the Agency, shall be returned as the sole property of the City. The City will not be obligated to reimburse monies already collected under this Agreement.

The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Agency to carry out any term, promise, or condition of the agreement. The City will issue a written notice of default to the agency for acting or failing to act as in any of the following:

- In the opinion of the City, the Agency provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, the Agency fails to perform adequately the stipulations, conditions or services/specifications required in this agreement;
- In the opinion of the City, the Agency attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

- In the opinion of the City, the Agency fails to make progress in the performance of the requirements of the agreement and/or gives the City a positive indication that the Agency will not or cannot perform to the requirements of the agreement.

7. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

8. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

9. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

10. Entire Contract; Amendment, No Oral Modification:

This Agreement constitutes the complete agreement of the Parties. It supersedes all previous representations, understandings, and agreements, written or oral, relating to the subject matter of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both Parties.

11. Invalidity of Any Provisions:

This Agreement will remain in effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of this Agreement, which would subsequently be construed as though the invalid or unenforceable term or provision never existed. Upon discovery by either Party of invalid terms or provisions, written notice will be given to the other Party within ten (10) business days.

12. Independent Contractor Status:

The Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Agency, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

13. Workers' Compensation:

The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

14. Severability:

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

15. Non-Waiver:

Any City delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.

16. Compliance with Laws:

The Agency will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

17. Transactional Conflict of Interest:

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to Arizona Revised Statutes (A.R.S.) §38-511, the provision of which are incorporated herein and made a part hereof.

18. Compliance with Non-Discrimination Laws:

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination and affirmative action.

19. Equal Employment Opportunity and Equal Pay:

In order to do business with the City, the Agency must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

20. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

21. Immigration Requirements:

The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

22. Legal Worker Requirements:

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Agency agrees that:

22.1 Each subcontractor the Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

22.2 A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

22.3 Only through an audit with the Agency, will the City retain the legal right to inspect the papers of the Agency or subcontractor employee(s) who work(s) on this Agreement to ensure that the Agency or subcontractor is complying with the warranty.

23. Lawful Presence Requirement:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement **does not** apply to business organizations such as corporations, partnerships or limited liability companies.

24. No Israel Boycott:

By entering into this Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of the Contract to not engage in, a boycott of Israel.

25. Arbitration:

In accordance with A.R.S. § 12-1518, where applicable, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration as required by A.R.S. § 12-133.

ARTICLE V. PAYMENTS

1. Total Charges and Fees:

Agency understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay the City the following service fee structure as referenced in Exhibit C titled "Fees and Charges".

- 1.1** An Initial Technology Expenses Service Fee for all costs for all initial installation for stations, apparatus and equipment needed to provide the dispatch service.
- 1.2** An Additional Technology Expenses Service Fee for all costs for any additional (a) fire stations, (b) apparatus and (c) equipment added after initial purchase.
- 1.3** An Annual Dispatch Service Fee which will be based on the previous fiscal year's annual costs to operate the PFDRDC, this fee will be calculated as a per dispatch cost and charged to the Agency based on the Agency's previous Fiscal Year dispatch totals.
- 1.4** An annual General Maintenance Service Fee for the maintenance and support associated with parts and materials for each specific piece of equipment in the Agency's inventory. This fee will be calculated on a per unit charge. Each Agency will be charged based on the total number of units of equipment assigned to the Agency.
- 1.5** An annual Network System Fee for ongoing circuit costs, support, and maintenance of the Phoenix Fire CAD and Dispatch Network. Each customer will be charged based on the number of connections to the CAD and Dispatch Network.
- 1.6** An annual CAD System Fee that will include the following;
 - 1.6.1** CAD Modernization Service Fee to allow for the future development and implementation of an upgraded CAD operating system will be charged. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year. This fee will accrue until such time as needed for a CAD system replacement.

1.6.2 CAD Maintenance Service Fee for the ongoing support and maintenance specific to the CAD system. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year.

1.7 An annual GIS and Data Analytics fee for the ongoing maintenance of the GIS records and for data requests. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year.

1.8 A Planned Event fee will be charged on a time and materials basis for any support of events outside the standard dispatch services provided by the City. The requesting Agency will be provided a quote for services that are required to support the event. Prior to any services rendered, the requesting Agency must provide to the City an approved and signed quote for service.

2. Billing:

2.1 The City will invoice the Agency quarterly in accordance with the Schedule A contained in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on July 1, of each year.

2.2 The City will advise the Agency of the estimated total fees and charges for the coming fiscal year no later than December 1, of the previous calendar year. The Agency is responsible to verify its equipment counts and notify the City of any discrepancies in counts by December 31, of the previous calendar year. The City will provide written notice to the Agency of the finalized total fees and charges by July 1 of each year.

