#28

AUG 27 2009

Chandler • Arizona
*Where Values Make The Difference*

**MEMORANDUM** **Fire Department**

**DATE:** JULY 30, 2009

**TO:** MAYOR AND COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER
RICH DLUGAS, ASSISTANT CITY MANAGER

**FROM:** JEFF CLARK, FIRE CHIEF

**SUBJECT:** FIRE DISPATCH APPROPRIATION FOR FY 2009/10

RECOMMENDATION: Staff recommends Council approve the appropriation for fire and emergency medical dispatch services in accordance with the current Intergovernmental Agreement (IGA) with the City of Phoenix, in an amount not to exceed $1,230,544.06.

BACKGROUND/DISCUSSION: The current IGA with the Phoenix Fire Department has been in effect since 2003. The IGA permits the Phoenix Fire Department to provide dispatch services, technical services and equipment maintenance for all of Chandler Fire's dispatch needs.

In addition, the contract between the Fire Department, Southwest Ambulance and PMT Ambulance provides dispatch services to the ambulances through the Fire Department's IGA. By contract, the ambulance companies reimburse the City for dispatch services on a monthly basis.

FINANCIAL IMPLICATIONS: Financial implication is $1,230,544.06 that is appropriated in FY 2009/10 Budget (Line item 101-2210-5214). Ambulance contracts will reimburse $441,542 to the City.

PROPOSED MOTION: Move that Council authorize the appropriation for fire and emergency medical dispatch services in accordance with the current Intergovernmental Agreement with the City of Phoenix, in an amount not to exceed $1,230,544.06.

**CITY OF PHOENIX FIRE DEPARTMENT**
**REGIONAL DISPATCH CENTER PARTNERS**
**COMPUTER AIDED DISPATCH CONSORTIUM**
**ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES**
**FISCAL YEAR 2009/2010**
**EXHIBIT A**
**INTERGOVERNMENTAL AGREEMENT**
**106005**
**JURISDICTION**
**CITY OF CHANDLER**

## I. Dispatch Service Fee

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

| DISPATCH FEE PER DISPATCH | DISPATCH COUNT | DISPATCH SERVICE FEE TOTAL |
|---|---|---|
| $24.54 | 27,949 | $685,868.46 |

## II. Technical Service Fee

| SYSTEM | PER UNIT FEE | EQUIPMENT BASE | TOTAL UNITS FEE |
|---|---|---|---|
| FIRE STATION PACKAGE | $5,850 | 11 | $64,350.00 |
| TEMPORARY FIRE STATION PACKAGE | $8,500 | 3 | $25,500.00 |
| | **FIRE STATION PACKAGE TOTALS:** | **14** | **$89,850.00** |
| MCT/AVL | $2,800 | 35 | $98,000.00 |
| AIRMOBILE | $800 | 1 | $800.00 |
| WAN/LAN SYSTEM | $4,400 | 1 | $4,400.00 |
| WAN/LAN EQUIPMENT | $2,200 | 0 | $0.00 |
| | **NON-FIRE STATION PACKAGE TOTALS:** | **37** | **$103,200.00** |
| PCMSS & PREMISE MANAGER ADDITIONAL LICENSES | $200 | 17 | $3,400.00 |
| CAD SYSTEM MAINTENANCE | $4.40 | 27,949 | $122,975.60 |
| | | **TECHNICAL SERVICE FEE TOTAL:** | **$319,425.60** |

Final

## III. General Maintenance Fee

| FIRE STATION PACKAGE MAINTENANCE | | |
|---|---|---|
| EQUIPMENT BASE | PER UNIT FEE | GENERAL MAINTENANCE COST |
| 14 | $7,500 | $105,000.00 |
| | | |
| **GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)** | | |
| EQUIPMENT BASE | PER UNIT FEE | GENERAL MAINTENANCE COST |
| 37 | $3,250 | $120,250.00 |
| | | |
| | **GENERAL MAINTENANCE FEE TOTAL:** | **$225,250.00** |

FY2009-10

## IV. Total Dispatch Service, Technical Service, and General Maintenance Fees

The Dispatch Service, Technical Service, and General Maintenance fees for the CITY OF CHANDLER are $1,230,544.06. The City of Phoenix will invoice the CITY OF CHANDLER on a quarterly basis in the amount of $307,636.02.

