

INTERGOVERNMENTAL AGREEMENT NO. 050215
BETWEEN
GILA COUNTY
AND
CITY OF GLOBE
LAW ENFORCEMENT AND FIRE PROTECTION DISPATCH SERVICES

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the City of Globe, a municipal corporation of Arizona, hereinafter referred to as "City", and hereinafter referred to jointly as "Parties".

RECITALS

WHEREAS, the City is the primary law enforcement agency charged with the duty to provide law enforcement services to the lands under its jurisdiction; and

WHEREAS, the City provides fire protection services to the lands under its jurisdiction; and

WHEREAS, the City requires the provision of law enforcement and fire protection dispatch services; and

WHEREAS, the County, through the Gila County Sheriff's Office (hereinafter, the "Sheriff's Office"), desires to provide law enforcement and fire protection dispatch service to the City; and

WHEREAS, the Parties are authorized pursuant to ARS §11-952, to enter into agreements for joint or cooperative action.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

The purpose of this Intergovernmental Agreement is to define the terms upon which Gila County through the Gila County Sheriff's Office will provide dispatch services to the City.

2. Term and Renewal

A. Initial Term. This Intergovernmental Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction. The initial term shall be for one year from the effective date.

- B. Automatic Renewal. Upon the expiration of the Initial Term, this Intergovernmental Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter, for a period not to exceed three (3) years, unless either Party provides written notice to the other Party on or before forty-five days prior to the expiration of the then current term, stating the Party's intent not to renew this Intergovernmental Agreement upon the expiration of the applicable term.

3. Dispatch Services to be Provided by Gila County

Gila County through the Gila County Sheriff's Office will provide dispatch services to the City during the term of this Intergovernmental Agreement. The dispatch services to be provided to the City shall be in substantial conformance with the dispatch services provided for the Gila County Sheriff's Office, except that dispatch services shall also be provided to the City for the City fire protection and enforcement of City laws, as well as the enforcement of applicable federal and state laws, within the City. Gila County will provide on-going training on the use of the dispatch system to the City, in conformance with the regular training schedule provided to officers of the Gila County Sheriff's Office.

With respect to the County's obligation to provide dispatch services pursuant to this Intergovernmental Agreement, the Parties understand and agree:

- a. Gila County will provide dispatch services in a manner consistent with dispatch services being provided to the Gila County Sheriff's Office law enforcement officer.
- b. Gila County will supply dispatching, telephone answering and paging services to the City through its two-way radio communication dispatch center located at the Gila County Sheriff's Office. The County's obligation to provide dispatch services is expressly limited to the continuation of Dispatch positions (as allotted by the County's Board of Supervisors), and the ability to employ Dispatchers. If the County Board of Supervisors reduces the allotment of Dispatch positions, such reduction shall be allocated in a manner that complies with Section 3.a of this Intergovernmental Agreement.
- c. The City shall provide the County with the phone numbers required for dispatching, answering and paging services. When a telephone call arrives at the dispatch center, the County shall contact the City for emergency law enforcement, fire, or medical services. The County shall provide these services twenty-four hours per day, seven days a week.
- d. During a call, Gila County shall receive and log all communication from the Globe Police Department and Globe Fire Department.
- e. Gila County will provide dispatch services which includes law enforcement information from the NCIC/ACJIS system (in conformance with NCIC/ACJIS guidelines) and local jurisdictions, including Gila County and other local jurisdictions.
- f. Gila County will provide dispatch services to the City which includes law enforcement information for the enforcement of the City's civil and criminal law and ordinance code.

- g. Gila County will provide 911 dispatch services to the City for the City limits and will dispatch 911 calls made for the City to the Globe Police Department and Globe Fire Department.
- h. Gila County agrees to receive and record the City's warrant information, and Gila County agrees to keep a record of such warrant information within the dispatch system, to be available to the City as part of the dispatch services provided.
- i. The City agrees to use its best efforts to keep the City's warrant information current and the City will report regularly to the County regarding updates to the warrant information.
- j. The City will maintain current MSAG/911 addresses and Gila County will establish GEO file addressing and mapping for the City, if not already established.
- k. Gila County will provide training to the City regarding the use of the dispatch services in a manner consistent with the training being provided to the Gila County Sheriff's Office law enforcement officers.

