

INTERGOVERNMENTAL AGREEMENT FOR THE MESA POLICE DEPARTMENT REGIONAL DISPATCH SYSTEM

Contract # _____

This Intergovernmental Agreement ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the City of Mesa ("Mesa") and the Town of Queen Creek ("Customer"). All participants listed in the attached Exhibit A will form the Mesa Police Department Regional Dispatch System (the "System"). Within this Agreement, Mesa and Customer are sometimes individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, Arizona Revised Statutes ("A.R.S."), §§ 11-951, *et seq.*, authorizes Mesa and the Town of Queen Creek to enter into intergovernmental agreements for the provision of services, or for joint or cooperative actions;

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;

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

WHEREAS, Customer desires to participate in the Mesa Police Department Regional Dispatch System in order to more effectively provide emergency police services; and

WHEREAS, Mesa desires the participation of Customer to more effectively provide emergency police services.

PURPOSE

This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of police department resources throughout the region.

More specifically, the purpose of this Agreement is to define the dispatch service that will be provided by the Mesa Police Department ("MPD") to the Customer. The Mesa Police Department Regional Dispatch Center ("MPDRDC") utilizes a Computer Aided Dispatch ("CAD") and Global Positioning System ("GPS") to process and dispatch requests for assistance to police emergencies.

The MPDRDC is a primary Public Safety Answering Point (“PSAP”) for Mesa.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

1. **TERM**: This Agreement shall be effective January 1, 2022 and shall expire on December 31, 2026.

2. **DISPATCH SERVICES**

- A. Mesa agrees to provide 911 and non-emergency call intake, police dispatching, and support services detailed in Exhibit C for Customer’s police department, equipment and vehicles for emergency responses. Mesa shall dispatch in accordance with Mesa Police Department policies, procedures, and specifications of Mesa’s CAD system. Customer agrees to adhere to said policies, procedures, and specifications. Customer also agrees, upon Mesa’s request, to send an appropriate representative to Mesa’s Dispatch and Communications meetings, as requested, for discussion of dispatch issues. Customer agrees upon Mesa’s request to require Customer members or employees attend any training related to radio communications and radio/CAD system operations.
- B. Pursuant to this Agreement and as a condition of acceptance, Customer agrees to conform to the MPD Communications and Policies and Procedures and Patrol Policies and Procedures regarding prioritization of calls for service and police response, available as set forth in Exhibit B.

3. **TECHNICAL SERVICES**

- A. The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals (“MCTs”), and direct network connections over dedicated circuits among each Customer’s police vehicles and desk terminals and the MPDRDC. To facilitate dispatch, and as a condition of participation, Customer is required to provide all needed infrastructure for Customer’s Police Department, which must be compatible with the System.
- B. If Customer desires changes to be made to dispatch services, Customer 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.

- C. Customer shall follow radio operation guidelines and procedures as defined in MPD's Communications Supplemental Manual and Police Department Policy regarding procedures and prioritization of calls for service and police response, referenced in Exhibit B, unless other guidelines and procedures are mutually agreed upon.
- D. Customer technical resources familiar with the mobile devices installed in the vehicles and the hand held devices used by the officers, who are also familiar with the supported Versaterm mobile applications, will handle first level technical support for these devices. Second level support for CAD Dispatch related items, including communications/connectivity with CAD/Versaterm Message Controller ("VMC") is the responsibility of Mesa. Third level support for CAD Dispatch related will be reported by Mesa to Versaterm, per Mesa's existing CAD Support agreement with Versaterm.
- E. Mesa will not build, configure or maintain Versaterm Mobile Data Terminal ("MDT") or Mobile Report Entry ("MRE") profiles, configurations or builds.
- F. Mesa will shadow Versaterm employees who are performing work directly on the CAD system when that work creates the risk of impact to Mesa CAD system.
- G. Mesa will not support any Customer hardware.
- H. Mesa Police Department Information Technology will provide limited technical support to Customer to include:
 - i. Initial Setup of Virtual Network Tunnel ("VPN") Tunnel between Mesa and Customer.
 - ii. Creation of users in the Mesa CAD database.
 - iii. Creation of any required Geographic Information System ("GIS") visuals for Customer MDT map.
 - iv. Provide access to the Mesa CAD System via VPN tunnel for access by MDTs, Personal Computers ("PCs") and mobile devices (via vMobile).
 - v. Setup of PCs and peripherals at Communications and in Records.
 - vi. Setup of Justice Web Interface ("JWI") in Records.

- vii. Assist Versaterm with any CAD and MDT related configurations.

