

PLEASE RETURN A
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CLERK OF THE
BOARD'S OFFICE –
M. HEATHERLY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY
AND
GILA COUNTY
FOR MEDICAL EXAMINER SERVICES**

This Intergovernmental Agreement (the “**Agreement**”) is entered into this 2nd day of July, 2025 by and between **PINAL COUNTY**, a political subdivision of the State of Arizona on behalf of the Pinal County Medical Examiner’s Office (“**Pinal**”) and **GILA COUNTY**, a political subdivision of the State of Arizona (“**Gila**”) for the provision and acquisition of medical examiner services from the Pinal County Medical Examiner’s Office (“**PCMEO**”). **Pinal** and **Gila** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal and Gila may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*;

WHEREAS, pursuant to by A.R.S. §§ 11-591 *et seq.* Pinal has established the PCMEO, which includes personnel qualified and appointed to perform the duties of the Office;

WHEREAS, Gila has determined that the appointment of a full-time and full-service Gila County Medical Examiner staff is not practical, and therefore desires to utilize the PCMEO for these services on an as-needed / as-requested basis for Gila deaths that would otherwise satisfy A.R.S. § 11-593, that occur within the geographical boundaries and statutory jurisdiction of Gila County;

WHEREAS, the Parties desire to efficiently utilize available resources in providing necessary medical examiner services and it is economically efficient for the Parties to provide/acquire medical examiner services on this basis; and

WHEREAS, Pinal and Gila desire to enter into the Agreement whereby the physician(s) employed by Pinal as a medical examiner will provide Pinal medical examiner services for and on behalf of the Gila.

NOW THEREFORE, Pinal and Gila, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of Medical Examiner services by Pinal to Gila, and to address legal and administrative matters among the parties.

2. DEFINITIONS. Terms defined and/or utilized in A.R.S. §§ 11-591 *et seq.* carry the same use and meaning when used in this Agreement, unless expressly otherwise provided in this Agreement.

A. “Gila County Death” as herein discussed shall mean deaths and/or decedents falling within Gila County’s jurisdiction as provided under governing law (I.E. A.R.S. §§ 11-591 *et seq.*). Notwithstanding the preceding example, the determination of whether a particular incident or investigation is considered a Gila County Death shall be made by the proper authorities on a case-by-case basis.

3. TERM, TERMINATION, AND RENEWAL

- A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of July, 2025 and shall remain in effect until the 30th day of June, 2026.
- B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
- 4. C. Either Party to this Agreement may request a renewal of this Agreement, for subsequent one-year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, unless terminated early as provided above, this Agreement may be automatically renewed for up to three (3) subsequent one-year terms. **MUTUAL OBLIGATIONS**

A. Under this Agreement Pinal agrees to:

- 1. Provide the services of PCMEO to Gila according to the terms in the Cost Schedule (attached hereto as **Exhibit "A"**) and pursuant to A.R.S. §§ 11-591 *et seq.*
- 2. Except for services provided by fellows, residents, or students training under the supervision of Pinal's staff, assure that physicians performing under this Agreement are performed by Pinal staff qualified pursuant to A.R.S. §§ 11-591 *et seq.*
- 3. Fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians.
- 4. Provide 24-hour staff availability for consultation with the Gila designated personnel.
- 5. Perform postmortem examinations in a timely fashion.
- 6. When necessary, provide forensic pathologist or otherwise qualified staff to testify in court on investigations (or portions thereof) performed by Pinal.
- 7. Some or all of the following service tasks may be performed, based upon the Pinal County Medical Examiner's determination of need for each case:
 - a. Investigative Services, under the sole discretion of Pinal when deemed necessary and/or otherwise appropriate by Pinal. Investigative Services may include, for example: initial response to call/scene; photographic, electronic, and/or written documentation of scene; interview necessary parties/witnesses; evidence collection; preliminary examination of decedent; preparation of decedent for transport; and transportation of decedent.

