



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 728

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF YUMA AND YUMA METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF SAN LUIS FOR THE JOINT FUNDING OF THE YUMA COUNTY 911 SYSTEM

Whereas, the City of San Luis desires to enter into an Intergovernmental Agreement (IGA) with the City of Yuma, Arizona and the Yuma Metropolitan Planning Organization and the City of San Luis, Arizona for the Joint Funding of the Yuma County 911 System and

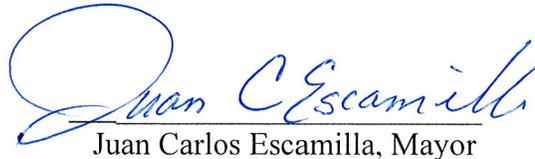
Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 9th day of May, 2007.


Juan Carlos Escamilla, Mayor

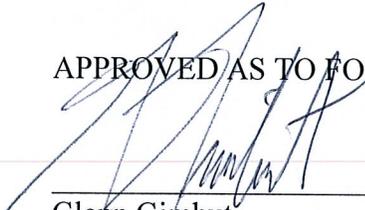
Resolution No. 728

ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

WHEREAS, participation by the Parties as described herein is in the public interest and benefit to the public safety, health and welfare of the citizens of the Yuma County area.; and

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties agree as follows:

Section 1 – Purpose: The purpose of this Agreement is to provide the terms and conditions for the joint funding of the Yuma County 911 Emergency Telephone Service System (911 System), including, but not limited to, the costs of personnel, equipment and supplies, and operation and maintenance of the system. The City will designate an employee knowledgeable with the 911 System and its operation to be the 911 System Administrator (Administrator) for the Yuma County 911 system, and, as further described herein, by YMPO.

Section 2 – Duration: This Agreement is for a five (5) year term commencing upon the date the last Party signs. This Agreement will automatically renew for an additional five (5) year period unless sooner terminated pursuant to Section 7.

Section 3 – Funding:

- A. The 911 System will be funded on a shared basis by those Parties participating in YMPO. The amount each agency shall contribute will be proportional based on the population of the Party's jurisdiction as compared to the total Yuma County population. Population estimates utilized for the purposes of determining cost shares will be the most current Department of Economic Security official estimates as identified in Exhibit One, which may be updated from time to time. In addition, those Parties classified as a Public Safety Answering Point (PSAP) shall contribute a minimum of \$7,500, or the then current prevailing rate, toward the cost of 911 System administration, as per the Arizona Department of Administration.
- B. Fees include, but are not limited to, funding for:
 - a. **Personnel:** Salary and benefits of the 911 System Administrator and an administrative/clerical support position.
 - b. **Office Materials, Equipment and Other Supplies:** Computer, Materials, etc.
 - c. **System Operation, Maintenance, Replacement and Upgrades:**
 - d. **Training Costs (including travel):**
 - i. NENA, APCO, TDD, Homeland Security 911
 - ii. Regional Entity Training and Materials
- C. **Billing and Payments:** YMPO will bill each Party for its annual share of costs on July 1st of each year. Monies received from the Parties will automatically be transferred to the City of Yuma for appropriate disbursement.

- D. **Payment of Fees:** Fees are due and payable on August 1st of each year and will be delinquent if not paid by October 1st of each year. Costs of the 911 System, as described in Subsection B above, will be reviewed by March 1st of each year and adjusted by YMPO prior to May 1st of each year. Adjustments may be made more frequently if YMPO determines a need for additional fees. The Parties will be notified of changes to fees by May 31st of each year to allow time for the annual budgeting process. In the case of any mid-year adjustment, the Parties will be notified of the amount of any increase to the fees no less than sixty (60) days prior to the due date of fee payment.
- E. **Prorated Fees:** Fees will be prorated for any agency or political subdivision that becomes a party to this Agreement after July 1st of any year in which this Agreement is effective. Any entity qualifying for and acquiring its own PSAP shall pay a prorated PSAP fee for administration as determined in the annual fee schedule (Exhibit One).
- F. **Unused Funds:** Unused funds will carry over to the next year unless designated differently by the YMPO Executive Board. If the YMPO Executive Board determines that no changes in the fees will be made for the following year, the existing annual fees will remain in effect.
- G. **Reporting Requirements:** The City will provide a full accounting of funds for the previous fiscal year by March 1st of each year. The City will keep a complete and separate list of 911 System assets and provide this list to YMPO by January 1st of each year for review and budget purposes.

Section 4 – Yuma County 911 Administrator Job Description: The duties and skill requirements of the Administrator are outlined in Exhibit Two and are subject to amendment as necessary by YMPO and the City of Yuma. Amendments to Exhibit Two are incorporated herein without further action by the Parties.