I. Ongoing Support

- i. Mesa will provide tier 2 support to Customer for Versaterm MDT related issues.
- ii. Mesa will not provide any tier 1 end user support.
- iii. Mesa will only accept support calls from Customer designated support personnel or Versaterm employees calling on their behalf.
- iv. Mesa will not directly support Customer MDTs or the Versaterm MDT applications for non-CAD related issues.
- v. Mesa will add/delete/suspend Customer CAD accounts.
- vi. Mesa will directly support the VPN connection between Mesa and Customer.
- vii. Mesa will not support the Queen Creek Mobile Device Management ("MDM") implementation.

J. Requirements

- i. Customer will ensure all MDTs that connect to the Mesa CAD system encrypt all data in transit via an encryption product compatible with the Arizona Criminal Justice Information System ("ACJIS") standards until such traffic can be terminated on a secure Customer end point.
- ii. Customer will ensure all traffic to and from the CAD system is encrypted across the VPN tunnel to Mesa and at no point does CAD data traverse a non-Criminal Justice Information System ("CJIS") compliant network segment.
- iii. Customer mobile phones that access CAD data from the Mesa CAD via Versaterm vMobile or other applications will outfit such devices with MDM software that creates a secure CJIS compliant VPN from the mobile device to Mesa.

K. Mesa will allow Customer access to Mesa's CAD System.

- L. Customer will connect their MCT systems using a dedicated VPN that is owned and operated by the Customer. No external VPN's will be allowed to connect to Mesa's CAD or supporting systems.

3. RECORDS SERVICES

- A. MPD Records will perform the following functions on behalf of Customer:
 - i. National Crime Information Center ("NCIC") hit confirmations.
 - ii. NCIC entries and clears.
 - iii. Teletypes.
 - iv. Department of Public Safety ("DPS") Audit compliance and participation.
 - v. Internal office and outside agency phone inquiries.

4. DIGITAL RECORDS PROCESSING

- A. Mesa will provide unredacted digital copies of both 911 radio and telephone calls through Evidence.com.
- B. Customer assumes all responsibility to redact recordings in accordance with Arizona law prior to release or dissemination.
- C. Mesa will not perform any redaction of 911 recordings.

5. TOTAL CHARGES AND FEES

- A. Customer understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay Mesa the following service fee structure as referenced in Exhibit C.

6. BILLING

- A. MPD Financial Services Division will invoice Customer quarterly and MPDRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on January 1.
- B. Mesa will advise Customer of the estimated total fees and charges for the coming calendar year no later than April 1 of the previous year. Customer is responsible to verify its equipment counts and notify Mesa of any discrepancies in counts by

December 31 of the previous year. Mesa will provide written notice to the Customer of the finalized total fees and charges by July 1.

- C. The Initial or Additional technology fees will be invoiced upon completion of the requested project.

7. OTHER ITEMS

- A. If Customer intends to expand its original geographical and/or jurisdictional boundaries, Customer is required to provide a 180-day written notice to MPD to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described herein (Section 3-Technical Services). Further, it is understood that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees described herein.

- B. Mesa agrees to install and maintain Customers' geographical databases necessary for processing dispatches. Customer is responsible to provide all geographical database information, including updates to the MPD within one- hundred eighty (180) days of receipt.
- C. Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by Mesa through improper repair, or otherwise, shall be repaired/replaced at no cost to Customer.

Costs to replace and/or repair equipment that is damaged or rendered unserviceable due to the actions of any Customer shall be borne by Customer.

- D. Mesa agrees to provide management information reports to the Customer that are consistent with MPD reporting. Additional reports may be provided upon request (based on workload and availability).
- E. Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Customer as necessary.
- F. It is agreed that in the event that this Agreement is discontinued, all devices and related equipment that was purchased by Mesa and not originally purchased by Customer, shall be returned as the sole property of Mesa even if Customer provided monies or funding for the equipment. Furthermore, Mesa will not be obligated to reimburse monies or funding already collected under this Agreement.

- G. Compliance with the Immigration Reform and Control Act of 1986 (“IRCA”) is required and Mesa and Customer will comply with IRCA. Each Party agrees to permit the other Party upon request to inspect personnel records to verify such compliance.

The parties shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. The Parties will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, the following:

Employment and adherence to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Parties additionally agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Parties further agree that this clause will be incorporated in all subcontracts and/or job-consultant agreements or subleases connected with this Agreement entered into by the Parties.

