

RESOLUTION NO. 2024-020

RELATING TO INTERGOVERNMENTAL AGREEMENTS; AUTHORIZING AND
APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH THE THREE POINTS FIRE DISTRICT FOR EMERGENCY
DISPATCHING SERVICES.

WHEREAS, the City of Tucson has provided emergency dispatching services to the Northwest Fire District (NWFD) and its partners (Golder Ranch Fire District (GRFD), Avra Valley Fire District (AVFD), Picture Rocks Fire District (PRFD), Three Points Fire District (TPFD), Rincon Valley Fire District (RVFD), and Mt. Lemmon Fire District (MLFD)) since 1984; and

WHEREAS, the attached IGA is a renewal of dispatch services for FY2024/2025 provided by the City of Tucson Public Safety Communications Department (PSCD); and

WHEREAS, the NWFD and its partners will share costs with the PSCD operation. Three Points Fire District will pay equal monthly installments totaling \$34,733 for FY 2024/2025 services.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE NORTHWEST FIRE DISTRICT, AS FOLLOWS:

SECTION 1. The IGA with the Three Points Fire District for emergency dispatching services, attached hereto as Exhibit A, is approved.

SECTION 2. The Board Chair is authorized and directed to execute the aforementioned IGA for and on behalf of the Northwest Fire District and the Board Clerk is authorized and directed to attest the same.

SECTION 3. The various District officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED BY THE Governing Board of the Northwest Fire District,
May 28, 2024.

BOARD CHAIR
George Carter

ATTEST:

BOARD CLERK
Peg Green

APPROVED AS TO FORM:

ATTORNEY
Thomas Benavidez

INTERGOVERNMENTAL AGREEMENT FOR DISPATCHING SERVICES

This Intergovernmental Agreement is entered into pursuant to Title 11, Chapter 7, Article 3, Arizona Revised Statutes, between the NORTHWEST FIRE DISTRICT, a duly constituted and internationally accredited fire district in Pima County, Arizona, and validly existing and in good standing under the laws of the State of Arizona, hereinafter referred to as "NWFD" and the THREE POINTS FIRE DISTRICT, a duly constituted fire district in Pima County, Arizona, and validly existing and in good standing under the laws of the State of Arizona, hereinafter referred to as "TPFD".

WITNESSETH

WHEREAS, NWFD is organized under and existing pursuant to Title 48, Arizona Revised Statutes; and

WHEREAS, TPFD is organized under and existing pursuant to Title 48, Arizona Revised Statutes; and

WHEREAS, NWFD has formed the "SAFER Consortium," which is a group of fire districts – Golder Ranch, Avra Valley, Picture Rocks, Three Points, Rincon Valley and Mt. Lemmon fire districts (the "SAFER Consortium Members") – to which NWFD provides various services, including – through its agreement with the City – dispatching services; and

WHEREAS, NWFD enters into this Agreement by authority of A.R.S. § 48-805(B)(16)(a); and

WHEREAS, NWFD has been contracting with the City for dispatching services on behalf of itself and the other SAFER Consortium Members for many years; and

WHEREAS, NWFD and TPFD desire to continue to create economies of scale through cooperation in dispatching services;

WHEREAS, NWFD and TPFD entered into an intergovernmental agreement for dispatch services dated June 10, 2008, which they have amended from time to time (the "Agreement"); and

WHEREAS, NWFD and the City of Tucson have renewed their intergovernmental agreement for dispatch services (the "City IGA"), the terms and conditions of which are incorporated herein by this reference; and

WHEREAS, in light of the renewal of City IGA, the parties wish to enter into a new agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the parties agree as follows:

SECTION 1. Purpose of Agreement.

The City will provide dispatch services for NWFD and the other SAFER Consortium Members in response to calls received at the City's Communications Center, 4004 S. Park, Building #2, Tucson, Arizona, for fire or emergency medical dispatch services (EMS) units within the boundaries of the SAFER Consortium Members.

SECTION 2. Financing.

- A. For the period July 1, 2024, through June 30, 2025, TPDFD will pay NWFD \$34,733. For each subsequent year during the term of this Agreement, this amount will increase by 2% over the prior year.
- B. TPDFD will make equal monthly payments to Northwest in the amount of 1/12 of the annual amount, due and payable on or before the fifth of each month. The first payment is due and payable no later than August 5, 2024.
- C. TPDFD will send these funds to:

Northwest Fire District Attn.: Accounts Receivable
13535 N Marana Main Street
Marana, AZ 85653

SECTION 3. Obligations of the Parties.

- A. TPDFD will supply any radios or other equipment that is required for the City to provide emergency dispatching services under this Agreement. TPDFD will retain ownership of all such communications equipment provided by TPDFD.
- B. TPDFD shall pay all line costs associated with any necessary dedicated ring-down circuits.
- C. The City will maintain an adequate dispatching center and staffing, and maintain the City's communications system.
- D. The City will dispatch all fire departments/districts using a systematic caller questioning process derived from criteria-based dispatching (CBD) protocols developed and revised in coordination with Medical Direction and the Southern Arizona Automatic Aid Regional Operations Committee for Fire, Medical, All-Hazard, and Alternative services response, which are currently in service or mutually developed for the duration of this Agreement.
- E. The City will maintain, troubleshoot and repair all data transmission cables and media equipment to and from the SAFER Consortium's point of demarcation. The City will give prior notice before any upgrade or replacement of equipment, cabling, etc. that will affect the SAFER Consortium's connectivity. In the event of an unplanned outage of City of Tucson devices and systems that impacts the SAFER Consortium's connectivity, the City will make repairs to affected equipment and contact a SAFER Consortium representative to explain what caused the outage and an estimated time to repair. The City will bear no responsibility to maintain network equipment beyond the point of demarcation into the SAFER Consortium's network.
- F. The City shall maintain all documentation and records used in the establishment of fees

charged, and such documentation and records shall be available for inspection by NWFD and TPFDD.

SECTION 4. Budget.

Each party represents that it has within its respective budget sufficient funds to discharge the duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement through failure of appropriation or approval of funds, then in that event this Agreement may be terminated by such Party. In such event, termination shall be effective on the last day of the period for which funds have been appropriated or approved.

SECTION 5. Effective Date and Termination.

This Agreement shall be effective on July 1, 2024, and will continue through June 30, 2029. Either party may terminate this Agreement by giving written notice to the other not less than one year prior to the termination date set forth in the notice. In the event of such termination, TPFDD will pay for all services provided under this Agreement up to the termination date.

SECTION 6. Notices.

All notices required to be made herein shall be sent to the parties at their addresses as they appear below or to other such places as designated by the parties from time to time:

| | |
|---------------|---|
| Three Points: | Three Points Fire District Attn.: Fire Chief 10351 S Sasabe Rd Tucson, AZ 85736 |
|---------------|---|

| | |
|------------|---|
| Northwest: | Northwest Fire District Attn.: Fire Chief 13535 N Marana Main St Marana, AZ 85653 |
|------------|---|

SECTION 7. Jurisdiction.

Nothing in this Agreement is to be construed as either limiting or extending the legal jurisdiction of either party to this Agreement.

SECTION 8. Indemnification.

Pursuant to the City IGA, the City will indemnify, defend and hold harmless NWFD and the other SAFER Consortium Members and the officers, departments, employees and agents of each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages suffered or incurred by any of them as a result of any negligent or intentional wrongful act or omission of the City or its agents or employees related to the City IGA or the services provided thereunder.

TPFDD will indemnify, defend and hold harmless the City, NWFD and any other Safer Consortium Member and their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages suffered or incurred by any of them as a result of any negligent or intentional wrongful act or omission of

TPFD or its agents or employees related to this Agreement or the services provided hereunder.

NWFD will indemnify, defend and hold harmless the City, TPFD and any other SAFER Consortium Member and their officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages suffered or incurred by any of them as a result of any negligent or intentional wrongful act or omission of NWFD or its agents or employees related to this Agreement or the services provided hereunder.

This Section shall survive any termination or expiration of this Agreement.

SECTION 9. Cancellation.

Notice is hereby given, pursuant to A.R.S. § 38-511(F) that, notwithstanding any provision to the contrary, either party may cancel this Agreement pursuant to the terms of A.R.S. § 38-511(A).

SECTION 10. Equal Employment.

Each party agrees to comply with all applicable federal and state equal employment laws and its respective codes regulating equal employment. In carrying out this Agreement, the parties agree to comply with all applicable federal state and local anti- or non- discrimination laws and regulations. The provisions of A.R.S. § 41-1463, Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and Tucson City Code § 28-138 are incorporated by this reference as a part of this Agreement. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

SECTION 11. Insurance.

Each party represents that it shall maintain for the duration of this Agreement policies of public liability insurance covering all of their obligations undertaken in the implementation of this Agreement providing bodily injury limits of not less than \$1,000,000 for any one person, of not less than \$1,000,000 for any one occurrence, and property damage liability to a limit of not less than \$1,000,000. The parties may fulfill the requirements of this section by programs of self-insurance providing equivalent coverage. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth in Section 8.

SECTION 12. Counterparts.

This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original but all of which taken together shall constitute one Agreement.

SECTION 13. Immigration Compliance.

A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the parties agree that:

1. Each party and each subcontractor it uses warrants its compliance with all federal immigration

laws and regulations that relate to its employees and its compliance with § 23-214 (A).

2. A breach of warranty under paragraph 1 shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement as to the breaching party.
3. Each party retains the legal right to inspect the papers of each other or subcontractor employee(s) who work(s) on this Agreement to ensure that each party or its subcontractor is complying with the warranty under paragraph 1.

SECTION 14. Incorporation of Provisions Required by Law.

Each and every provision or clause required by law to be in the Agreement is incorporated by this reference and shall be read and enforced as included in this Agreement.

IN WITNESS THEREOF, Northwest has caused this instrument to be executed by the Chairman and Clerk of its Board; and Three Points has caused this instrument to be executed by the Chairman and Clerk of its Board.

[signatures follow]

APPROVED:

NORTHWEST FIRE DISTRICT

BY: _____
GEORGE CARTER
BOARD CHAIR

ATTEST: this 28th day of May, 2024

BY: _____
PEG GREEN
CLERK OF THE BOARD

The Intergovernmental Agreement for Dispatch Services between the Northwest Fire District and Three Points Fire District has been reviewed Pursuant to A.R.S. § 11-952 (D), by the attorney for each of the parties hereto has determined that the foregoing is in proper form and is within the powers and authority granted under the laws of this State to the party represented by that attorney.

ATTORNEY FOR NORTHWEST FIRE DISTRICT
THOMAS BENAVIDEZ