Section 5 – Additional Parties: Other agencies or political subdivisions may become party to this Agreement under the terms and conditions outlined by the YMPO Executive Board in accordance with becoming a member of YMPO. Any agency or political subdivision desiring to become party to this Agreement must have authorization of its governing body.

Section 6 – Effective Date: This Agreement becomes effective upon execution by each/all Parties and continues until terminated pursuant to Section 2 or Section 7.

Section 7 – Termination: This Agreement or any extensions thereof may be terminated by any of the Parties hereto, by providing thirty (30) days written notice of termination to YMPO, who will then notify all other Parties. Withdrawal of one Party will not terminate this Agreement as to the other Parties. All 911 System equipment purchased in whole or in part with the fees collected, pursuant to Section 3 above, and installed on City

Section 18 – Assignment: This Agreement is not assignable without the mutual written consent of all Parties.

Section 19 – Dispute Resolution: In the event a dispute arises, to the extent required by A.R.S. § 12-1518, the Parties agree to submit any dispute to mediation or arbitration.

Section 20 – Venue: The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

Section 21 – Applicable Law: This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

Section 22 – Severability: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 23 – Counterparts: This Agreement may be signed in counterparts, and when so signed, each counterpart shall be deemed an original and all counterparts shall constitute one instrument.

DATED this ___ day of _____, 2007.

CITY OF YUMA

BY _____
Mark S. Watson
City Administrator

BY _____
Brigitta M. Kuiper
City of Yuma City Clerk

APPROVED AS TO FORM:

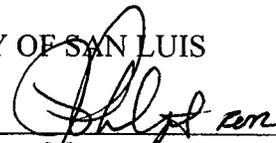
BY _____
Steven W. Moore
Yuma City Attorney

YUMA METROPOLITAN PLANNING ORGANIZATION

BY _____
F.M. Luckie
Executive Director

BY _____
Sue Stallworth
Yuma County Clerk of the Board

CITY OF SAN LUIS

BY  _____
Lee Maness
City Administrator

BY  _____
Sonia Sanchez
City Clerk

premises, including but not limited to computers, printers, PSAPs, telephones, and other equipment listed as assets of the 911 System, will remain property of the City.

Section 8 – Personnel: The employees, agents, officials or representatives of the Parties are not for any purpose employees, agents, officials or representatives of the other.

Section 9 – Authorization: This Agreement has been approved by actions taken by each of the governing bodies of YMPO, the City of Yuma and the City of San Luis. In such respective action, the undersigned were authorized and directed to execute this Intergovernmental Agreement.

Section 10 – Conflict of Interest: The Agreement is subject to the conflict of interest and cancellation provisions of the Arizona Revised Statutes, § 38-511, as amended, the provisions of which are incorporated herein.

Section 11 – Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court.

Section 12 – Compliance with Law: The Parties to this Agreement shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement.

Section 13 – Integration: This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by any Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

Section 14 – Indemnification: Each Party agrees to defend, indemnify, and hold harmless the other Parties, their agents, officials, employees and representatives from and against any and all claims, losses and expenses resulting from that Party's negligent or intentional acts, mistakes, or omissions in the performance of this Agreement.

Section 15 – Notices: All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as listed in Exhibit Three.

Section 16 – Recording: This Agreement will be recorded with the City of Yuma Clerk's Office and the Yuma County Recorder's Office.

Section 17 – Modifications: No modifications, waivers, amendments, discharges or changes to this Agreement are valid unless in writing and signed by the Party/ies against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Exhibit One
911 Administrator Cost Analysis

Table A: Entity Information

Entity Information	San Luis	Somerton	Wellton	Yuma	Cocopah Indian Tribe	Unincorporated Yuma County	Rural Metro	County Total
2005 DES Population Estimate	22930	9750	1970	88775	1025	65030		189480
Percentage of total Population	12.1%	5.1%	1.0%	46.9%	0.5%	34.3%	0.0%	100.0%

Table B: Salary, Benefits, and Operations

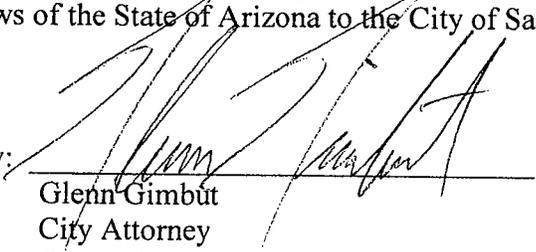
Salary Expense	Total Expense Including Benefits	San Luis	Somerton	Wellton	Yuma	Cocopah Indian Tribe	Unincorporated Yuma County	Rural Metro	Entity Per Capita Cost
System Administrator	\$88,480	\$6,054	\$2,974	\$620	\$23,437	\$271	\$17,168	\$0	\$0.26
Office Support	\$10,000	\$1,578	\$689	\$135	\$6,091	\$70	\$4,462	\$0	\$0.07
Office Support Costs	\$6,000	\$726	\$309	\$62	\$2,817	\$32	\$2,059	\$0	\$0.03
Computer, Materials, etc	\$69,024	\$8,353	\$3,552	\$718	\$32,349	\$373	\$23,689	\$0	\$0.36

