

# INTERGOVERNMENTAL AGREEMENT

between

THE CITY OF MESA AND THE TOWN OF FOUNTAIN HILLS

relating to

FIRE DISPATCH SERVICES

This Intergovernmental Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the City of Mesa (“Mesa”) and the Town of Fountain Hills (“Fountain Hills”), both Arizona municipal corporations (collectively referred to herein as “the Parties”).

## RECITALS

WHEREAS, Mesa and Fountain Hills have the power to enter intergovernmental agreements pursuant to A.R.S. § 11-951 and § 11-952. Mesa is also authorized and empowered pursuant to Article I, Section 103 of its City Charter; and

WHEREAS, Fountain Hills has requested that Mesa take over providing fire dispatch services for its community; and

WHEREAS, Mesa, through its Fire and Medical Department, operates a regional fire and emergency medical dispatch system and has the capability to provide this service to Fountain Hills; and

WHEREAS, Mesa and Fountain Hills desire to enter into an intergovernmental agreement relating to fire dispatch services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows:

### **Article 1. Term, Termination, Effective Date**

- 1.1 **Term.** The Agreement shall begin on the Effective Date and shall remain in effect until replaced or superseded by subsequent Agreement, or otherwise terminated or dissolved as provided in this Agreement.
- 1.2 **Termination on Notice.** Either Fountain Hills or Mesa may terminate this Agreement for any or no reason by providing thirty (30) days’ written notice to the non-terminating party of its intention to terminate. Such termination shall be effective upon notice.

- (a) This Agreement shall be contingent upon Fountain Hills Topaz Regional Wireless Cooperative (TRWC) acceptance of and continued membership. Should TRWC membership be denied and/or terminated then this Agreement is null and void.

1.3 Disposition of Property.

- (a) In the event of expiration, cancellation or any other termination of this Agreement, any and all equipment or other materials purchased for joint use under this Agreement and paid for by one or both of the Parties shall remain as part of Mesa's Computer Aided Dispatch ("CAD") system and no reimbursement for such CAD equipment or material shall be made.
- (b) In the event of expiration, cancellation, or any other termination of this Agreement, Mobile Dispatch Equipment (as defined herein) purchased by Fountain Hills shall belong to Fountain Hills, whether such equipment is in the possession of Mesa or the possession of Fountain Hills.

- 1.4 Disconnection Fee. In the event that Fountain Hills terminates this Agreement, or this Agreement is terminated as a result of Fountain Hills's material breach, Fountain Hills shall pay to Mesa all reasonable costs associated with Fountain Hills's disconnection including, without limitation, Mesa's reasonable administrative costs.

**Article 2. Dispatch Services**

- 2.1 Dispatch Policies, Procedures, Specifications. Mesa shall dispatch Fountain Hills fire units in accordance with the Mesa Regional Dispatch Communications (MRDC) policies, procedures and specifications, as the same may be issued and/or amended by MRDC, and in accordance with data specifications implemented on Mesa's Computer Aided Dispatch and Mobile systems ("Data Specifications"). Fountain Hills agrees to adhere to said policies, procedures and specifications. Fountain Hills also agrees to provide appropriate representation to ad hoc dispatch functional meetings scheduled by Mesa.
- 2.2 Mesa shall provide Fire Station Alerting (FSA) services to Fountain Hills, dependent on the FSA equipment, infrastructure, and connections.
- 2.3 Mesa shall provide mobile dispatch services to Fountain Hills, via the CAD's mobile system.
- 2.4 Mesa Regional Dispatch Communications Changes.
- (a) Dispatch Service Changes. If Fountain Hills desires changes to be made to Mesa dispatch services, Fountain Hills shall request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes and serviced by Mesa's dispatch system. Such changes, if consented to and approved, shall be implemented as amendments to the Mesa Regional Dispatch Communications policies and procedures. The costs

of implementing all changes shall be determined as provided in Section 4.2 of this Agreement.

