

INTERGOVERNMENTAL AGREEMENT NO. 041015-1
BETWEEN
GILA COUNTY
AND
TOWN OF STAR VALLEY
LAW ENFORCEMENT SERVICES



THIS AGREEMENT is made and entered into effective this 17th day of November, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Star Valley, a municipal corporation of Arizona, hereinafter referred to as "Town".

RECITALS

WHEREAS, the County, through the Gila County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services primarily in the unincorporated areas of Gila County including the areas surrounding the corporate boundaries of the Town; and

WHEREAS, the Town wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries; and

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; 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. **Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To furnish law enforcement services commensurate with the level as was historically provided to the Town prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.
 - b. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.
 - c. To be responsible, except as expressly provided herein, for all payment of all costs of providing law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries/benefits, support/administrative services, capital equipment and facilities, supplies and vehicle operating costs.

2. **Service Standards.** With respect to the County's obligation to provide law enforcement services pursuant to this Agreement, the parties understand and agree:

- a. That the County's obligation to provide law enforcement services is expressly limited to the continuation of Deputy Sheriff positions (as allotted by the County's Board of Supervisors), and the ability to employ Deputy Sheriffs. The deployment of personnel in the manner provided herein is subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement;
- b. That, by agreeing to provide law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits;
- c. That officers assigned to patrol areas pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits (however, any calls originating in the Town's corporate limits will be included in determining call priority);
- d. That the County will not participate in any way with the Town's Photo Enforcement Program;
- e. And, that the County will not provide services for the enforcement of the Town's adopted codes except for occasions when there is concern for the safety of a Town official; in such cases, a request may be made for accompaniment by a Sheriff's Office deputy to preserve the peace.

3. **Payment for Services.**

- a. In consideration for the County's agreement to provide law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the Town agrees to pay the annual sum of Three Hundred, Eighty-three Thousand, Two Hundred Seventy-three dollars and no/100's (\$383,273). The cost is calculated as shown on the attached Law Enforcement Contract Proposal Worksheet (the cost may require an increase in subsequent renewals to reflect increases in the Sheriff's costs, as outlined in the Worksheet, and shall be subject to annual review). Payment shall be made in two (2) equal installments of One Hundred Ninety-one Thousand, Six Hundred Thirty-six dollars and fifty cents (\$191,636.50), with each installment to be due and payable no later than the last day of the second and fourth fiscal quarters (December and June).
- b. In addition to the contract costs outlined above, the Town agrees to pay actual costs incurred in response to any single major criminal investigation or other unforeseen unplanned event by Sheriff's Office personnel in excess of a total initial deployment of one hundred (100) man-hours. These costs will be billed in accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled bi-quarterly installment payment date.



- c. The cost of the additional personnel requested by Town leadership for planned events shall be negotiated at the time requested.
4. **Term of Agreement; Renewals.** The term of this agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016.
5. **Indemnification and Insurance.** The County shall save, hold harmless and indemnify the Town, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the County, its officers, employees or agents pursuant to this Agreement. The County shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the Town from claims, damages or other losses as described in this Section.

Additionally, the Town shall save, hold harmless and indemnify the County, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the Town, its officers, employees or agents pursuant to this Agreement. The Town shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the County from claims, damages or other losses as described in this Section.

6. **Workers Compensation.** During work on this Intergovernmental Agreement, employees of both the Town and the County staff shall maintain their status respectively as Town or County employees, but shall perform under the direction and authority of either the County or Town as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. §23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. §23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party; said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.



- 10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
- 11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
- 12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the parties hereto.
- 13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Star Valley: Town of Star Valley
 Town Manager
 3675 E. Highway 260
 Star Valley, AZ 85541

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

With copy to: Gila County Sheriff's Office
 P.O. Box 311
 Globe, AZ 85502

These addresses may be changed by either party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

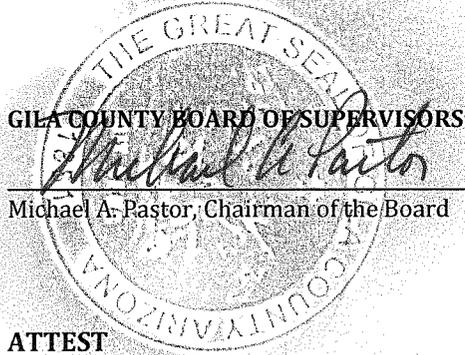
- 14. **Recording.** This Agreement shall be recorded in the Office of the Gila County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to A.R.S. §11-952(G), and shall become effective upon such recordation.
- 15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.



16. **Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
17. **Finances and Budgetary Matters.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.



IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 041015-1, 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
Michael A. Pastor, Chairman of the Board

TOWN OF STAR VALLEY

Ronnie O. McDaniel
Ronnie O. McDaniel
Mayor

ATTEST

Laine J. Kline, Deputy Clerk
for: Marian Sheppard, Clerk of the Board

ATTEST

Lois Johnson
Lois Johnson, Town Clerk
Town of Star Valley

APPROVED AS TO FORM

Jefferson R. Dalton
Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

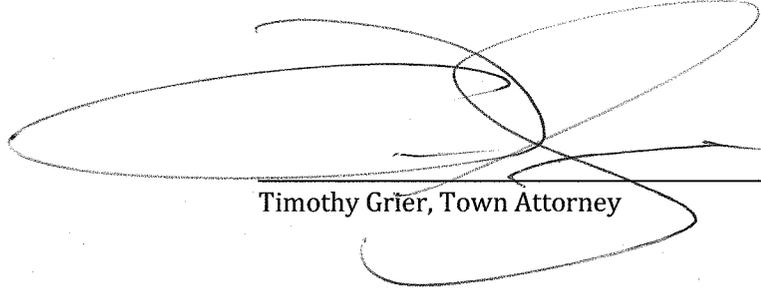
APPROVED AS TO FORM

Timothy Grier
Timothy Grier, Town Attorney



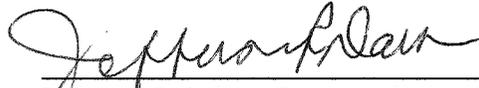
DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Star Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Star Valley.



Timothy Grier, Town Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Gila.



Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

**Town of S
 Gila County SI
 Law Enforcement Contract Proposal Worksheet
 For Gila County Fiscal Year 2015-2016**

Total Number of Patrol Beats to be Provided	50
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Personnel Services

Classifications	Number of Personnel	Average Hourly Rate	Average Hourly with ERE	Annual Hours	Annualized Costs pre-ERE	Annualized Costs with-ERE
Patrol Deputies	2.50	\$18.88	\$25.10	2080	\$98,158.67	\$130,538
Detectives	0.41	\$22.92	\$30.48	2080	\$19,505.91	\$25,940
Sergeants	0.63	\$22.71	\$30.21	2080	\$29,528.91	\$39,269
Lieutenant	0.17	\$31.57	\$41.98	2080	\$10,944.27	\$14,554
Total Staff Costs					\$158,138	\$210,302

Manpower Allocation Factor		FTE Staffing Requirements	
24 hour/7 day post	5.00 FTE Employees	0.66 Detectives	1 Beat
8 hour/7 day post	1.75 FTE Employees	1.00 Sergeant for	4 Deputies
8 hour/5 day post	1.24 FTE Employees	1.00 Lieutenant for	15 Deputies/Sgt's

Special Pay	FY 2007 Deputy/Dispatch OT Hrs	Avg. Sal. All	Pre-ERE Total	Annual w/ERE
Overtime	10,744	\$19.70	\$17,634	\$23,450
Total Personnel Services			\$233,752	

Administration

Administration Cost	Administration Cost includes General Services/Administrative salaries minus a jail operation factor of 0.38 Sheriff's Salary omitted			
Administration Cost	Total Salaries \$358,866	Per Beat \$59,811	Total pre-ERE \$29,906	
Total Administration Cost				\$39,770

Supplies, Services, Rent and Maintenance

Supplies	Supply cost is based on total Field Services/Administrative supply and maintenance (jail removed)			
Uniform Allowance	Uniform allowance is based on \$600.00 times patrol deputies, detectives and sergeants			
Total cost for supplies	\$85,635			
Per Beat	\$14,273			
Uniform Allowance/Deputy	\$600			
Total FTE's (P, D, S)	\$3.53			
Uniform Allowance Total	\$2,121			
Total Supply Costs				\$9,257

Vehicle Costs

Vehicle and Equipment	Based on full mileage rate charged by the Gila County Shop Multiplied by number of estimated miles		
	Per Mile Shop Rate	Estimated Annual Miles	
Mileage (Shop) Rate	\$0.585	82,188	
			Pre-Admin Cost
Total Vehicle and Equipment Costs			\$24,040

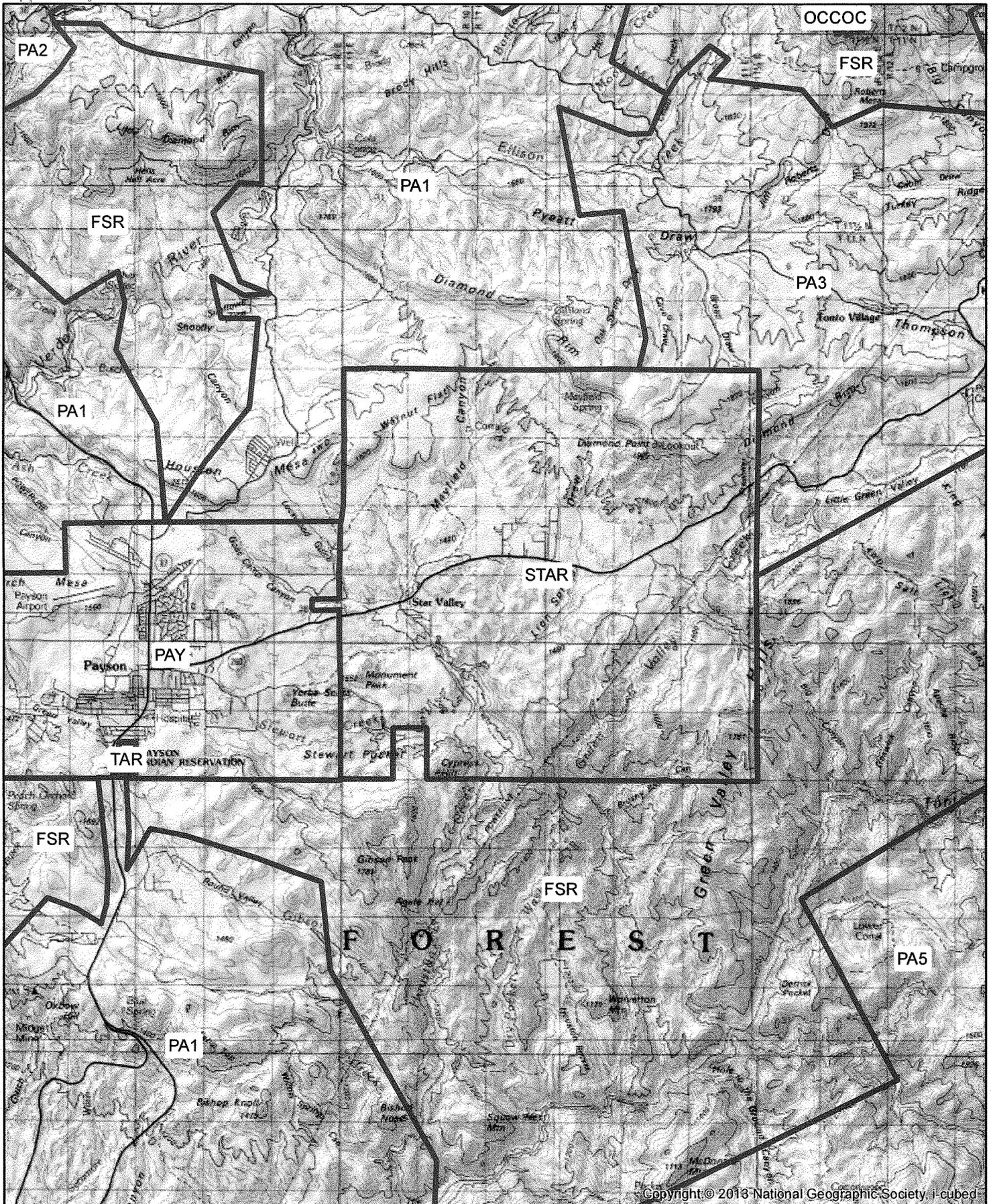
Communications

Communications	Based on the amount of paid dispatch positions (Minus Grant Funded)			
Communications Salaries	Total Salaries	Per Beat	Total pre-ERE	Total W/ERE
	\$268,986	\$44,830.93	\$22,415	
Total Communications Costs				\$29,810

Total Administration, Supplies, and Communication	\$102,876
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Gila County Applied Administrative Overhead Actual Costs (Ins/Acc. 18.5% applied to pre-Adm Salaries and Vehicles)	Pre-Adm Salaries \$252,132	\$46,644
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Total Contract Costs	\$383,273
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ATTACHMENT 2

STAR VALLEY/GILA COUNTY IGA NO. 041015-1 SCOPE OF SERVICE

1. Ancillary Services

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Gila County Sheriff's Office shall provide the following ancillary services:

- Canine unit (as available)
- Special Response Unit (as provided through mutual aid agreements with other agencies)
- Mobile command post availability
- Animal Control Services (only as provided by State statute and County ordinances as applicable)
- Search and Rescue Services

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriff's Office Patrol Area 1, prior to the Town's incorporation and are not subject to enhancement unless expressly provided herein.

2. Support Services

In addition to the Sheriff's Patrol Services and Ancillary Services as provided in this Agreement or attachments thereto, the County through the Gila County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary services at the levels specified herein:

- First-line and command level supervision, including administrative oversight.
- Crime investigations
- Dispatch services
- Clerical services and supplies (with respect to records kept on law enforcement incidents occurring in the Town via the Sheriff's Office computer database)
- Patrol vehicles to include payment of all costs of operation