

**PUBLIC SAFETY ANSWERING POINT (PSAP)
POLICY ROUTING FUNCTION (PRF) BACKUP AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF MESA**

AGREEMENT NO. _____

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“PFD”) and the Phoenix Police Department (“PPD”), and the City of Mesa, for and on behalf of the Mesa Fire and Medical Department (“MFMD”) and the Mesa Public Safety Support Department (“MPSS”). 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.

RECITALS

WHEREAS, the Parties are municipalities who are 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.

WHEREAS, the City of Phoenix is authorized and empowered to enter into this Agreement pursuant to Chapter 2, Section 2(i), of the Charter of the City of Phoenix; and,

WHEREAS, the City of Mesa is authorized and empowered to enter into this Agreement pursuant to Article 1, Section 103 of the Charter of the City of Mesa; and

WHEREAS, the Parties provide emergency communications and dispatching services for their respective cities; and,

WHEREAS, in order to ensure continuity of emergency communications and dispatch services in the event that either Party is unable to provide such services due to planned outages, unplanned outages, emergencies, staffing shortages, or any other such cause, the Parties agree to serve as a backup facility until operations can be restored; and,

WHEREAS, the Parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed.

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

The purpose of this Agreement is to establish a formal understanding between Participating Agencies regarding backup call handling responsibilities for Policy Routing Function (“PRF”) within the Next Generation 9-1-1 (“NG9-1-1”) system. This Agreement ensures continuity of emergency communications services in the event the Primary Public Safety Answering Point (“PSAP”) is unable to receive or process 9-1-1 calls.

ARTICLE II. STATEMENT OF SERVICES

- 1. Policy Routing Function (PRF) Backup Agreement Procedures:**
Each Backup PSAP agrees to provide the following services when PRF routing is activated:
 - 1.1. Receive and answer incoming 9-1-1 calls routed from the Primary/Secondary PSAP
 - 1.2. Process calls in accordance with standard operating procedures
 - 1.3. Obtain all necessary call information and electronically relay call details (including ANI/ALI and incident information, when available) to the appropriate jurisdictional PSAP for dispatch via available electronic means
 - 1.4. Transfer calls when feasible
 - 1.5. Maintain communication with the Primary/Secondary PSAP
 - 1.6. Document incidents handled under backup conditions
 - 1.7. Backup PSAPs are not responsible for dispatching field resources unless separately authorized.

Backup Call Handling	
Primary/Secondary PSAP (Requesting Agency)	Backup PSAP(s) (Responding Agencies)
Phoenix PD to Mesa PSS rollover Primary PSAP (Requesting Agency): Phoenix Police Department Address 1: 100 W Washington St, Phoenix, AZ 85003 Address 2: 100 E Elwood St, Phoenix, AZ 85040	Backup PSAP(s) (Responding Agency): Mesa Public Safety Support Department Address: 161 E Athletics Way, Mesa, AZ 85201
Mesa PSS to Phoenix PD rollover Primary PSAP (Requesting Agency): Mesa Public Safety Support Address: 161 E Athletics Way, Mesa, AZ 85201	Backup PSAP(s) (Responding Agency): Phoenix Police Department Address 1: 100 W Washington St, Phoenix, AZ 85003 Address 2: 100 E Elwood St, Phoenix, AZ 85040
Phoenix Fire to Mesa Fire and Medical rollover Secondary PSAP (Requesting Agency): Phoenix Fire Department Address 1: 2425 W Lower Buckeye Rd, Phoenix, AZ 85009 Address 2: 150 S 12th St, Phoenix, AZ 85034	Backup PSAP(s) (Responding Agency): Mesa Fire and Medical Department Address: 708 W Baseline Rd, Mesa, AZ 85210
Mesa Fire and Medical to Phoenix Fire rollover Secondary PSAP (Requesting Agency): Mesa Fire and Medical Department Address: 708 W Baseline Rd, Mesa, AZ 85210	Backup PSAP(s) (Responding Agency): Phoenix Fire Department Address 1: 2425 W Lower Buckeye Rd, Phoenix, AZ 85009 Address 2: 150 S 12th St, Phoenix, AZ 85034

2. Conditions for Activation

PRF backup routing may be activated under the following conditions:

- 2.1. Planned outages
- 2.2. Unplanned outages
- 2.3. Emergencies
- 2.4. Staffing shortages

Activation occurs through NG9-1-1 system configuration and coordination with the ESInet Core Services Provider.