- (b) CAD Systems Changes. As long as a valid software maintenance agreement exists between Mesa and its CAD vendor, any changes to the CAD system source code must be authorized and implemented by the CAD vendor. To be implemented, all changes must have the mutual consent of all government units impacted by the requested changes and serviced by Mesa's CAD system. Such changes, if duly consented to and approved, shall be implemented as amendments to the CAD data specifications set forth in a Supplemental Agreement "A" agreed to and signed by the Parties. The Supplemental Agreement "A" shall make reference to this Agreement and become a supplement to this Agreement. The costs of implementing all changes shall be determined as provided in Section 4.2(g) of this Agreement.

## 2.5 Geographical Information.

- (a) Fountain Hills shall provide Mesa with geographic information within Fountain Hills's jurisdiction, as specified under Data Elements in the Geographical Information Specifications, which shall be set forth in a Supplemental Agreement "B" agreed to and signed by the Parties. The Supplemental Agreement "B" shall make reference to this Agreement and become a supplement to this Agreement. Fountain Hills shall provide all geographic information identified as required. Fountain Hills may provide any optional layers of geographic data as defined in the Supplemental Agreement B, with Mesa's prior approval.
- (b) Fountain Hills shall periodically, to be determined by mutual agreement, provide Mesa with its current geographical information that conforms to the CAD data specifications. Mesa shall load such current geographical information onto Mesa's CAD system. Mesa disclaims all liability and Fountain Hills holds Mesa harmless from any errors in the geographical information provided by Fountain Hills. Fountain Hills shall be responsible for adhering to Mesa procedures for submission and correction of geographical information.
- (c) Mesa shall notify Fountain Hills with CAD geographical information data updates for the mobile mapping system, (installed on Fountain Hills Mobile Computer Terminals) on a periodic basis to be mutually agreed upon between Fountain Hills and Mesa.

## 2.6 Emergency 911 Databases.

- (a) Fountain Hills shall be responsible for the maintenance of all applicable Emergency 911 ("E911") databases supplied by Fountain Hills to Mesa (e.g., Master Street Address Guide ("MSAG"), and Automatic Number Identifications and Automatic Location Identification ("ANI/ALI") databases).

- (b) Fountain Hills shall ensure that Public Safety Answering Point(s) (“PSAPs”) continue to provide the ability for a one button transfer of E911 phone calls, including ANI/ALI.
- (c) Fountain Hills shall ensure that their current law enforcement provider of Maricopa County Sheriff’s Office (MCSO) shall provide all necessary ringdown lines between Mesa’s dispatch center and Fountain Hills’s PSAP(s).

2.7 Use of Dispatch Systems.

- (a) Fountain Hills shall follow radio operation guidelines and procedures as defined in Mesa’s Fire Department standard operating guidelines, as well as Mesa’s Mesa Regional Dispatch Communications procedure manual, unless other guidelines and procedures are mutually agreed upon.
- (b) Fountain Hills shall take the steps necessary to become a Member of the TOPAZ Regional Wireless Cooperative in accordance with the provisions TRWC Governance before Fountain Hills uses the TRWC two-way Land Mobile Radio systems for operational purposes.
- (c) Mesa will allow Fountain Hills access to Mesa’s Automatic Vehicle Location (“AVL”) feature in the Mobile CAD Terminals (MCT).
- (d) Mesa will allow Fountain Hills access to Mesa’s Mobile Dispatch System.
- (e) Mesa will allow Fountain Hills access to Mesa’s Fire Station Alerting System.

2.8 Requests to Expand Dispatch Services. Requests to expand or enhance the CAD system functionality, voice, AVL or mobile data communication, or to provide interconnection to future Fountain Hills fire stations or administrative sites, shall be submitted to Mesa in writing. Mesa shall determine the feasibility of the request and provide Fountain Hills with a recommendation for the expansion or enhancement. If the request is deemed acceptable, Mesa will provide an estimate of costs to provide such expansion or enhancement. Equipment, installation, and engineering costs for such expansion or enhancement shall be paid by Fountain Hills.