It should be noted that Pinal may decline performance of on-scene investigative services in cases that *do not* involve: In-Custody Deaths, Officer Involved Shootings, or are otherwise deemed High Profile under the circumstances. In the event that Pinal declines performance of on-scene investigative duties, the local law enforcement agency that has assumed primary jurisdiction will be responsible for obtaining all pertinent scene and investigative findings and will be required to report said findings telephonically to Pinal County Medical Examiner staff prior to removal of the body from the scene.

- b. Prepare body for examination.
- c. Take photographs of decedent.
- d. Take fingerprints of the decedent.
- e. Take x-rays of decedent, if necessary.
- f. Prepare microscopic slides, if necessary.
- g. Prepare documents required for court testimony.
- h. Collect evidence, if necessary.

- i. Obtain specimens for possible toxicology testing.
 - j. Provide a complete and detailed examination report for each individual case.
- 8. Maintain secure records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain, but is not limited to, the following information:
 - a. Communications with law enforcement or other agencies;
 - b. Any autopsy or examination report;
 - c. Microscopic slides;
 - d. Photographs of the decedent, if any;
 - e. Fingerprints of the decedent;
 - f. X-rays of the decedent, if any;
 - g. Past medical history of decedent, if any;
 - h. Narrative entries of any other informational aspects concerning decedent, if any;
 - i. Record of electronically signed death certificate.
- 9. Provide copies of attendant reports and/or other supporting documentation to Gila, within 90 days after completion of each investigation performed for the Gila. Gila acknowledges and agrees that each investigation is unique and therefore investigation completion times will vary depending on the circumstances of each investigation.
- 10. Provide billing/invoice documentation to Gila as necessary in accordance with **Exhibit "A"**.
- 11. Perform other duties related to this Agreement, that may include, but are not necessarily limited to, the following:
 - a. Signing death certificates for cremation authorization;
 - b. Authorize anatomical gifts;
 - c. Provide information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons.

B. Under this Agreement Gila agrees to:

- 1. Be primarily responsible for scene management, subject to any necessary direction provided by PCMEO.
- 2. Timely report deaths to Pinal for which medical examiner services will be requested. Death reports should be made telephonically to the PCMEO prior to removal of the body from the scene and should include sufficient detail needed to assist the assigned pathologist with the determination of cause and manner of death
- 3. Be primarily responsible for on-scene investigation of cases including, but not limited to, scene/decedent photography and collection of evidence, subject to any necessary direction provided by PCMEO. Photographs should be taken prior to removal of the decedent and prior to alteration of the scene.
- 4. Timely provide photographs to PCMEO prior to any post-mortem examination via electronic transmission or CD.
- 5. Make any and all necessary evidence available to PCMEO upon request.
- 6. Cooperate with Pinal in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: facilitating access to scenes, locations and property; and collection of remains and other necessary and appropriate items and evidence.

7. Provide and maintain scene access, perimeter and security for Pinal personnel and Pinal property for each Pinal ME services incident/event located within the boundaries of Gila County.
 8. Pay Pinal for all services arising out of this Agreement in accordance with **Exhibit "A"**.
- C. Gila acknowledges and agrees that Pinal will provide and perform medical examiner services according to applicable Arizona laws and regulations, Pinal County Policies and **Exhibit "A"**.

5. BILLING AND PAYMENT

Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **Exhibit "A"**.

6. SUPERVISION, EQUIPMENT AND MATERIALS

No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

Pinal shall have sole supervisory authority over Pinal personnel, operations, services, property, facilities and materials; and Gila shall have sole supervisory authority over Gila personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

7. RECORDS

The Parties acknowledge and agree that the Pinal shall provide Gila with the attendant records of Gila County Death investigations and that requests for such records shall be referred to Gila, to be administered by Gila. Notwithstanding this, Gila acknowledges and agrees that the Pinal shall administer records in Pinal's possession according to all attendant laws, regulations, rules and policies respectively applicable to Pinal records.

8. OPEN COMMUNICATIONS

Pinal and Gila shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Paragraph 11.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.

9. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

10. INDEMNIFICATION

- A. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including

reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

- B.** The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each applicable Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- C.** The obligations under this Section shall survive the termination of this Agreement.