3. Responsibilities

- 3.1. Primary/Secondary PSAP: Maintain routing configuration, notify backups, provide protocols, and resume operations.
- 3.2. Backup PSAP: Accept calls, relay information, coordinate appropriately, and notify Primary/Secondary PSAP of significant incidents.

4. Operational Considerations

Participating Agencies will coordinate procedures, interoperability, testing, and training.

5. Points of Contact

Agency	Name	Title	Email
Phoenix Police Department (PPD)	Alexandra Edwards	Police Administrator, PPD Communications Bureau	alexandra.edwards@phoenix.gov
Phoenix Fire Department (PFD)	Geri Padilla	Administrator, PFD Regional Dispatch Center	geri.padilla@phoenix.gov
Mesa Public Safety Support (MPSS)	Shawn Burrridge	Public Safety Communications Administrator	shawn.burrridge@MesaAZ.gov
Mesa Fire and Medical Department (MFMD)	Nicole Yourk	Public Safety Communications Administrator	nicole.yourk@mesaaz.gov

ARTICLE III. TERM OF THE AGREEMENT; COSTS

1. Term:

The term of this Agreement shall commence on the date of the last signature of the signatory Parties and shall continue in force for five (5) years and may be renewed for an additional five (5) years with the written consent of the Parties.

2. Termination:

This Agreement may be terminated at any time by mutual written consent, or by either Party, with or without cause, upon giving ninety days (90) written notice to the other Party.

3. Costs:

Each Party shall be solely responsible for its own costs and expenses incurred under this Agreement except that if emergency 911 services need to be handled for an extended period, the Parties may enter separate agreements for reimbursement of costs.

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 Agreement 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 Agreement shall be physically amended to make such insertion or correction.

3. Parol Evidence:

This Agreement 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this

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Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.

4. 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.

5. Transactional Conflict of Interest:

In addition to any termination and cancellation provisions, the Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

12. Workers' Compensation:

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The Party which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

13. Severability:

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

14. Non-Waiver:

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

15. Compliance with Laws:

The Parties 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.

16. 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.

17. 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

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shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

18. Disposition of Property:

Upon cancellation or termination of this agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on such partial or complete termination.

19. 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. INDEMNIFICATION

Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (“Claims”), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an “Additional Indemnitor”) to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor and persons for whom they are vicariously liable.

ARTICLE VI. NOTICES

Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, 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:

<u>City of Phoenix</u>	<u>City of Mesa</u>
Phoenix Fire Department 150 South 12 th Street Phoenix, AZ 85034 Attn: Michael J. Duran Phoenix Fire Chief Telephone: (602) 256-3189 Email: firechief.pfd@phoenix.gov Phoenix Police Department 100 W. Washington St. Phoenix, Arizona 85003 Attn: Matthew Giordano Phoenix Police Chief Telephone: (602) 262-7626 Email: matthew.giordano@phoenix.gov	Mesa Fire and Medical Department 708 W Baseline Rd Mesa, AZ 85210 Attn: Mary Cameli Mesa Fire Chief Telephone: (480) 644-2781 Email: Mary.Cameli@mesaaz.gov Mesa Public Safety Support 161 E Athletics Way Mesa, AZ 85201 Attn: Kimberly Meza Department Director - MPSS Telephone: (480) 644-4362 Email: Kimberly.Meza@mesaaz.gov

Notice will be deemed received at the time it is personally served 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 or the contact information for the person to receive notice by notifying the other Party as provided herein.

[Signatures on following page]

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

CITY OF MESA, a municipal corporation

Scott Butler, City Manager

By: _____

Michael J. Duran
Fire Chief

By: _____

Mary Cameli
Fire Chief

By: _____

Matthew Giordano
Police Chief

By: _____

Kimberly Meza
Department Director - MPSS

ATTEST:

ATTEST:

City Clerk

City Clerk

In accordance with A.R.S. § 11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____

CITY OF MESA

By: _____
Lauren J. Lowe
Assistant City Attorney

Date: _____