**Article 3. Fountain Hills Equipment**

- 3.1 Equipment to be Purchased. Mesa will provide the items necessary to effectively participate in Mesa’s Fire Dispatch Services systems, including the communication and record keeping aspects of such systems. Any additional minimum equipment requirements for such participation will be set forth in a Supplemental Agreement “C” agreed to and signed by the Parties. The Supplemental Agreement “C” shall make reference to this Agreement and become a supplement to this Agreement.
- 3.2 Mobile Dispatch Equipment, Maintenance Services. Mesa will maintain the MCT software used by Fountain Hills in the Fire Dispatch Service systems. Conditions and the rate for

providing such services shall be those as set forth in section 4.3. Fountain Hills will maintain the MCT hardware.

#### **Article 4. Costs and Fees**

4.1 Dispatch Services. Fountain Hills agrees to pay Mesa a set fee for each dispatched call. This fee shall be established by the Mesa Regional Dispatch or other applicable departments and is subject to revision on an annual basis in accordance with procedures that will be set forth in a Supplemental Agreement "D" agreed to and signed by the Parties. The Supplemental Exhibit "D" shall make reference to this Agreement and become a supplement to this Agreement.

#### 4.2 Fountain Hills Participation Costs.

- (a) Fountain Hills shall be responsible for any costs associated with the preparation of its sites and vehicles, and for the installation of required dispatch services hardware.
- (b) Fountain Hills shall acquire their MCTs and provide to Mesa for software install. Mesa shall install the Mobile CAD and related software onto Fountain Hills's MCTs. Fountain Hills agrees to pay Mesa for the costs of such installation on the MCTs.
- (c) Fountain Hills shall be responsible for the cost of installing the MCTs into their apparatus/vehicles.
- (d) Fountain Hills shall pay all costs for any necessary communication facilities between Mesa and each interconnected Fountain Hills site (fire station, administrative offices, transmitting or receiving locations) and any connecting devices required solely for Fountain Hills participation. The Parties acknowledge that any costs for services provided by a utility shall be billed to Fountain Hills by the utility providing such service and that Fountain Hills shall pay such costs directly to such utility.
- (e) Fountain Hills shall reimburse Mesa for all costs incurred solely to supply Fountain Hills with access to the Mesa Fire Dispatch Services System.
- (f) Fountain Hills shall reimburse Mesa, or Mesa's designated contractor, for all expenses required to correct any dispatch service problems that are directly attributed to the use of Fountain Hills's geographic information, which cannot be remedied by correcting and reloading Fountain Hills's geographic information.
- (g) Fountain Hills shall be responsible for all replacement costs for equipment Fountain Hills purchased to participate in Mesa's CAD system.
- (h) All analysis, design, engineering, software installations, and programming requested by Fountain Hills and agreed to by Mesa shall be performed at the hourly rate established by the Mesa Communications' or other applicable department plus mileage at IRS Standard mileage rates or at the quoted vendor rate, if the work is

not performed by Mesa personnel. If only Fountain Hills requests such services, Fountain Hills shall pay the total cost of the services. If other governmental units participating in the Mesa dispatch services request such services, the total cost shall be prorated among all the governmental units requesting the services, based on the number of dispatched calls that each governmental unit made in the previous calendar year.

- (i) Fountain Hills shall be responsible for costs for use of the TOPAZ Regional Wireless Cooperative (TRWC) two-way Land Mobile Radio systems in accordance with the separate TRWC Intergovernmental Agreement between Fountain Hills and the TRWC and the TRWC Governance.

#### 4.3 Maintenance Services for Other Equipment, Costs.

- (a) Maintenance services for software installation and troubleshooting, record terminals, mapping terminals, network devices, or network connectivity used in conjunction with this Agreement may, at Mesa's sole and absolute discretion, be performed by Mesa, when requested by Fountain Hills. Costs for this service will be billed to Fountain Hills at the hourly labor rate established by Mesa in Supplemental Agreement "D", plus mileage at IRS Standard mileage rates or at the quoted vendor rate, if the work is not performed by Mesa personnel.