Table C: Travel and Training Expenses

Training and Travel Costs	San Luis	Somerton	Wellton	Yuma	Cocopah Indian Tribe	Unincorporated Yuma County	Rural Metro	Entity Per Capita Cost
NEVA/APCO-TDD HOMELAND SECURITY	\$968	\$412	\$88	\$3,748	\$43	\$2,746	\$0	\$0.04
Regional Entity Training and Materials	\$121	\$61	\$40	\$469	\$6	\$343	\$0	\$0.01
Table C Subtotals	\$1,089	\$463	\$94	\$4,217	\$49	\$3,089	\$0	\$0.05

I hereby certify that this intergovernmental agreement is in proper form and is within the powers and authority granted by the laws of the State of Arizona to the City of San Luis.

By: _____


Glenn Gimbut
City Attorney
City of San Luis

Projected Total Cost with Entity Shares									
Estimate Levels	Total Projected Costs	San Luis	Somerton	Wellton	Yuma	Cocopah Indian Tribe	Unincorporated Yuma County	Rural Metro	County Total
Total Costs by Population %	\$78,024	\$9,442	\$4,015	\$811	\$36,556	\$422	\$26,778	\$0	\$78,024
PSAP Base Costs		\$0	\$7,500	\$0	\$7,500	\$0	\$7,500	\$7,500	
Final Amount to be Paid		\$9,442	\$11,515	\$811	\$44,056	\$422	\$34,278	\$7,500	\$108,024
Total Entity Per Capita Cost									\$0.57

Last updated August-06

Exhibit Two

Under the general direction of the YMPO Board and the Director of YMPO and the specific direction of the City of Yuma Police Chief, the 911 Administrator manages the operation of the Yuma County 911 System and coordinates operations with the PSAP Managers.

Duties to include:

- Supervising, planning, scheduling, and assigning work to subordinates, instructing and training in correct methods and procedures; reviewing and evaluating employee's performance.
- Overseeing and directing the operations of the 911 System Network.
- Acting as primary interface with the GIS mapping managers for the cities and county.
- Acting as primary interface with the planning and development organizations for the cities and county to ensure Master Street Address Guide is current at all times.
- Coordinating all updates, changes, revisions to the 911 System.
- Acting as liaison and primary contact for the State of Arizona.
- Maintaining an organizational plan for the Yuma 911 Public Safety Answering Point System.
- Negotiating contracts.
- Preparing reports on the Yuma County 911 System as required.
- Preparing and monitoring proposals.
- Assisting and advising the Public Safety Answering Point Managers (PSAPs) such as Yuma Public Safety Communications, Yuma County Sheriff's Office, Somerton Police Department, and Rural Metro Corporation.
- With the participation from the Parties, developing, drafting and overseeing a countywide budget plan.
- Developing, coordinating and implementing upgrades to the 911 System and individual PSAPs to maintain the systems viability for the public.
- Interfacing and coordinating work efforts with vendors, telecommunications providers and other contractors.
- Acting as main liaison and contact for the news media concerning the 911 System.
- Ensuring policies and procedures are current and updated to all PSAPs concerning 911 operations.
- Actively participating as a member of the state and national memberships of National Emergency Numbers Association (NENA) and Associated Public Safety Communications Officers, International (APSCO).
- Overseeing meetings with PSAP managers and vendors, and others on a regular basis.
- Other duties as required.

Exhibit Three

City of Yuma
City Administrator
One City Plaza
P.O. Box 13014
Yuma, AZ 85366

Other Party:
Executive Director
Yuma Metropolitan Planning Organization
502 S. Orange Ave.
Yuma, AZ 85364

Other Party:

City of San Luis
City Administrator
767 North First Avenue
San Luis, AZ 85349

Minimum Qualifications:

Recent ten years experience in a public safety/communications center environment as a supervisor or manager. Degree preferred, but not required.

Knowledge, skills and abilities:

- Knowledge of public safety agency rules, regulations, and methods of operating.
- Knowledge of police, sheriff, fire and ambulance dispatch procedures.
- Knowledge of the street system and geography of Yuma County.
- Knowledge of 911 Emergency Systems, basic, enhanced, VoIP, wireless Phase 1 and Phase 2.
- Knowledge of telephone and radio operating requirements and techniques.
- Ability to plan, direct, supervise, and coordinate the work of subordinates.
- Ability to effectively communicate both orally and in writing in the English language.
- Ability to maintain harmonious and effective working relationships with other employees and respond to the general public's complaints and concerns.

Location:

This position will be located in the City of Yuma Dispatch Center.