## V. Initial Technology Investment

Initial Technology Investment fees are estimates for budgeting purposes only. The actual cost of the equipment and labor at the time of installation will be charged. Support costs will be pro-rated for the remainder of the fiscal year and billed. A current estimate should be obtained from the Technical Services Section prior to the start of each project.

| SYSTEM | INITIAL INVESTMENT FEE |
|---|---|
| Fire Station Dispatch Package | $58,500 |
| Temp Fire Station Dispatch Package | $8,500 |
| Mobile Computer Terminal (MCT) /Automatic Vehicle Locator (AVL) combo system | $8,500 |
| AirMobile MCT Update System | $3,500 |
| WAN/LAN Network Equipment | $10,500 |
| Automatic Vehicle Locator (AVL) only | $3,000 |
| PCMSS New License | $240 |
| Premise Manager - Additional Licenses | $1,200 |
| General Labor Hourly Rate for Areas Not Listed/Network Support | $100/Hour |

02-025

106005

# INTERGOVERNMENTAL AGREEMENT FOR THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM

THIS AGREEMENT is made and entered into this 1st of July 2003, by and between the **CITY OF PHOENIX**, hereinafter referred to as **"Phoenix"** and the participating agencies of the **PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM ("System")**, hereinafter referred to as **"Members"** and listed in Appendix "A", of this Intergovernmental Agreement, Titled **"PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM MEMBER AGENCIES"**.

**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; and

**WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies and Fire Districts participating in this intergovernmental agreement, to work together for mutual benefit of our communities, the public and our personnel; and

**WHEREAS**, Members desire to participate in the Phoenix Fire Department regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and

**WHEREAS**, Phoenix desires the participation of Members in the System to more effectively provide emergency fire, medical and other services,

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

## I. Dispatch Service

**A.** Members agree to pay Phoenix an annual fee, each fiscal year, for basic dispatch services based on the total number of dispatches for the previous calendar year as delineated in Exhibit "A" of this agreement.

**B.** As a condition of participation, Members agree to conform to Phoenix Fire Department Communication and Incident Management Procedures (PFD Procedures, Vol. II).

## II. Technical Service

**A.** Members agree to pay Phoenix a Technical Service Fee each fiscal year, consisting of a specific Maintenance portion and a General Maintenance portion.

1. The specific Maintenance portion of the Technical Services Fee is associated with parts and materials for each specific piece of equipment, as delineated in Exhibit "A" of this Agreement.

2. The General Maintenance portion of the Technical Services Fee offsets costs associated with the general maintenance of that equipment and is based on a per unit charge for each piece of equipment in the Equipment Base.

## III. Total Charges

**A.** Exhibit "A" of this agreement, titled "Fees and Charges", lists the total Dispatch and Technical Service Fees for Members. Phoenix will invoice Members annually in accordance with the schedule contained in Exhibit "A". Exhibit "A" will be revised annually, and will become effective on July 1st of each year.

B. In addition to payments described in Subsection A, above, certain other fees associated with the expansion of the **PHOENIX REGIONAL WIRELESS NETWORK (PRWN)** may be applicable, and, if so, will be listed in Exhibit "B".

## IV. Other Items

**A.** Phoenix will provide equipment for additional fire stations or apparatus as required. All new additions to Member's Equipment Base require written notice by October 1st, of the calendar year preceding the fiscal year that the station or apparatus are placed in service. An initial technology investment fee will be charged in accordance with the schedule contained in Exhibit "A"

of this agreement. This fee will cover the installation hardware and all associated equipment.

During the course of this agreement, the underlying technology supporting systems and equipment covered by this agreement may become obsolete. In the case of technology obsolescence, evolution to a newer technology generation will be the subject of addenda to this agreement.

