

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MARICOPA AND THE TOWN OF BUCKEYE
FOR LAW ENFORCEMENT DISPATCH SERVICES**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First Amendment”) is made and entered into by and between the City of Buckeye, an Arizona municipal corporation (“Buckeye”) and the City of Maricopa, Arizona, an Arizona municipal corporation (“Maricopa”) for the purpose of providing law enforcement dispatch services for the Maricopa Police Department.

RECITALS

A. In June 2012, Buckeye and Maricopa approved the Intergovernmental Agreement for the Buckeye Police Department Public Safety Communications Center (the “Center”) to provide 24-hour law enforcement dispatch services to the Maricopa Police Department within the incorporated limits of Maricopa (the “Dispatch Services”) and to provide the Maricopa Police Department with entry, validations, and clearances of information for the National Crime Information Center and Arizona Criminal Justice Information System when requested (the “Crime Information Services”), as more particularly set forth therein (the “Agreement”).

B. The Agreement terminates on June 30, 2015 unless renewed by Buckeye and Maricopa.

C. Maricopa is in the process of constructing a Communications facility and has requested the Agreement be extended until construction is complete.

D. The parties now desire to amend the Agreement to extend the term and amend the compensation due for the Dispatch Services.

AGREEMENT

Therefore, the parties specifically agree to amend the Agreement approved in June 2012 as follows:

1. Paragraph 2, Term of Agreement, shall be deleted in its entirety and replaced with the following:

This First Amendment shall become effective on July 1, 2015 and shall automatically renew each month thereafter until terminated pursuant to the terms and conditions of this First Amendment.

2. Paragraph 4, Compensation, and Paragraph 4.1, Changes in Compensation, shall be deleted in their entirety and replaced with the following:

Maricopa shall pay Buckeye a flat fee of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00) each month to provide the Dispatch Services and Crime Information Services as more specifically set forth in the Agreement. Maricopa shall make payment to Buckeye on or before the 20th day of the month following the last day of the previous month during which Dispatch Services and Crime Information Services were provided. The first payment shall be due on or before August 20, 2015.

3. Paragraph 5, Payments, Paragraph 6, Budget, and Paragraph 7, Equipment, shall be deleted in their entirety.

4. Paragraph 10, Termination, shall be deleted in its entirety and replaced with the following:

Any other provision to the contrary notwithstanding, the Agreement and this First Amendment may be terminated by either party by giving the other party sixty (60) days' written notice of its intent to terminate.

5. Paragraph 14.1, Notice, shall be amended as follows:

If to Maricopa: City of Maricopa
 39700 W Civic Center Plaza
 Maricopa, Arizona 85138
 Attn: Gregory Rose, City Manager

6. Exhibit A, the Fee Proposal, and Exhibit B, Amended Fee Proposal, and all references thereto, shall be deleted in their entirety.

7. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written.

“Maricopa”

“Buckeye”

CITY OF MARICOPA, an Arizona
municipal corporation

CITY OF BUCKEYE, an Arizona
municipal corporation

Christian Price, Mayor

Jackie A. Meck, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Vanessa Bueras, City Clerk

Lucinda Aja, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Denis M. Fitzgibbons, City Attorney

Scott W. Ruby, City Attorney