Staff Report

Agenda Item: **Intergovernmental Agreement for Police Dispatch Services** – Approval of the 2011-2012 Intergovernmental Agreement between the City of Cottonwood and the Town of Clarkdale for Police Dispatch Services.

Staff Contact: Kathy Bainbridge, Town Clerk/Finance Director

Meeting Date: August 9, 2011

Background: The City of Cottonwood has been contracting with the Town of Clarkdale to provide centralized and uniform dispatch for police officers on a twenty-four hour basis. The new contract has a proposed contract amount of $36,408.00 per quarter, for a total of $145,632.00 annually. Last year's fee was $30,876.25 per quarter, for a total of $123,505.00, or $22,127.00 less.

The 17.92% increase is due to warranties lapsing and maintenance contracts going in place for mandated added security. Cottonwood also saw increases in their health insurance and ASRS retirement and is also absorbing a $74,460 increase this year.

This is within the amount budgeted for this fiscal year.

Recommendation: To approve the Intergovernmental Agreement for the 2011-2012 Intergovernmental Agreement between the City of Cottonwood and the Town of Clarkdale for Police Dispatch Services.

After Recording Return To:
City of Cottonwood
826 N. Main Street
Cottonwood, AZ 86326
Folder

INTERGOVERNMENTAL AGREEMENT FOR POLICE DISPATCHING

This Agreement, made by and between the CITY OF COTTONWOOD, ARIZONA, a municipal corporation, hereinafter called "COTTONWOOD," and the TOWN OF CLARKDALE, ARIZONA, hereinafter called "CLARKDALE."

WITNESSETH

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 9-240(B)(12) and (23) and both parties are authorized to enter into Intergovernmental Agreements in general pursuant to A.R.S. § 11-951 through 11-954; and

WHEREAS, it would be in the best interest of COTTONWOOD and CLARKDALE to consolidate emergency dispatching systems in their adjoining areas for economical operation and better response time; and

WHEREAS, COTTONWOOD has facilities and equipment for providing said emergency dispatch services.

NOW THEREFORE, the parties mutually agree as follows:

1. Purpose. This Agreement is made to provide centralized and uniform dispatch for police units on a twenty-four (24) hour basis in the areas of COTTONWOOD AND CLARKDALE.

2. Service. COTTONWOOD agrees to relay or use its best efforts in attempting to relay messages received by the dispatch center of the Police Department of COTTONWOOD to personnel of CLARKDALE authorized to receive such messages. Messages shall be transmitted by radio-telephone first, and then by telephone or any other reasonable and appropriate method on a twenty-four (24) hours basis. COTTONWOOD shall not be under a duty to send its employees or equipment to CLARKDALE in response to any message received (excluding mutual aid required by state law.) CLARKDALE shall at all times maintain a list at the COTTONWOOD dispatcher's office of CLARKDALE personnel

authorized to receive messages, their telephone numbers, and any preference as to order of calls.

3. Dispatch of Towing Carriers. In addition to using its best efforts to relay messages to personnel of CLARKDALE as provided in Paragraph 2 above, COTTONWOOD will also dispatch towing carriers on its towing rotation list to remove vehicles from accident scenes, no-parking zones, and posted private property upon a proper request by personnel from CLARKDALE. COTTONWOOD assumes no responsibility or liability for the negligent or intentional acts and/or omissions of any towing carrier so dispatched, and by its execution of this agreement, CLARKDALE specifically warrants: (1) that its personnel are and will in each case be authorized to request towing services; (2) that all requests for vehicle removals and impoundments are and shall be duly authorized under state and/or local law; and (3) that COTTONWOOD shall in each case be held harmless and indemnified from any and all costs, losses, damages, suits and claims of any kind or nature whatsoever arising out of COTTONWOOD'S dispatch of a towing carrier to provide towing and/or impoundment services within CLARKDALE'S corporate limits.

4. Compensation. CLARKDALE will pay COTTONWOOD for such dispatching services, the sum of $36,408 per quarter, payable in advance on the last day of each preceding quarter.

5. Indemnity. CLARKDALE will hold COTTONWOOD harmless from any and all claims for damages made by third parties arising from or relating to the dispatching services contemplated herein and will indemnify COTTONWOOD against any damages that may be paid or ordered paid to third parties, together with costs of the defense, including reasonable attorney's fees. Those claims solely arising out of the errors and omissions of COTTONWOOD are exempted from the provisions of this paragraph.

6. Communications Committee. It is hereby agreed by both COTTONWOOD and CLARKDALE that a Communications Committee shall be formed with representatives from each of the agencies being dispatched by COTTONWOOD. This purpose of the Committee will be 1) to discuss and resolve concerns regarding dispatch services, 2) to discuss system issues and improvements and, 3) to review and make recommendations on the formula to be used to determine fees for dispatching services. The Committee will meet on a monthly basis, and minutes will be kept and distributed to the Committee members. Committee membership shall appoint two permanent members to serve on the Communications Committee, one administrative representative

and one patrol officer. In addition to representation on the Communications Committee, it is understood by both COTTONWOOD and CLARKDALE that CLARKDALE may bring communications concerns to the attention of COTTONWOOD, either through the committee meeting agendas or directly to the Communications Director, Police Chief and/or City Manager of COTTONWOOD.

7. Duration. This Agreement shall be fore a period of one (1) year, commencing on July 1, 2011 and expiring on June 30, 2012.

8. Records. COTTONWOOD will provide CLARKDALE a monthly report on calls for service and other figures used in computing charges for future dispatching services by COTTONWOOD.

9. Repairs. COTTONWOOD will be responsible for repairs to the system, which will be addressed in a timely manner.

10. Termination. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party. If CLARKDALE terminates for cause it shall be entitled to a proportionate refund of its most recent quarterly payment.

11. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Intergovernmental Agreement is subject to cancellation by the City or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Intergovernmental Agreement on behalf of the City or its departments or agencies is, at any time while the Intergovernmental Agreement or any extension of the Intergovernmental Agreement is in effect, an employee or agent of any other party to the Intergovernmental Agreement in any capacity or a consultant to any other party of the Intergovernmental Agreement with respect to the subject matter of the Intergovernmental Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date and year below written. It shall be effective as provided in Paragraph 6.

CITY OF COTTONWOOD:

Karen Pleter for Diane Joens

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

The forgoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the City of Cottonwood.

Steve Horton, Esq.
City Attorney

TOWN OF CLARKDALE:

_____

Douglas Von Gausig, Mayor

ATTEST:

_____

Kathy Bainbridge, Town Clerk

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the Town of Clarkdale.

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Robert S. Pecharich, Town Attorney