2.3 The Initial or Additional technology fees will be invoiced upon completion of requested project.

2.4 The Planned Event fees will be invoiced upon completion of the event.

2.5 All fees associated with the dispatch or support of private entities contracted by the Agency, i.e. private ambulance service or air ambulance service, will be the responsibility of the Agency. These fees' will be included in the Agency's annual schedule A and will be invoiced accordingly.

ARTICLE VI. INDEMNIFICATION

1. Indemnification:

To the extent permitted by law, each party shall indemnify, defend, save and hold harmless the other party and its officers, officials, agents, and employees from and against any and all claims, actions liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily or personal injury (including death), or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of each party or any of its respective owners, officers, directors, agents, employees or subcontractors.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to CITY:

Phoenix Fire Department
150 South 12th Street
Phoenix, AZ 85034

Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189
Fax: (602) 262-4429

If to Agency:

Goodyear Fire Department
14455 West Van Buren Street, Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi
Goodyear Fire Chief
Telephone: (623) 932-2300
Fax: (623) 882-7114

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Kara Kalkbrenner
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Arendall
City Manager

ATTEST:

City Clerk, Goodyear

APPROVED AS TO FORM:

City Attorney, Goodyear

EXHIBIT A
PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM AGENCIES
(2019 – 2020)

1	Arizona Fire and Medical (Sun City West Fire District, North County Fire District, Wittmann Fire District, Sun Lakes Fire District and Tonopah Fire District)
2	Avondale, City of
3	Buckeye, City of
4	Buckeye Valley Fire District
5	Chandler, City of
6	Daisy Mountain Fire District
7	El Mirage, City of
8	Glendale, City of (Luke Air Force Base)
9	Goodyear, City of (Litchfield Park)
10	Guadalupe, Town of
11	Harquahala Fire District
12	Maricopa, City of
13	Peoria, City of
14	Phoenix, City of (Laveen Fire District, Paradise Valley)
15	Scottsdale, City of
16	Sun City Fire District (Youngtown)
17	Surprise, City of
18	Tempe, City of
19	Tolleson, City of

EXHIBIT B
PHOENIX REGIONAL STANDARD OPERATING PROCEDURE

Please call (602) 256-3189, or e-mail firechief.pfd@phoenix.gov to request "Phoenix Regional Standard Operating Procedures", also known as "Volume II".

EXHIBIT C FEES AND CHARGES

EXAMPLE

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Annual Dispatch, Equipment, System, and CAD Fees
Fiscal Year 2019/2020
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
TBD

Schedule A Example

I. Dispatch Service Fee

	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
FD Dispatches	\$22.47	5,000	\$112,350.00
Private Ambulance Dispatches	\$13.64	100	\$1,364.00
Helicopter Dispatches	\$13.64	10	\$136.40
Total Dispatch Service Fees:			\$113,850.40

II. General Maintenance Service Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Ext \$</u>
Station Pack Maint. - FD	\$9,300	5	\$46,500.00
Temp Station Pack Maint. - FD	\$9,300	1	\$9,300.00
MCT/AVL Maint. - FD	\$4,100	10	\$41,000.00
Airmobile Maint. - FD	\$4,100	5	\$20,500.00
Total Specific Maintenance Service Fees:			\$117,300.00

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Ext \$</u>
Temp Station Pack Rental - FD	\$8,500	1	\$8,500.00
Network System Fee - FD	\$17,400	1	\$17,400.00
Additional PCMS licenses - FD	\$200	1	\$200.00
MCT Lite - FD	\$480	1	\$480.00
Total Network System Fees:			\$8,500.00

IV. CAD System Fees

	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
CAD Modernization Service Fee - FD	\$5.00	5,000	\$25,000.00
CAD Maintenance Service Fee - FD	\$1.00	5,000	\$5,000.00
Total CAD System Fees:			\$30,000.00

V. GIS & Data Analytics Fees

	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
GIS & Data Analytics Fee - FD	\$1.00	5,000	\$5,000.00
Total GIS & Data Analytics Fees:			\$5,000.00

Total Schedule A: \$274,650.40

The Dispatch Service, Specific Maintenance, Network System, CAD System, and GIS & Data Analytics fees for the [Name of Agency] are \$274,650.40. The City of Phoenix will invoice the Name of Jurisdiction on a quarterly basis in the amount of \$68,662.60.

Dispatch counts are calculated from the total number of dispatches occurring from July 2017 through June 2018.