- H. No term or provision of this Agreement is intended to, or shall, create any right in any person firm, corporation or other entity not a Party hereto, and no such person or entity shall have any cause of action hereunder.
- I. No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- J. It is the responsibility of each Party to ensure that their employees are notified in accordance with the provisions of the 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. Each Party grants consent to the other, the right to inspect the premises and workplace of the consenting Party to ensure compliance with the notice posting requirements. Consent is to be provided to the appropriate emergency services and/or risk management function of each Party.
- K. The Parties agree that other jurisdictions may join and be added to the System at the sole discretion of Mesa.
- L. Customer (as “Indemnitor”) agrees to indemnify, defend, and hold harmless Mesa, its officers, agents, employees, elected and appointed officials, and volunteers (

“Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys’ fees, (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Member, its officers, officials, agents, employees, or volunteers.

Mesa (as “Indemnitor”) agrees to indemnify, defend, and hold harmless Customer its officers, agents, employees, elected and appointed officials, and volunteers (as “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys’ fees, (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Mesa, its officers, officials, agents, employees, or volunteers.

- M. The Parties understand that this Agreement supersedes any previous agreements, if any, to be part of the System.
- N. Pursuant to federal law, each Party entering into this Agreement certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel.
- O. This Agreement shall only be modified by written amendment, signed by a duly authorized person for each Party that has the authority to enter into agreements on behalf of that person’s Party.
- P. 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.

8. CANCELLATION OF THE AGREEMENT

- A. Either party may terminate this Agreement at any time by providing three hundred sixty day (360) written notice to the other Party’s Police Chief or at any time agreed to in writing by both parties. Termination can be with, or without, cause.
- B. Either Party may terminate participation in this Agreement pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS HEREOF, this Agreement is executed on the year and date first above written. 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 MESA,
An Arizona Municipal Corporation**

**TOWN OF QUEEN CREEK,
An Arizona Municipal Corporation**

**Christopher J. Brady Date
City Manager**

**John Kross Date
Town Manager**

**Ken Cost Date
Mesa Police Chief of Police**

**Randy Brice Date
Queen Creek Chief of Police**

ATTEST:

ATTEST:

Mesa City Clerk Date

**Maria Gonzalez
Queen Creek Town Clerk**

APPROVAL OF MESA CITY ATTORNEY:

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Mesa City Attorney Date

APPROVAL OF QUEEN CREEK TOWN ATTORNEY:

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Scott A. Holcomb, Town Attorney Date

EXHIBIT B

Please call (480) 644-5008, the Mesa Police Department Policy and Accreditation Unit, to request any and all policies and procedures.

EXHIBIT C

City of Mesa Police Department
Regional Dispatch Center Partners Equipment & Dispatch Costs
5 Year Graduated Costs

Dispatching Services: Year 1:

| 1 Radio Positions | Cost | # of Items | Total |
|---|----------|------------|---------------------|
| Motorola Console | \$81,604 | 1 | \$81,604 |
| 1 Radio Consolettes: Primary channel only | \$7,957 | 1 | \$7,957 |
| 911 System | \$30,000 | 1 | \$30,000 |
| CAD Licensing | \$1,000 | 1 | \$1,000 |
| Total | | | \$120,561.00 |

| 2 911 Positions | Cost | # of Items | Total |
|------------------------------------|----------|------------|------------------|
| 911 System | \$30,000 | 2 | \$60,000 |
| CAD Licensing & Computer Equipment | \$4,509 | 2 | \$9,018 |
| Russ Bassett Console | \$25,000 | 2 | \$50,000 |
| Dell 5060 MFF | \$785 | 2 | \$1,570 |
| Dell 22" Monitor | \$291 | 2 | \$582 |
| Surge Protector | \$20 | 2 | \$40 |
| Cabling/Electrical Estimate | \$10,000 | 1 | \$10,000 |
| Total | | | \$131,210 |

| Recorder Cost | Cost | # of Positions | Total Cost |
|-------------------------------------|---------|----------------|------------------|
| Installation | \$2,780 | 1 | \$2,780 |
| Position Recording | \$520 | 6 | \$3,120 |
| Radio Talk group Recording | \$260 | 1 | \$260 |
| Screen Capture | \$175 | 3 | \$525 |
| Total Recorder Cost | | | \$6,685 |
| Total Initial Equipment Cost | | | \$258,456 |

| Annual Staffing | Cost | # of Employees | Total Cost |
|-----------------------------------|-------------|----------------|--------------------|
| Primary Channel 24/7 | \$70,184 * | 7 | \$491,288 |
| 911 Operators | \$67,642** | 6 | \$405,852 |
| Shift Supervisors | \$90,605*** | 1 | \$90,605 |
| Total Annual Staffing Cost | | | \$987,745 |
| Total Costs | | | \$1,246,201 |

* Salary and benefits cost for a newly hired Police Dispatch.

