

**GILA COUNTY SHERIFF'S OFFICE MULTI-AGENCY  
PUBLIC SAFETY DIVE TEAM  
MUTUAL AID AGREEMENT**

Pursuant to the authority granted in A.R.S. § 13-3872 and §11-952, Gila County, by and through the Sheriff of Gila County, hereby enters into this agreement with the police department of the participating municipality for the purpose of establishing and operating a multi-agency Public Safety Dive Team

Definitions.

1. Commander means the person designated by the Sheriff to command the Public Safety Dive (PSD) Team, during Team training or Team operations.
2. Department means a police or fire department in a city or town incorporated in Gila County, Arizona or a Native American Community or Reservation in Gila County, Arizona.
3. Officer means a deputy sheriff or police officer certified by the Arizona Peace Officers Standards and Training Board (POST).
4. Party means Gila County, or any city or town participating in this agreement.
5. GCSO means the Gila County Sheriff's Office.
6. Sheriff means the Gila County Sheriff or his designee.
7. GCSO Team means the Gila County Sheriff's Office multi-agency Public Safety SCUBA Dive team.
8. Users Group means the Gila County Sheriff's Office, Sheriff and the chief of police or fire chief of each department then participating in this Mutual Aid Agreement, or that agency's designee.

Duration and Termination.

This GCSO Team mutual aid agreement shall be in duration for a period of ten years from the date of signature of the last to sign of the Parties entering into this agreement. The agreement shall be automatically renewed for like periods unless otherwise terminated in writing. Either party to the agreement may terminate its participation in the agreement by giving the other Party thirty days' written notice of its intent to terminate participation. However, periodic or temporary withdrawal of an officer or officers from participation shall not constitute termination.

Purpose.

The purpose of this agreement is to provide an appropriate law enforcement response by a team of officers having specialized training, skills, abilities, resources and operational tactics required in extraordinary situations, as determined by the Sheriff and/or chief of any Department in Gila County.

Control and Supervision.

The Users Group shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the GCSO Team, and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the GCSO Team's function or operations.

By written appointment, the Sheriff, or the Sheriff's designee, shall appoint the GCSO Commander from among Arizona POST certified GCSO employees. Upon advice of the GCSO Commander, Sheriff may decline, refuse, or revoke the participation of an individual officer's membership in the GCSO Team in his sole discretion. The GCSO Commander shall direct and supervise all team member selection, training and operational activities during actual GCSO Team activities or operations.

Responsibility for Damages.

Each Party shall be responsible and liable for damages caused by the acts or omissions of its officers during that Party's participation in the GCSO Team, and/or during the course of rendering mutual GCSO Team law enforcement assistance, and otherwise, as provided by law, including damages arising out of the direction and supervision under this agreement.

Insurance and Indemnification.

Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance, comprehensive liability insurance for itself, its law enforcement officers, and other employees with limits of not less than \$2,000,000.00 per occurrence or claim and shall furnish Sheriff with certificates from the insurance carriers (or Risk Management Office if issued by governmental unit) evidencing such coverage and stating that the insurance carriers (Risk Management) will not cancel the policies or change insurance limits or fail to renew the policies without giving the Sheriff at least thirty (30) days advance written notice. In the event that litigation is initiated by a third party against any Party, it is hereby agreed that no Party will resolve or take action in that litigation which is detrimental to the position of any other Party except when such other Party's position is in direct violation of the law, provided that any Party may argue that the other Party is liable for the damages claimed by the third party. In addition to any insurance coverage required by this agreement, each Party agrees that it will be solely responsible for and will assume sole liability for its Officer's acts or omission of any kind, while performing any service or activity under this agreement. In the event that a claim is made against any Party by a third party for acts or omissions of any kind, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of worker's compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

Each Party (as indemnitor) agrees to indemnify, defend and hold harmless the other Party or Parties (as indemnity) from and against all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnity, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its Officers assigned to the GCSO Team.

Equipment.

Each Party will assure that its participating GCSO Team Officers are supplied with or issued the equipment specified in GCSO Team training and certifications.

Finances.

Each Party agrees to pay the salary, ERE, overtime, equipment, transportation and other expenses required for its Officer's participation on the GCSO Team. Grant funding, when available, may be used to finance the GCSO Team training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant distribution to the GCSO Team.

Notices.

Any notice required to be given in writing shall be made by regular mail sent to the other Party's regular business mailing address and shall be deemed made on the date of mailing.

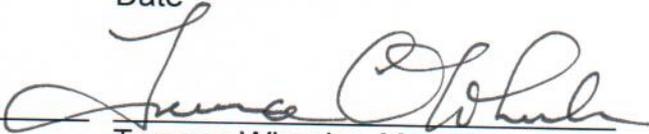
Entire Agreement.

This agreement constitutes the entire agreement between GCSO, Sheriff and each Department, and may not be modified except by written addendum.

\_\_\_\_\_  
Date

10/2/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Gila County  
Board of Supervisors

  
\_\_\_\_\_  
Terence Wheeler, Mayor

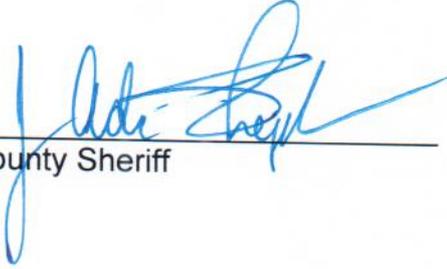
\_\_\_\_\_  
Deputy County Attorney/Civil Bureau Chief,  
Bryan Chambers

  
\_\_\_\_\_  
City Attorney, William Sims

Attest:

Clerk

Gila County Sheriff

A handwritten signature in blue ink, appearing to be "John Adams", written over a horizontal line.

Attest:

Clerk

A handwritten signature in blue ink, appearing to be "Sally Selgan", written over a horizontal line.