

When Recorded Return to  
Clerk of the Pinal County  
Board of Supervisors  
P.O. Box 827  
Florence, Arizona 85132

**FIFTH AMENDMENT TO AND RESTATEMENT OF THE INTERGOVERNMENTAL  
AGREEMENT FOR LAW ENFORCEMENT RADIO  
COMMUNICATIONS DISPATCHER SERVICES**

This FIFTH AMENDMENT (“Agreement”) is made and entered into this \_\_\_\_ day of August, 2012, between Pinal County, a political subdivision of the State of Arizona, (“County”) and the City of Maricopa, Arizona, an Arizona municipality, (“City”) for the purpose of providing law enforcement radio communications dispatcher services for the City of Maricopa Police Department.

**WHEREAS**, both 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 that portion of Pinal County known as the City of Maricopa; and

**WHEREAS**, the parties aforementioned currently are parties to an Intergovernmental Agreement, and four amendments thereto, concerning law enforcement radio communications dispatcher services for City by the County; and

**WHEREAS**, it is economically advantageous to the City to contract with the Pinal County Sheriff’s Office for law enforcement dispatch service at this time; and

**WHEREAS**, the Pinal County Sheriff and the Maricopa Police Chief have agreed upon the logistic and technical details of the terms of this Agreement and both recommend approval to the Pinal County Board of Supervisors and the City of Maricopa City Council.

**It is hereby agreed by and between the parties as follows:**

1. The purpose of this Agreement is to provide twenty-four hour law enforcement radio communications dispatch services to the City of Maricopa Police Department (“MPD”) by Pinal County Sheriff’s Office (“PCSO”) dispatchers operating from the Pinal County Sheriff’s Office facilities.
2. The term of this Agreement shall be for ninety (90) days, beginning July 1, 2012 and ending on September 30, 2012.
3. For the term of the Agreement, the City shall pay County up to \$190,618; an amount more fully detailed in Exhibit “A” and identified as the Cost Matrix, representing the cost of providing dispatch services. The costs include:
  - Communications Supervisor,

- The current wage/salary and employee related expense (“ERE”) for a PCSO 911 Operator, and two PCSO radio dispatchers per shift (for a total of twelve);
  - Overtime for Communication Supervisor and Dispatchers,
  - Administrative Costs for the PCSO Dispatch Manager;
  - Training,
  - Equipment
  - Repair and Maintenance
4. The parties agree that PCSO will no longer be handling misdemeanor warrants generated by MPD. As a result, PCSO will no longer be responsible for all associated ACJIS entries, validations and clearances for MPD misdemeanor warrants. MPD agrees to maintain their ORI connection to the CAD System in the PCSO Communications Center.
  5. The PCSO shall bill for overtime paid to dispatchers at the end of the term. The amount of overtime shall be reimbursed by the City of Maricopa within thirty (30) days of receiving the bill.
  6. The City of Maricopa shall pay the contracted amount in one installment, no later than the 20th day of the month following the end of the term.
  7. PCSO shall provide communication services that comply with the CALEA standards set forth in Exhibit B.
  8. All equipment used by PCSO in the performance of this Agreement shall be the property of PCSO unless specifically purchased by the City. All dispatch personnel employed in the performance of this Agreement are employees of PCSO.
  9. Each party shall be solely responsible and liable for claims, demands or judgments resulting from personal injury to any person or damage to any property arising from the negligent performance, intentional act or omission of its own employees or employees of the other party acting under its direction and control. Each party shall have the right of contribution against the other parties with respect to any claims or judgments should both parties under this Agreement be found liable. In the event that any claim is made against both parties for acts or omissions of both parties, 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.
  10. The terms of this Agreement shall be construed in accordance with laws of the State of Arizona. Any claim or action thereon shall be brought in the Pinal County Superior Court in Florence, Arizona.
  11. Any notice to be given by this Agreement shall be given in writing by hand delivering or mailing the notice to the other party’s official place of doing business, and/or regular mailing address.

12. This document contains the entire Agreement of the parties and cannot be changed orally. Any change or modifications of this Agreement must be in the form of a written amendment to this Agreement signed by both parties.
13. 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.
14. This Agreement shall become effective after execution by both parties on the date filed with the Pinal County recorder.

**IN WITNESS WHEREOF**, the parties executed this FOURTH AMENDMENT the day and year first written above.

City of Maricopa, a municipal corporation of  
the State of Arizona

Pinal County, a political subdivision of the  
State of Arizona

By: \_\_\_\_\_  
Christian Price, Mayor

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

\_\_\_\_\_  
Joe Albo, Deputy County Attorney