

When recorded return to:
Clerk of the Pinal County Board of Supervisors
P.O. Box 827
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RADIO DISPATCHING SERVICES
BETWEEN PINAL COUNTY AND THE TOWN OF FLORENCE**

This Intergovernmental Agreement ("Agreement") between Pinal County ("**County**") and the Town of Florence ("**Florence**"), collectively "the Parties," is for the purpose of providing law enforcement radio communications dispatcher services by the County, through the Pinal County Sheriff's Office ("**PCSO**"), to the Florence Police Department ("**FPD**").

RECITALS

WHEREAS, the Parties are authorized by A.R.S. § 9-498 and A.R.S. § 11-952 to enter into this Agreement, and each Party is authorized by state law to provide law enforcement services within Florence's municipal boundaries; and

WHEREAS, it is economically advantageous to Florence to contract with the County for law enforcement dispatch services at this time; and

WHEREAS, the Parties desire to improve the quality, efficiency, and timeliness of law enforcement response communications to County residents served by Florence; and

WHEREAS, the County desires to provide Florence with direct access to PCSO's radio communications system for the express purpose of cooperation and coordination with neighboring law enforcement agencies; and

WHEREAS, PCSO and FPD have agreed upon the logistic and technical details contained in this Agreement and both recommend approval of this Agreement to the Pinal County Board of Supervisors and the Florence Town Council.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1. PURPOSE AND INTENT.** The purpose of this Intergovernmental Agreement is for the County, by and through PCSO dispatchers at PCSO's dispatching facility, to provide weekend law enforcement radio communications dispatch services to FPD on weekends from 0500 hours on Saturday to 0500 hours on Monday, and weekdays from 1700 hours to 0500 hours. The County, through PCSO, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a law enforcement dispatch center. PCSO is the primary Public Safety Answer Point ("PSAP") for all 9-1-1 calls within its geographic area of responsibility.
- 2. TERM.** The term of this Agreement shall be 90 days, beginning the 26th day of March, 2022. The Agreement shall automatically terminate on June 30, 2022, at the end of the 90 day period, unless otherwise agreed upon by the parties pursuant to the terms of this Agreement.
- 3. TERMINATION.** Either party may terminate this Agreement for any reason by providing written

notice thereof to the other party on or before 30 days from the end of the then-current term. In the event of termination of this Agreement, Florence shall be responsible for all costs associated with disconnecting and removal of all radio and telecommunication circuits which were installed in accordance with this Agreement and which are exclusive to Florence.

4. MUTUAL OBLIGATIONS.

A. Under this Agreement the COUNTY agrees to the following:

- i. Make automated dispatching using computer-aided dispatching capability available to FPD, including: location of events using cross streets, addresses, and map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene, and time last unit cleared from scene. Routine radio contact between FPD and PCSO will include tracking status and location of all designated units operated by FPD.
- ii. Provide FPD with initial dispatch communications on the PCSO primary channel 1. If FPD has emergency traffic or traffic that will interfere with communications on PCSO channel 1, PCSO dispatch will transfer FPD communications to PCSO channel 5.
- iii. Record all FPD radio transmissions (from PCSO channel 1 or PCSO channel 2) as received at PCSO's dispatch center, and all telephone transmission on emergency lines present in the PCSO dispatch center. PCSO will maintain all recordings for a period not to exceed 90 calendar days, after which such records shall be destroyed. If timely request by FPD, PCSO will provide recordings of the radio transmissions.
- iv. If requested by FPD, PCSO will provide summary listings to FPD of call data by month, quarter, or year as generated by the CAD system.
- v. Maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- vi. Provide equipment specifications and the frequency information needed to be programmed on their radios necessary to communicate to PCSO under this agreement.
- vii. Maintain the PCSO dispatch center and all on-premises PSAP and radio system equipment.

B. Under this Agreement FLORENCE agrees to the following:

- i. Pay a dispatch services and equipment usage fee of \$28.89 per call by monthly payments beginning with the first payment being made on the 15th day of April, 2022, and successive payments on the 15th day of May, the 15th day of June, and the 15th day of July throughout the duration of this Agreement. The County shall send the bill/ invoice to Florence no less than 3 days before the scheduled billing date pursuant to the Notice terms of this Agreement.
- ii. In addition to the aforementioned regularly-scheduled usage and equipment fees, the County shall bill/ invoice Florence for any additional costs incurred as a result of this Agreement. For such other costs, County shall send bill/invoice to Florence pursuant to the Notice terms of this Agreement and Florence shall pay the invoice no less than 30 days after receipt thereof.
- iii. Bills and invoices shall be deemed received by Florence on the post-marked date they are mailed.
- iv. Supply and maintain all equipment required for FPD to provide voice radio dispatching up to a demarcation point established as the connection to the PCSO dispatch center console interface patch panel.
- v. Pay for the installation and cost of any radio system equipment or telecommunications circuits beyond the demarcation point. which are added to PCSO dispatch console equipment in order to provide basic dispatch service.
- vi. Be responsible for their own subscriber units, both mobile and portable radios used by FPD.

