INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION AND GILA COUNTY SHERIFF'S OFFICE

Pursuant to A.R.S. § 11-951, *et seq.*, this Intergovernmental Agreement ("Agreement") is made this ____ day of October, 2010, between the State of Arizona, by and through the Arizona Game and Fish Commission ("Commission") and Gila County Sheriff's Office (collectively "Parties" and singularly "Party").

WHEREAS the Commission has statewide responsibility for administering the watercraft law enforcement and recreational boating safety programs on the state level;

WHEREAS, the Gila County Sheriff's Office has primary responsibility for recreational boating safety and related enforcement on navigational waterways within Gila County, specifically Roosevelt Lake;

WHEREAS, the Parties desire to provide effective and adequate enforcement of laws relating to recreational boating safety on Arizona's waterways; and

WHEREAS, the Commission has authority under A.R.S. § 5-311(A)(7), to make agreements with other entities for recreational boating safety and related law enforcement;

WHEREAS, the Gila County Sheriff's Office; John R. Armer, Gila County Sheriff has authority under A.R.S. § 11-441, 11-951 *et seq.*, and A.R.S. § 5-391 to enter into this agreement with public agencies for recreational boating safety and related law enforcement pursuant to A.R.S. § 11-952; and

WHEREAS, this Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law;

NOW, THEREFORE, the Parties agree to provide effective and adequate recreational boating safety and related law enforcement on Arizona's waterways as follows:

1. Obligations of the Commission. Pursuant to its authority under A.R.S. § 5-311(A)(7), the Commission shall direct the Arizona Game and Fish Department ("Department") to:

   A. Provide funding to the Gila County Sheriff's Office in the amount of **$110,000** for the sole purpose of supporting those recreational boating law enforcement activities set forth in paragraph 1(B) below.

   B. Funding shall be provided solely to ensure emergency medical services (EMS) and critical incident response capabilities to include the following eligible recreational boating safety law enforcement activities:

      i. Regular salary or straight time for officers, phlebotomists, medical support units or transport officers while working watercraft details and patrols.
      ii. Overtime for officers, phlebotomists, medical units or transport officers while working watercraft details and patrols.
      iii. Watercraft patrol boat maintenance.
      iv. Associated boating safety enforcement equipment maintenance.

2. Obligations of Gila County Sheriff's Office. The Gila County Sheriff's Office shall:

   A Use funds provided under this Agreement solely for the purposes set forth in paragraph 1(B) above and for no other purpose.

3. Termination Generally. Gila County Sheriff's Office may terminate this Agreement upon thirty (30) days written notice to the Department. Upon such termination, the Parties agree that Gila County Sheriff's Office shall return to the Department all unspent monies deposited for use under this Agreement.

4. Termination for Unauthorized Use of Funds. If Gila County Sheriff's Office uses any funds received under this Agreement for purposes not authorized in paragraph 1(B) above, then the Parties agree that the Commission at its sole discretion may immediately terminate this Agreement by providing written notice to Gila County Sheriff's Office. Upon such termination, the Parties agree that Gila County Sheriff's Office shall immediately return to the Department (1) any and all unspent funds provided under this Agreement, **and** (2) any and all funds provided under this Agreement that were used for purposes not authorized in paragraph 1(B) above.

5. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

   A. For the Commission or the Department:
   Kevin Bergersen, Boating Law Administrator
   5000 W Carefree Highway
   Phoenix, Arizona 85086

   B. For Gila County Sheriff's Office:
   Claudia J. DalMolin, Bureau Commander
   1100 South Street
   Globe, AZ 85501
   P.O. Box 311
   Globe, AZ 85502

6. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

7. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

8. Effective Date and Duration. This Agreement shall not become effective until signed by all Parties hereto and filed with the Arizona Secretary of State. This Agreement shall expire on September 30, 2011. The Parties agree that Gila County Sheriff's Office shall immediately return any and all unspent funds to the Department upon expiration of this Agreement.

9. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

10. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

11. Termination for Non-Availability of Funds. In addition to the Commission's termination rights as set forth above, every payment obligation of the Commission under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funding for this Agreement becomes unavailable, then this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Commission shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

12. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

13. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the parties and filed with the Arizona Secretary of State.

15. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

16. Illegal Immigration: The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

GILA COUNTY SHERIFF'S OFFICE

John R. Armer

John R. Armer
Gila County Sheriff

[Date]

ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

10-13-10
[Date]

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

James Odenkirk
Arizona Attorney General's Office

Attest:

~~Steve L. Besich~~ Don McDaniel
County Clerk / Manager

Board of Supervisor, Chair