

MEMORANDUM OF UNDERSTANDING
between
PINAL COUNTY
and
THE CITY OF MARICOPA
for
9-1-1 BILL PAYMENT PROCEDURE

This Memorandum of Understanding (“**MOU**”) dated this ____ day of May, 2024, is made by and between Pinal County, a political subdivision of the State of Arizona, by and through the Pinal County Sheriff’s Office (“**PCSO**”) and City of Maricopa, a municipal corporation, by and through the Maricopa Police Department (“**Local Agency**”) for administering the 9-1-1 System Services billing and payment process. PCSO and Local Agency are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Arizona State 9-1-1 System Services billing and payment process necessitates that Counties perform certain 9-1-1 System communication/telephone bill-payment administrative functions for local entities; and

WHEREAS, PCSO has been designated as the administrator to perform the aforementioned 9-1-1 System communication/telephone bill-payment administrative functions for local entities; and

WHEREAS, the Maricopa Police Department is a local agency for which PCSO will perform certain local 9-1-1 System administrative functions more fully described hereinafter; and

WHEREAS, the Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary to effectuate the new bill-payment process and ensure smooth operations; and

WHEREAS, the Parties are authorized to perform the functions and activities provided in this MOU.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants hereinafter set forth, agree as follows:

1. PURPOSE. The purpose of this MOU is for PCSO to provide certain administrative support services to Local Agency pursuant to the 9-1-1 telephone bill payment practices, policies, procedures and/or guidelines provided by the Arizona State 9-1-1 Office.

2. MUTUAL OBLIGATIONS

A. Local Agency agrees to:

i. At PCSO’s request, promptly provide any and all other bill-related documents and information to PCSO.

B. PCSO agrees to:

i. Review each 9-1-1 telephone bill provided by Century Link, and AT&T for each Local Agency.

ii. Provide the Arizona State 9-1-1 Office with the necessary bill information;

- iii. Receive the bill-payment funds from the State Office and pay the respective 9-1-1 telephone bill; and
 - iv. At Local Agency's request, timely provide bill-payment documentation to Local Agency.
 - C. At PCSO's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by the Arizona State 9-1-1 Office. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOU.
 - D. Local Agency acknowledges and agrees that PCSO makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state-fund disbursements.
 - E. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this MOU.
 - F. PCSO and Local Agency shall maintain open communications to ensure the agreed upon procedure is maintained throughout the term of this MOU. Parties shall maintain open communication regarding scheduling and service needs.
3. **EFFECTIVE DATE AND DURATION.** This MOU shall become effective on the _____ day of _____, 2024 and shall remain in effect for five (5) years, unless either Party provides sixty (60) days advance written notice of termination to the other Party as set forth in Section 4 below. Either Party to this MOU may request a renewal of this MOU, for additional five (5) year terms by the execution of a mutually agreed upon and signed Amendment to this MOU.
4. **TERMINATION.** To the extent permitted by law, either party may cancel this MOU at any time, with or without cause, upon sixty (60) days prior written notice to the other party. In the event of termination or cancellation of this MOU, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.
5. **SUPERVISION.** PCSO shall have sole supervisory authority over PCSO personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.
6. **INDEMNIFICATION AND JOINT DEFENSE.** 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 MOU 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 governmental parties to this MOU that are the subject of the Claim or Claims shall, in the absence of a conflict, expeditiously meet to agree upon a common and mutual defense pursuant to the subsection below, including proportionate payment of litigation fees and expenses.
- 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, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. For the purposes of selecting a lawyer under these circumstances, the Parties shall consult with the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**").
- The obligations under this section shall survive the termination of this MOU.

7. GENERAL

- A. Notice. Any notice, consent or other communication ("Notice") required or permitted under this MOU shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agency: Dispatch Manager
City of Maricopa Police Department
17985 N Greythorn Dr.
Maricopa, AZ 85138

If to PCSO: 911 Administrator
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five (5) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

- B. Amendment. This MOU may be amended only by a written document executed by a duly authorized representative of both Parties.
- C. Third Parties. This MOU is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this MOU. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this MOU or of any duty, obligation, or undertaking established under this MOU.
- D. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOU.
- E. Conflict of Interest. The Parties understand and acknowledge the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.
- F. Dispute Resolution. If a complaint, dispute or controversy arises out of or relates to this MOU, 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 MOU shall be brought in the Pinal County Superior Court in Florence, Arizona.
- G. Waiver. The waiver by any Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this MOU.

- H. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this MOU (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.
- I. Assignment.** The Local Agency may not assign its rights or obligations under this MOU without the prior written consent of the County, which consent may be granted or denied at the County’s sole and absolute discretion.
- J. Entire MOU.** This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, 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 MOU shall be valid unless made in writing and signed by the Parties.
- K. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this MOU or any provision thereof shall be instituted only in the courts of Pinal County, Arizona.
- L. Severability.** If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- M. Headings.** Section headings are inserted in this MOU solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this MOU.
- N. Counterparts.** This MOU 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.
- O. Other Duties Imposed by Law.** Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- P. 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.
- Q. Recitals Incorporated.** The Parties acknowledge that the Recitals to this MOU are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOU as if fully set forth therein without difference or distinction.
- R. Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU 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.

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 MOU. This MOU shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOU 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 MOU confers any right to any person or entity not a party to this MOU.

- S. Supervision. 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 MOU. 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 MOU, and each Party agrees to hold the other Party harmless from any liability thereof.
- T. E-Verify Laws. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the other Party. The County retains the legal right to randomly inspect the papers and records of any Town employee who works under this MOU to ensure compliance with the above-mentioned laws.
- U. Workers 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.
- V. Arbitration. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOU by arbitration.

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

CITY OF MARICOPA,
an Arizona municipal corporation

Pinal County

By: _____
Nancy Smith, Mayor

By: _____
Mark Lamb
Pinal County Sheriff

Date: _____

Date: _____

ATTEST:

By: _____
Vanessa Bueras, MMC
City Clerk

Approved as to form:

By: _____
Denis M. Fitzgibbons
City Attorney

Approved as to form:

Deputy County Attorney

Date: _____

Date: _____