11. MISCELLANEOUS

- A. Notices.** All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Gila:

Maryn Belling

Name

Finance Director

Title

Finance

Department

1400 E. Ash Street

Address

Globe, Arizona 85541

City, State, ZIP

If to Pinal:

Dr. John Hu, Chief Medical Examiner
Pinal County Medical Examiner's Office
P.O. Box 2728
Florence, Arizona 85132

- B. Authority to Execute.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
- C. Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- D. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth

herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- F. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).
- G. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- H. Non-assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- I. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- J. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- K. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- L. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- M. Compliance with Laws and Policies.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- N. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole

responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees

- O. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this contract as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website: http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf.

In the performance of this contract, neither party shall 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.

- P. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- Q. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- R. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- S. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- T. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material

shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch

V. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PINAL COUNTY:

By: _____
Chairman
Pinal County Board of Supervisors

Date

ATTEST:

Clerk of the Board

GILA COUNTY:

By: _____
Steve Christensen, Chairman
Gila County Board of Supervisors

Date

ATTEST:

Charlotte Asrarynezami, Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

PINAL COUNTY:

By: _____

Print Name
Deputy Pinal Attorney

GILA COUNTY:

By: _____

Print Name
Gila County Attorney's Office

Exhibit 'A'
Pinal County & Gila County – Medical Examiner Services I.G.A.

Pinal County Medical Examiner's Office
2025 Services Cost Schedule

The Parties agree that in exchange for Gila's annual payment of \$394,000 to Pinal, Pinal shall perform up to **250 (two hundred and fifty)** ME cases and/or death investigations within the applicable one-year contractual term. For any cases in excess of 250 during any one-year term of this Agreement shall be paid for by Gila at the "Per Case" rates provided below.

Per-Case Cost(s)¹

<u>Non-Jurisdictional Death Report</u>	<u>\$100.00</u>
<u>Issuance of Death Certificate only</u>	<u>\$147.00</u>
<u>External Examination²</u>	<u>\$1166.00</u>
<u>Standard Autopsy</u>	<u>\$2192.00</u>
<u>Extended Autopsy</u>	<u>\$3393.00³ -</u>
<u>Testimony</u>	<u>To Be Determined on a case-by-case basis⁴</u>

Billing, Invoicing, and Payment. Pinal agrees to send all bills and/or invoices for costs of services arising from this IGA to Gila, according to Section 11.A ("Notices") of the IGA. Bills and invoices for cases in excess of 250/year will be sent as they arise according to the operations of the PCMEO. Gila agrees to send payment in full, in the form, manner and tender deemed acceptable by Pinal, for each bill/invoice to Pinal within no more than 30 days after receipt of such bill/invoice.

NOTE: The above cost estimates are subject to change according to PCMEO's sole discretion.

¹ Per the agreement of the Parties, any and all cases reported to the PCMEO under this IGA will be billed at the Per-Case Cost(s) noted above. The type of case (I.E. External, Standard or Extended, Non-Jurisdictional) is determined solely by the PCMEO according to PCMEO's determination of the circumstances and needs of each particular case. Standard laboratory costs are included in the costs above. Special consultations (such as forensic anthropology or odontology) are not included in the costs above and may result in additional costs to be paid by the Community.

² Resulting from death investigation services, such as—initial response to call/scene; photographic, electronic, and/or written documentation of scene; interview necessary parties/witnesses; evidence collection; preliminary examination of decedent; preparation of decedent for transport; and transportation of decedent—and the costs thereof are included in External Examination as well as in Standard and Extended Autopsies.

³ This fee covers up to 10 pathologist hours and includes costs of ancillary testing (including but not limited to histology, special stains, toxicology tests) costs that do not exceed a total of \$200.00.

Pathologist time in excess of 10 hours, or any additional time spent in any subsequent legal proceedings (such as attorney interviews or travel to/from court, interviews and/or depositions), as necessitated in any specific case, will be assessed *in addition to* the above-mentioned fee at the rate of \$105.00 per hour. The cost of any testing, as necessitated in any specific case, in excess of \$200.00 will also be assessed in addition to the above-mentioned fee.

⁴ Travel expenses and travel time will also be assessed and billed to Gila.