**B.** If Members desire to purchase equipment outside the process above, Members will be assessed a fee equal to 50% of the cost of the initial technology investment for such equipment. Such equipment purchases by Members must comply with the following restrictions:

1. Equipment must be certified by Phoenix to ensure that it is compatible with existing Phoenix systems and infrastructure
2. Members must also purchase a minimum of 10% replacement units and a full allocation of the manufacturers recommended spare parts and provide them to Phoenix
3. Members must provide for any training required to enable Phoenix maintenance personnel to support the equipment
4. Members will be responsible for any costs associated with implementing such equipment on existing or future Phoenix systems or infrastructure

**C.** Other communication equipment, including but not limited to, apparatus radios, portable radios and infrastructure which may be necessary for Member's units to function within the Regional Dispatch system, but are not defined within this agreement, are the sole responsibility of the Member. Purchase and maintenance of such equipment may be facilitated through the auspices of the City of Phoenix Information Technology Department.

**D.** Costs associated with utility company circuits, connections, and monthly services shall be borne by Members.

**E.** Dispatch equipment covered under this agreement that is damaged or rendered unserviceable by Phoenix through improper repair or neglect shall be repaired/replaced at no cost to Members.

**F.** Dispatch Equipment covered under this agreement that is damaged through abuse or misuse by Members will be repaired/replaced by Phoenix at an additional cost to Members. Full costs for such repair/replacement will be borne by Members at a rate determined by Phoenix.

**G.** Members shall not, without the prior written consent of Phoenix and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Members shall not make such items available to others without the same consent.

**H.** Phoenix agrees to provide management information reports to Members that are consistent with Phoenix Fire Department reporting. Costs associated with special information services/reports requested by Members shall be borne by Members.

**I.** It is agreed that in the event that the ongoing nature of this agreement is discontinued, all devices and related equipment not originally purchased by Members, shall be returned as the sole property of Phoenix. Furthermore, Phoenix will not be obligated to reimburse monies already collected as a function of this agreement.

**J.** Phoenix will advise Members of total fees and charges for the coming fiscal year no later than the last day of February of the current year. The new Exhibit "A" will be provided no later than the last day of May of the current year.

**K.** Phoenix agrees to install and maintain Members' geographic database, necessary for processing dispatches in a timely manner. Members agree to provide all geographic database information including timely updates, through their own initiative.

**L.** Liability, occurring as a result of services provided through this agreement, shall be shared by the parties in proportion to the degree of fault.

**M.** Members may discontinue membership in the System at any time prior to April 1st of any calendar year by providing written notice thereof to the Phoenix Fire Chief. Termination pursuant to said notice shall be effective on July 1st of that year. However, Phoenix may terminate this Agreement at any time prior to April 1st of any calendar year by providing written notice thereof to the Members Fire Chief. Phoenix's termination pursuant to said notice shall be only for cause and provided Member, after reasonable notice, has failed to cure its default. Phoenix's termination shall be effective on July 1st of the calendar year that notice is given.

The parties hereto acknowledge that this Agreement is subject to termination by Phoenix and Members, pursuant to the provisions of A.R.S. § 38-511. Termination of this Agreement will, at the same time, render all Automatic Aid Agreements with Members of the system null and void.

For purposes of satisfying ARS 9-461.12c, as relates to the notification of intent to dispose of any real property that is held in common as a result of intergovernmental agreements, there is no real property to be disposed of should this Agreement be terminated.

**N.** Phoenix will provide upon request, a copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for each Members emergency response unit. Additional books shall be purchased through the Phoenix Fire Department Information Services section.

**O.** Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Work performed by any contractor relating to this contract understands and acknowledges the applicability of the IRCA to him. The contractor agrees to comply with the IRCA in performing under this Agreement and to permit Phoenix the ability to inspect its' personnel records to verify such compliance.

**P.** Suppliers performing under this agreement shall not discriminate against any worker, employee or applicant, or any Members of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair labor practice. The supplier will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The supplier further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all Labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Each individual or firm, vendor or supplier, contractor or subcontractor will be given an equal economic opportunity to participate in City business.