4. Compensation

In consideration for providing the agreed upon dispatch services, the City agrees to pay Gila County an annual amount of \$ 246,462.00.

5. Billing

- A. Gila County will invoice the City an amount of \$246,462.00, in twelve monthly payments in the amount of \$20,538.50, due on the thirtieth day after receipt of the invoice for services of the Intergovernmental Agreement, and the same day of each succeeding month thereafter for the term of this Intergovernmental Agreement, for dispatch services to be provided under this Intergovernmental Agreement.
- B. In the event the City fails to pay any payment required hereunder, Gila County may cease to provide dispatch services to the City or terminate this Intergovernmental Agreement after giving thirty (30) days notice of its intention to terminate or cease providing services.

6. Obligations

Gila County shall have no obligation to provide dispatch and training services pursuant to this Intergovernmental Agreement after its expiration, termination or non-renewal. In such event, the City shall have no further obligation to Gila County, except for the payment to Gila County of any amounts then owing.

7. Indemnification

To the fullest extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party and the other Party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Agreement, to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent or willful acts or omissions of the indemnifying party.

8. Non-Discrimination

The Parties to this agreement shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties and responsibilities pursuant to this Intergovernmental Agreement.

9. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, when acting under this Intergovernmental Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Intergovernmental Agreement shall apply, but do not require an amendment.

10. Termination

- A. This Intergovernmental Agreement may be terminated by either Party for any reason by providing at least 180 days written notice to the other party.

- B. Either Party may terminate this Intergovernmental Agreement for a material breach *provided that* the non-breaching Party provides at least thirty (30) days written notice to the other Party of its intent to terminate the Intergovernmental Agreement, *via* hand-delivery or certified mail, return receipt requested, and allows at least twenty (20) days from the date of receipt of the notice to cure the alleged breach.

11. Notices and Contact List

All notices or demands upon any party to this Intergovernmental Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Globe

City of Globe
Attn: City Manager
150 N. Pine Street
Globe, Arizona 85501

Gila County

Gila County
Attn: County Manager
1400 E. Ash Street
Globe, AZ 85501

12. No Third Party Beneficiaries

Nothing in this Intergovernmental Agreement is intended to create duties, obligations to, rights or remedies in third parties not Parties to this Intergovernmental Agreement.

13. Standard of Care

Nothing in this Intergovernmental Agreement is intended to affect the legal liability of either Party to the Intergovernmental Agreement by imposing any standard of care different from the standard of care imposed by applicable law.

14. Jurisdiction

Nothing in this Intergovernmental Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

15. Conflict of Interest

This Intergovernmental Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

16. Severability

If any provision of this Intergovernmental Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

17. Assignment

It is hereby agreed by the Parties that there will be no assignment or transfer of this Intergovernmental Agreement, nor of any interest in this Intergovernmental Agreement.

18. Entire Agreement

This document constitutes the entire Intergovernmental Agreement between the Parties pertaining to the subject matter hereof. This Intergovernmental Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Intergovernmental Agreement has been executed.

19. Workers Compensation

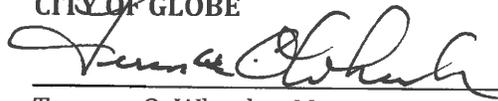
For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific Intergovernmental Agreement, is deemed to be an employee of both the party who 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 workers' 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.

IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 050215, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

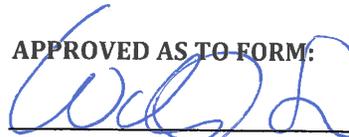
Michael A. Pastor, Chairman of the Board

CITY OF GLOBE



Terence O. Wheeler, Mayor

APPROVED AS TO FORM:



William J. Sims, City Attorney

Adam Sheppard, Gila County Sheriff

ATTEST:

Marian Sheppard, Clerk of the Board

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Deputy County Attorney/Civil Bureau Chief acknowledges that he has reviewed the above Intergovernmental Agreement on behalf of the Gila County Sheriff's Office and 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:

Bryan B. Chambers, Deputy County Attorney/
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney