INTERGOVERNMENTAL AGREEMENT NO. 033116
BETWEEN
GILA COUNTY
AND
TOWN OF STAR VALLEY
LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, 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 services or 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 developed during the parties previous IGA No. 041015-1.

   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 and benefits, support and administrative services, capital equipment, 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 sums as follows: FY2016-17 - $383,273; FY2017-18 - $403,557; FY2018-19 - $423,842; FY2019-20 - $444,127. The cost is calculated based upon the attached Law Enforcement Contract Proposal Worksheet for FY2015-16. Payment shall be made each year in two (2) equal installments equal to one half (1/2) of the annual cost, with each installment 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 <u>single major criminal investigation or other unforeseen unplanned event</u> 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, 2016 and shall terminate on June 30, 2020.

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. Upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.

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. 033116, 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

7-19-16

J. Adam Shepherd, Sheriff Gila County

TOWN OF STAR VALLEY

Ronnie O. McDaniel
Mayor

ATTEST

Marian Sheppard, Clerk of the Board

ATTEST

~~Lois Johnson,~~ Town Clerk
Town of Star Valley

APPROVED AS TO FORM

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

APPROVED AS TO FORM

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