

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
COCHISE COUNTY AND THE CITY OF SIERRA VISTA
SUPPORTING THE DEVELOPMENT OF
A REGIONAL JOINT COMMUNICATIONS CENTER FOR COCHISE COUNTY**

WHEREAS, Cochise County ("the County") and the City of Sierra Vista ("the City") have a strong partnership as local governments, with numerous examples of cooperative ventures that serve the best interests of each jurisdiction's citizens; and

WHEREAS, such joint ventures have contributed to more efficient service delivery and cost savings by both governmental entities over the years; and

WHEREAS, the City and the County currently offer 911 service and emergency dispatching to residents of their respective jurisdictions and to its public safety personnel; and both jurisdictions provide similar service to additional governmental entities; and

WHEREAS, the improvement and updating of communications technology has provided an opportunity to explore efficiencies that could be realized by both jurisdictions; and

WHEREAS, a generous benefactor has donated communications equipment and infrastructure to Cochise County over the past five years and has committed additional funds to further improve and enhance efficiencies; and

WHEREAS, Governor Ducey has granted a total of \$1.5 million to Cochise County for the establishment of a Regional Joint Communications Center; and

WHEREAS, together with the partnership of the Cochise County Sheriff, the County and City acknowledge that combining dispatching services into one facility where the City is an active partner in its operation would be beneficial to residents of both jurisdictions and further agree that approval of this MOU will lay the groundwork for a future Intergovernmental Agreement and Operational Agreement by providing a commitment by both organizations to pursue a Regional Joint Communications Center.

NOW THEREFORE, both parties agree to the following:

- A. County and City agree to work together in good faith to identify and resolve all issues associated with the combining of two emergency communications centers into one. Both entities agree that at a minimum, the following issues will be decided jointly:
- 1) Selection of equipment and software utilized within and in support of facility.
 - 2) Approval of building layout, equipment and furnishings.
 - 3) Method, timing and procedures for transitioning equipment, data and personnel.
 - 4) Development of formula for cost sharing and additional service agreements.

- B. County and City agree in principle that the operational expenses of the Regional Joint Communications Center will be shared on a fair and equitable level, and that both jurisdictions will work in good faith to develop a formula agreeable to both entities that recognizes at a minimum scope of responsibility and call load.
- C. County and City agree in principle that other governmental jurisdictions desiring service from the Joint Regional Communications Center will contribute toward the operational expenses on a fair and equitable basis within the parameters of state law, and that any current customers of the City will transition to the new joint facility.
- D. County and City agree that prior to operation, both entities must approve an Intergovernmental Agreement that more specifically outlines the responsibilities and agreements between the two jurisdictions, to include establishment of a joint oversight body that will administer the budget, establish policies, and monitor operations. County stipulates that said IGA will not be approved until such time as the City and the Cochise County Sheriff have developed and agreed to an operational agreement that specifies the day to day operations of the Regional Joint Communications Center. It is expected and understood that such IGA will provide that the County Sheriff will have operational control, with oversight and input by the City, and any other cities that participate in the Regional Communications Center.
- E. City agrees to contribute up to \$250,000 toward the initial establishment of the Regional Joint Communications Center in either cash or purchased goods or services. City also agrees to waive any building permit and inspection fees.
- F. County and City agree that any initial financial impacts to modifying the State Public Safety Answering Point (PSAP) shall be incorporated into the overall project cost, where feasible.
- G. County and City agree that day to day operations will be managed by the Cochise County Sheriff's Office, but that the City shall have authority to negotiate specified service levels and methods as they relate to City personnel and residents.
- H. County authorizes the County Administrator or his designee, and City authorizes the City Manager or his designee to represent each jurisdiction in the oversight, negotiation, and implementation of the Regional Joint Communications Center, to include resolution of issues not specifically identified in this MOU.

This MOU shall take effect on the date it is entered into below. It shall remain in effect unless terminated by either party, or superseded by an Intergovernmental Agreement as specified in Section D.

Executed on the dates specified by each jurisdiction:

BY: COUNTY OF COCHISE

APPROVED _____ day of May, 2016

Richard Searle
Chair, Board of Supervisors

BY: CITY OF SIERRA VISTA

APPROVED _____ day of May, 2016

Frederick W. Mueller
Mayor

ATTEST:

By: _____
Arlthe Rios
Cochise County Clerk of the Board

By: _____
Jill Adams
Sierra Vista City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED BY THE
LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

APPROVED:
COUNTY OF COCHISE

APPROVED:
CITY OF SIERRA VISTA

By: _____
Britt Hanson, Chief Civil Deputy
Cochise County Attorney

By: _____
Nathan Williams, City Attorney