#### 4.4 Update of Maintenance Service Fees. Mesa reserves the right to review the cost and fee structure, set out in Sections 4.1 through 4.3 of this Agreement on an annual basis and increase or decrease such fees based on the actual costs incurred by Mesa in performing such services. Any increase or decrease in fees shall become effective ninety (90) calendar days after notification of the increase or decrease is given to Fountain Hills. Mesa shall notify Fountain Hills of any increase or decrease in fees by no later than April 1 of the calendar year to allow Fountain Hills to include such increase or decrease in Fountain Hills's next annual budget.

### **Article 5. Miscellaneous**

#### 5.1 Funding. Each Party to this Agreement shall have the separate and independent responsibility of budgeting for and funding its obligations under this Agreement.

#### 5.2 Responsibility and Indemnification.

- (a) To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its elected and appointed officials, officers, employees, agents, volunteers, successors, and assigns ("Indemnified Group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "Claims") including but not



FOUNTAIN HILLS: Rachael Goodwin, Interim Town Manager  
16705 E. Avenue of the Fountains  
Fountain Hills, Az. 85268

FOUNTAIN HILLS: Aaron D. Arnson, Town Attorney  
16705 E. Avenue of the Fountains  
Fountain Hills, Az. 85268

- 5.4 Governing Law. This Agreement shall be governed by the laws of the State of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- 5.5 Divisibility of Contract. If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 5.6 Non-Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. The Parties agree that no waiver of any default or breach of any of the terms or conditions of this Agreement shall be construed to be a waiver of any succeeding breach or default.
- 5.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and shall not be changed or added to except in writing signed by both Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, pertaining to the subject matter hereof are hereby superseded and merged herein.
- 5.8 No Joint Venture, No Agency.
- (a) Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the Parties.
  - (b) Each Party shall at all times be an independent operator and shall not at any time purport to act as an agent of the other Party, or any of its officers or agents.
- 5.9 No Third Party Beneficiary. No term or provision of this Agreement is intended to nor shall be for the benefit of any person not a Party to this Agreement, and no such other person shall have any right or cause of action hereunder.
- 5.10 No Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the other Party, made in that Party's sole discretion. Any assignment made without such consent shall be void.
- 5.11 Non-Discrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment



opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and affirmative action.

- 5.12 MESA DISCLAIMER OF WARRANTIES. FOUNTAIN HILLS ACKNOWLEDGES AND AGREES THAT MESA DOES NOT REPRESENT OR WARRANT THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR EQUIPMENT MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS WILL OPERATE ERROR FREE, FREE OF ANY SECURITY DEFECTS OR IN UNINTERRUPTED MATTER; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR SERVICE PROVIDED WILL PREVENT ANY LOSS BY FIRE, HOLDUP, OR OTHERWISE; OR THAT MESA'S FIRE DISPATCH SERVICES SYSTEMS OR EQUIPMENT OR SERVICES PROVIDED WILL IN ALL CASES PROVIDE THE COMMUNICATIONS FOR WHICH THEY ARE INTENDED. FOUNTAIN HILLS DISCLAIMS ALL WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, APPLICABLE OR RELATING TO THE EQUIPMENT, SUPPLIES, MAINTENANCE OF THE EQUIPMENT, OR OTHER ITEMS PROVIDED UNDER THE AGREEMENT BY MESA, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL EQUIPMENT AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ON AN "AS-IS" BASIS WITH ALL FAULTS. FOUNTAIN HILLS FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF.
- 5.13 Conflicts of Interest. All Parties hereto acknowledge that this Agreement is subject to cancellation by either Party, without penalty, pursuant to the provisions of A.R.S. § 38-511.
- 5.14 Miscellaneous.
- (a) Notice is provided of §§ 12-1518 and 12-133, Arizona Revised Statutes.
  - (b) An executed copy of this Agreement shall be filed with the Office of the Secretary of State, Mesa City Clerk, and the Clerk of Fountain Hills.
  - (c) Attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective Parties to enter into this Agreement. Furthermore, any individual executing this Agreement on behalf of or as representative for the Parties to this Agreement, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