** Salary and benefits cost for a newly hired 911 Operator.

*** Salary and benefits cost for a newly hired Shift Supervisor.

Dispatching Services: Year-2:

| 1 Radio Positions | Cost | # of Items | Total |
|-----------------------------------|-------------|----------------|--------------------|
| 911 System | \$30,000 | 1 | \$30,000 |
| Total | | | \$30,000 |
| 2 911 Positions | Cost | # of Items | Total |
| 911 System | \$30,000 | 2 | \$60,000 |
| Total | | | \$60,000 |
| Total Annual Fees | | | \$90,000 |
| Annual Staffing | Cost | # of Employees | Total Cost |
| Primary Channel 24/7 | \$75,759* | 7 | \$530,313 |
| 911 Operators | \$69,173** | 6 | \$415,038 |
| Shift Supervisors | \$92,825*** | 1 | \$92,825 |
| Total Annual Staffing Cost | | | \$1,038,176 |
| Total Costs | | | \$1,128,176 |

* Represents increase in salary and benefits cost from Year 1.(Dispatch Trainee to Police Dispatcher.)

** Represents an annual 3% increase in salary and benefits cost from Year 1.

*** Represents an annual 3% increase in salary and benefits cost from Year 1.

Dispatching Services: Year-3:

| 1 Radio Positions | Cost | # of Items | Total |
|-----------------------------------|-------------|----------------|--------------------|
| 911 System | \$30,000 | 1 | \$30,000 |
| Total | | | \$30,000 |
| 2 911 Positions | Cost | # of Items | Total |
| 911 System | \$30,000 | 2 | \$60,000 |
| Total | | | \$60,000 |
| Total Annual Fees | | | \$90,000 |
| Annual Staffing | Cost | # of Employees | Total Cost |
| Primary Channel 24/7 | \$77,452* | 7 | \$542,164 |
| 911 Operators | \$70,751** | 6 | \$424,506 |
| Shift Supervisors | \$95,112*** | 1 | \$95,112 |
| Total Annual Staffing Cost | | | \$1,061,782 |
| Total Costs | | | \$1,151,782 |

* Represents an annual 3% increase in salary and benefits cost from Year 2.

** Represents an annual 3% increase in salary and benefits cost from Year 2.

*** Represents an annual 3% increase in salary and benefits cost from Year 2.

Dispatching Services: Year-4:

| 1 Radio Positions | Cost | # of Items | Total |
|-----------------------------------|-------------|----------------|--------------------|
| 911 System | \$30,000 | 1 | \$30,000 |
| Total | | | \$30,000 |
| 2 911 Positions | Cost | # of Items | Total |
| 911 System | \$30,000 | 2 | \$60,000 |
| Total | | | \$60,000 |
| Total Annual Fees | | | \$90,000 |
| Annual Staffing | Cost | # of Employees | Total Cost |
| Primary Channel 24/7 | \$79,277* | 7 | \$554,939 |
| 911 Operators | \$72,375** | 6 | \$434,250 |
| Shift Supervisor | \$97,468*** | 1 | \$97,468 |
| Total Annual Staffing Cost | | | \$1,086,657 |
| Total Costs | | | \$1,176,657 |

* Represents an annual 3% increase in salary and benefits cost from Year 3.

** Represents an annual 3% increase in salary and benefits cost from Year 3.

*** Represents an annual 3% increase in salary and benefits cost from Year 3.

Dispatching Services: Year-5:

| 1 Radio Positions | Cost | # of Items | Total |
|-----------------------------------|-------------|----------------|--------------------|
| 911 System | \$30,000 | 1 | \$30,000 |
| Total | | | \$30,000 |
| 2 911 Positions | Cost | # of Items | Total |
| 911 System | \$30,000 | 2 | \$60,000 |
| Total | | | \$60,000 |
| Total Annual Fees | | | \$90,000 |
| Annual Staffing | Cost | # of Employees | Total Cost |
| Primary Channel 24/7 | \$81,158* | 7 | \$568,106 |
| 911 Operators | \$74,049** | 6 | \$444,294 |
| Shift Supervisors | \$99,894*** | 1 | \$99,894 |
| Total Annual Staffing Cost | | | \$1,112,294 |
| Total Costs | | | \$1,202,294 |

* Represents an annual 3% increase in salary and benefits cost from Year 4.

** Represents an annual 3% increase in salary and benefits cost from Year 4.

*** Represents an annual 3% increase in salary and benefits cost from Year 4.

Support Services

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Total | \$136,479.00 | \$140,573.19 | \$144,790.38 | \$149,134.09 | \$155,350.54 |