- Radios must be compatible with the PCSO radio system and meet P25 standards.
- vii. Be responsible for the acquisition, programming and maintenance of FPD radios and FPD equipment.
 - viii. Work within the existing procedures used by PCSO for dispatching contained in PCSO's Communications Manual (and not use FPD's dispatching procedures). FPD's procedures and requirements for law enforcement dispatching shall be those set forth in PCSO's Communications Manual and thereafter shall be utilized for FPD dispatching.

5. SCOPE OF SERVICES. The County, through PCSO, agrees to provide dispatch services to Florence on weekends beginning at 0500 hours on Saturday until 0500 hours on the following Monday and for weekdays beginning at 1700 hours to 0500 hours for 90 days as agreed by the Parties.

6. SUPERVISION. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of PCSO. PCSO shall have full authority to manage all requirements under this Agreement, which include but are not limited to, determining equipment needs, personnel requirements/qualifications, budget obligations, response time, and reporting obligations necessary to carry out this Agreement. Regarding PCSO's authority to determine equipment needs under this Agreement, PCSO shall have unilateral authority to determine basic radio dispatch equipment needs. At all times throughout the duration of this Agreement, the County shall have sole supervisory authority over County personnel and FPD shall have sole supervisory authority over FPD personnel.

7. EQUIPMENT AND MATERIALS. Throughout the duration and after termination of this Agreement, County-owned equipment and materials shall remain the property of the County and likewise Florence-owned equipment and materials shall remain the property of FPD.

The Parties agree that PCSO may create an equipment replacement fund as a sub-line item in the PCSO budget to be exclusively used to offset any future radio/equipment replacement or upgrade necessary for PCSO to provide to FPD the services referenced in this Agreement. Such a fund will be partially funded from FPD payments for services provided under this Agreement and from similar Agreements that the County may execute with other municipalities or towns for like services.

8. ORIGINATING AGENCY IDENTIFIER. FPD agrees that FPD's Originating Agency Identifier ("ORI") with the National Crime Information Center will be replaced with the PCSO's ORI.

9. MISCELLANEOUS FEES. In the event that the County is charged a fee by any agency, department or bureau of the State of Arizona or of the United States that relates to services provided under this Agreement, said fee shall be paid pro rata by FPD. Thus, if 1% of the calls received by PCSO dispatch result in PCSO dispatch contacting FPD for a service call, then FPD will be responsible to pay 1% of any fee incurred by the County relating to PCSO's dispatch services.

10. MODIFICATIONS. For each succeeding term this Agreement is in effect, PCSO shall forward to FPD by August 1 any proposed cost changes of the next succeeding term's quarterly payments. Said cost changes shall be based on factors including, but not limited to, increased dispatch personnel wage/salary and employee related expenses. All such changes shall be incorporated into this Agreement via written addendum.

11. STANDARD OF SERVICES. PCSO shall provide communication services that comply with applicable industry standards for public safety communications.

12. FIRE DEPARTMENT EXCLUSION. This Agreement does not cover or include radio communications services for the Florence Fire Department.

13. INDEMNITY. 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 Agreement 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. In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

14. NOTICES. All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

If to Florence: Town Manager
P.O. Box 2670
Florence, Arizona 85132

If to the County: Matt Thomas
Chief Deputy
971 Jason Lopez Circ.
Bldg. C
Florence, Arizona 85132

15. MISCELLANEOUS.

A. 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.

B. WAIVER OF TERMS AND CONDITIONS: 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.

C. 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.

D. COMPLIANCE WITH CIVIL RIGHTS: 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.

E. WORKER’S COMPENSATION: 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.

F. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

G. 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.

H. 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.

I. NONASSIGNMENT. Neither Party shall assign its interest in this Agreement, either in whole or in part.

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. 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.


L. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each party agrees to bear its own costs of arbitration fee.

M. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION. The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona. If any applicable arbitration fails, all claims or actions arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

Town of Florence

Pinal County

By: 
Sign

By: _____
Sign

Tara Walter
Print Name
Mayor & Town Council Chairwoman


Print Name
Chairman, Pinal County Board of Supervisors

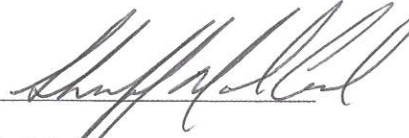
Date: April 18, 2020

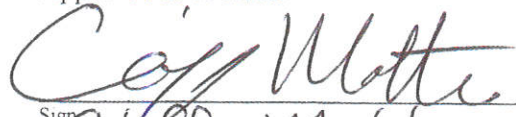
Date: _____

Attest: 
CLERK OF THE TOWN COUNCIL

Attest: _____
CLERK OF THE BOARD

Approved:
By: 
Bruce Walls
Chief of Police
Town of Florence Police Department

Approved:
By: 
Mark Lamb
Pinal County Sheriff
Pinal County Sheriff's Office

Approved as to form:

Sign
Cliff Mattice
Print Name
Town Attorney

Approved as to form:

Sign

Print Name
Deputy County Attorney