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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. Compensation. CLARKDALE will pay COTTONWOOD for such dispatching services, the sum of \$31,850.75 per quarter, payable in advance on the last day of each preceding quarter.
4. 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.
5. 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.
6. Duration. This Agreement shall be fore a period of one (1) year, commencing on July 1, 2009 and expiring on June 30, 2010.
7. Records. COTTONWOOD will provide CLARKDALE a monthly report on calls for service and other figures used in computing charges for dispatch services by COTTONWOOD. These reports will be subject to approval by both police chiefs, and, once approved, will serve as the final computation of calls for service for that month.

8. Repairs. COTTONWOOD will be responsible for repairs to the system, which will be addressed in a timely manner.
9. 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.
10. Dispute Resolution. The parties agree that in the event of a dispute concerning the interpretation or application of the terms of this agreement, they shall, for a period of not less than fifteen (15) calendar days attempt to resolve such a dispute through negotiation. In the event negotiations are not successful, they agree to make use of arbitration to the extent required or permitted under the Arizona Uniform Rules of Procedure for Arbitration.
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:



Diane Joens, Mayor

ATTEST:

Richard Jimenez FOR:
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
Steve Horton, Esq.
Mangum, Wall, Stoops & Warden, P.L.L.C.
City Attorney

TOWN OF CLARKDALE:

Douglas Von Gausig
Douglas Von Gausig, Mayor

ATTEST:

Kathy Bainbridge
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.

Robert S. Pecharich
Robert S. Pecharich, Town Attorney