The Contractor is eligible to do business with the City by its compliance with the affirmative action requirements of the City Code, Chapter 18, Article IV. The Contractor is responsible for maintaining its eligibility during the life of the contract, and failure to do so may result in termination of the contract.

The attention of all suppliers, lessees, or use permittee is called to Ordinance No. G-881, passed October 8, 1968; Ordinance No. G-1080, passed April 6, 1971; and Ordinance No. G-1121; passed October 5, 1971.

**Q.** No term or provision of this agreement is intended to, or shall, create any rights 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.

**R.** This agreement shall be recorded with the Maricopa County Recorder's Office.

**S.** No term or provision of this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

**T.** The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of 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 in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

**U.** The parties to this agreement hereby agree that other jurisdictions may join the System and be added to the Regional Dispatch System at the sole discretion of Phoenix. New members may be added to this intergovernmental agreement upon approval of their governing body and the filing of its signature page with this agreement at the Maricopa County Recorder's Office.

**V.** This Regional Dispatch System Agreement shall be reviewed by all parties every five years or as deemed necessary.

**CITY OF PHOENIX FIRE DEPARTMENT**
**REGIONAL DISPATCH SYSTEM MEMBER AGENCIES**
**(2003-2004)**

**APPENDIX A to IGA #_____**

| | |
|---|---|
| 1 | Avondale, City of |
| 2 | Buckeye, Town of |
| 3 | Buckeye Valley Fire District |
| 4 | Chandler, City of |
| 5 | Daisy Mtn Fire District |
| 6 | El Mirage, City of |
| 7 | Glendale, City of |
| 8 | Goodyear, City of |
| 9 | Guadalupe, Town of |
| 10 | Peoria, City of |
| 11 | Sun City Fire District |
| 12 | Sun City West Fire District |
| 13 | Sun Lakes Fire District |
| 14 | Surprise, City of |
| 15 | Tempe, City of |
| 16 | Tolleson, City of |

# CITY OF PHOENIX FIRE DEPARTMENT
# REGIONAL DISPATCH SYSTEM
# 2003-2004 FEES AND CHARGES

## EXHIBIT A to IGA #_____

## CITY OF CHANDLER

## I. Dispatch Service

The Dispatch Service fee is calculated at a rate of $8.75 per dispatch based on the total number of dispatches for the previous calendar year. The total number of incidents in calendar year 2002 was 13,626. The dispatch charge for the period of July 1, 2003, through June 30, 2004 is $119,227.50.

| Formula | # Dispatches | Amount Due |
|---|---|---|
| $8.75/Dispatch | 13,626 | **$119,227.50** |

## II. (1) Technical Service

| SYSTEM | EQUIPMENT BASE | PER UNIT FEE | TOTAL FEE |
|---|---|---|---|
| Generation 1 Fire Station Dispatch Package | 5 | $888.00 | $4,440.00 |
| Generation 2 Fire Station Dispatch Package | 2 | $2,000.00 | $4,000.00 |
| Mobile Data Terminal | 0 | $1,428.00 | $0.00 |
| Mobile Computer Terminal | 18 | $2,500.00 | $45,000.00 |
| Automatic Vehicle Location | 18 | $400.00 | $7,200.00 |
| AirMobile MCT Update System | 1 | $2,000.00 | $2,000.00 |
| Computing Infrastructure | 1 | $500.00 | $500.00 |
| PCMSS License/Support | 18 | $260.00/license | $4,680.00 |
| Aerial Photos | (48 SqM) | $40.00/sqM | $1,920.00 |
| **Totals** | **45** | | **$69,740.00** |

### (2) General Maintenance Fee

In FY 2003-04, a general maintenance fee is allocated at $1,000 per piece of equipment. The total equipment base for the Chandler Fire Department is 45. The general maintenance fee totals $45,000.00 in 2003-04.

| Formula | Equipment Base | Amount Due |
|---|---|---|
| $1,000/piece of equipment | 45 | **$45,000.00** |

## III. FY 2003-04 Total Dispatch and Technical Charges

The FY 2003-04 total Dispatch and Technical charges for the Chandler Fire Department are **$233,967.50**. The City of Phoenix will invoice Chandler on a quarterly basis in the amount of $58,491.88.

## IV. Initial Technology Investment

Initial technology investment fees are invoiced on the date ordered by the Chandler Fire Department and charged in accordance with the following schedule:

| SYSTEM | INITIAL INVESTMENT FEE |
|---|---|
| Generation 2 Fire Station Dispatch Package | $20,000.00 + $5,000.00 per Occupied Bay |
| Mobile Computer Terminal | $15,000.00 |
| AirMobile MCT Update System | $14,000.00 |
| RMS/Computing Infrastructure | $5,000.00 |
| Automatic Vehicle Location Equipment | $3,000.00 |
| PCMSS License | $260.00 |
| MDT to MCT 03-04 Credit | $5,000.00 |
| Generation 1 to Generation 2 Fire Station Package Credit | $6,750.00 |

# CITY OF PHOENIX REGIONAL WIRELESS NETWORK
# 800MHz INFRASTRUCTURE PAYMENTS
# 2003-2004

## EXHIBIT B to IGA #_____

## CITY OF CHANDLER

**The following charges apply to the 800MHz Infrastructure Cost Recovery for the 2003-2004 Fiscal Year:**

Chandler has agreed to reimburse the City of Phoenix the sum of $1,309,352.00 as their proportionate share of the infrastructure cost of the Phoenix Regional Wireless Network (PRWN), as agreed to in Amendment 1 to the FY 2001/02 Computer Aided Dispatch (CAD) contract.

Chandler has made a payment of $1,309,352.00 in FY 2003-04. Chandler has a zero balance due.

The table below shows the payment schedule on the balance due for Chandler.

| PAYMENT # | FY DUE | PRINCIPLE | INTEREST | TOTAL PAID |
|---|---|---|---|---|
| 1 | 2003-2004 | $1,309,352.00 | $0.00 | $1,309,352.00 |
| 2 | 2004-2005 | $0.00 | $0.00 | $0.00 |
| 3 | 2005-2006 | $0.00 | $0.00 | $0.00 |
| 4 | 2006-2007 | $0.00 | $0.00 | $0.00 |
| 5 | 2007-2008 | $0.00 | $0.00 | $0.00 |
| 6 | 2008-2009 | $0.00 | $0.00 | $0.00 |
| 7 | 2009-2010 | $0.00 | $0.00 | $0.00 |
| 8 | 2010-2011 | $0.00 | $0.00 | $0.00 |
| 9 | 2011-2011 | $0.00 | $0.00 | $0.00 |
| 10 | 2012-2013 | $0.00 | $0.00 | $0.00 |

SIGNATURE PAGE

JURISDICTION: THE CITY OF CHANDLER

The City of Chandler is authorized by Article I, Section 1.03, of the City Charter to join with other governmental entities by contract for the exercise of its powers and is further authorized by Article I, Section 1.03, of the City Charter to organize and maintain the fire department and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Council of the City of Chandler on December 19, 2003.

CITY OF CHANDLER, a municipal Corporation

CITY OF CHANDLER CORPORATE SEAL ARIZONA

Mayor

ATTEST:

By: Marla Paddock
City Clerk
City of Chandler

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledge: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

By: Dennis M. O'Neill
City Attorney
City of Chandler

SIGNATURE PAGE

JURISDICTION: PHOENIX

The City of Phoenix, is authorized by Chapter II, Section 2(I), of the City Charter to join with other governmental entities by contract for the exercise of its powers and is further authorized by Chapter IV, Section 2, of the City Charter to organize and maintain the fire department and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Council of the City of Phoenix on 3/19, 2003.

CITY OF PHOENIX, a municipal Corporation
FRANK FAIRBANKS,
City Manager

ATTEST:

By: _____
DEPUTY City Clerk
City of Phoenix

By: _____
Alan V. Brunacini, Fire Chief

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the state of Arizona

APPROVED AS TO FORM:

ACTING By: _____
City Attorney, City of Phoenix