TOWN OF FOUNTAIN HILLS

By *Rachael Goodwin*  
Rachael Goodwin (Sep 20, 2023 12:56 PDT)  
Rachel Goodwin,  
Interim Town Manager

ATTEST:

*Linda Mendenhall*  
\_\_\_\_\_  
Linda Mendenhall,  
Town Clerk

APPROVED AS TO FORM:

*Aaron Arnson*  
\_\_\_\_\_  
Aaron D. Arnson,  
Town Attorney

**SUPPLEMENTAL AGREEMENT "A"**

**CAD SPECIFICATIONS**

1. Record Number format
2. Other

Name/Title	Signature	Approval Date

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "A", which shall be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

TOWN OF FOUNTAIN HILLS

By Rachael Goodwin  
Rachael Goodwin (Sep 20, 2023 12:56 PDT)  
Rachael Goodwin, Interim Town Manager

ATTEST:

Linda Mendenhall  
Linda Mendenhall, Town Clerk

APPROVED AS TO FORM:

Aaron Arnson  
Arron D. Arnson, Town Attorney

**SUPPLEMENTAL AGREEMENT "B"**

**GIS SPECIFICATIONS**

1. Required data
2. Format
3. Submission Deadlines
4. Other

Name/Title	Signature	Approval Date

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "B", which shall be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

TOWN OF FOUNTAIN HILLS

By Rachael Goodwin  
Rachael Goodwin (Sep 28, 2023 12:56 PDF)  
Rachael Goodwin, Interim Town Manager

ATTEST:

*Linda Mendenhall*  
\_\_\_\_\_  
Linda Mendenhall, Town Clerk

APPROVED AS TO FORM:

*Aaron Arnson*  
\_\_\_\_\_  
Aaron D. Arnson, Town Attorney

**SUPPLEMENTAL AGREEMENT "C"**

**MINIMUM EQUIPMENT REQUIREMENTS**

1. MCT spec
2. Fire Station Alerting
3. Other

<b>Name/Title</b>	<b>Signature</b>	<b>Approval Date</b>

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "C", which shall be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

TOWN OF FOUNTAIN HILLS

By Rachael Goodwin  
Rachael Goodwin (Sep 20, 2023 12:56 PDT)  
Rachael Goodwin, Interim Town Manager

ATTEST:

Linda Mendenhall  
Linda Mendenhall, Town Clerk

APPROVED AS TO FORM:

Aaron Arnson  
Aaron D. Arnson, Town Attorney



**SUPPLEMENTAL AGREEMENT “D”**

**COST SCHEDULE**

1. **Dispatch Services** – A **Dispatch Fee** of \$31.91 and a **CAD Modernization Fee** of \$5.00 (as of 4/25/2023) shall be charged per call for service.
  - a. A fee will be generated for every call for service that is located within the FOUNTAIN HILLS jurisdictional boundary.
  - b. This cost is subject to annual review and adjustment.
    - An **MCT Fee** of \$3657.92 shall be charged per unit (Billed quarterly - # of MCT units x yearly fee of \$3,657.92 divided by 4 = total cost to be billed that calendar quarter.)
  
2. **Mesa Hourly Rate** - \$TBD/hour (applies to Mesa services in sections 4.2 and 4.3)
  - a. This cost is subject to annual review and adjustment.

Name/Title	Signature	Approval Date

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement "D", which shall be incorporated by reference into the Intergovernmental Agreement relating to Fire Dispatch Services executed by the Parties and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023, to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF MESA

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

TOWN OF FOUNTAIN HILLS

By Rachael Goodwin  
Rachael Goodwin (Sep 20, 2023 12:56 PDT)  
Rachael Goodwin, Interim Town Manager

ATTEST:

Linda Mendenhall  
Linda Mendenhall, Town Clerk

APPROVED AS TO FORM:

Aaron Arnson  
Aaron D. Arnson, Town Attorney