

LAW ENFORCEMENT COMMUNICATIONS AGREEMENT

THIS AGREEMENT is entered into by and between the Cochise County, a body politic (hereinafter "County") and the City of Tombstone on behalf of the Tombstone Marshall's Office, a municipal corporation (hereinafter "City"). This Agreement contains all the terms and conditions agreed to between the parties. All rights and obligations of the parties shall be governed by the terms of this document. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

RECITALS

WHEREAS, pursuant to A.R.S. § 11-441, the County Sheriff is granted broad responsibilities with respect to law enforcement; and

WHEREAS, pursuant to those responsibilities the Cochise County Sheriff maintains a communications facility for the purpose of receiving requests for assistance and dispatching law enforcement with respect to said requests; and

WHEREAS, the City does not qualify for designation as a Public Safety Answer Point (PSAP); and

WHEREAS, the City desires to utilize the Cochise County Sheriff's Communications facility to receive requests for assistance and to dispatch law enforcement in response to said requests; and

WHEREAS, the County has determined that the responsibilities of the Cochise County Sheriff, pursuant to A.R.S. § 11-441, can be more effectively discharged if the Sheriff's Communications facilities are utilized by the City as requested; and

WHEREAS, pursuant to A.R.S. § 11-952, two or more public agencies may contact for services or jointly exercise any powers, to the contracting parties and may enter in agreements with one another for joint or cooperative action,

NOW, THEREFORE, the parties agree as follows:

A. DUTIES OF THE PARTIES

1. DUTIES OF THE COUNTY:

- a. The County agrees to receive requests for emergency assistance of the Tombstone Marshals Office personnel as pre-agreed upon designated hours.
- b. The County agrees to receive non-emergency requests for assistance of the Tombstone Marshal's Office, and to dispatch Marshal's Office personnel in response to such requests during the time periods described herein as follows:
 - 1. Weekdays from 1600 until 0800 the following morning
 - 2. Weekends from 1600 Friday until 0800 on Monday
 - 3. Holidays from 0800 until 0800 the following business day.
- c. The County will provide Arizona Criminal Justice Information System (ACJIS) computer coverage during the time period specified in Paragraph 1, b1 through b3, and on an as needed basis in exceptional circumstances with prior notification.
- d. The County will be responsible for "hit" confirmations during the time period specified in Paragraph 1, b1 through b3, and on an as needed basis in exceptional circumstances with prior notification.

2. DUTIES OF THE CITY:

- a. The City agrees to provide all necessary information in a timely manner for the ACJIS computer system.
- b. The City agrees to provide at least ten (10) days written notice to provide for dispatching services during anticipated absences of personnel.
- c. The City agrees to schedule personnel so as to not require the County's' services beyond stated hours in Paragraph 1, b1 through b3.

B. PAYMENT OF FEES

- 1. The County will not receive payments from the City for dispatching services up to and including the date of June 30, 2014.

2. Thereafter, the City agrees to pay the County, a sum to be determined based on the call volume in the initial five month time period.
3. Said payment will be due and payable within ten (10) days of the billing statement date.

C. TERM OF AGREEMENT

This Agreement shall become effective when filed with the County Recorder pursuant to A.R.S. § 11-952 (F) and shall continue to and include June 30, 2014.

D. INDEMINIFICATION

The City agrees to indemnify, defend and hold harmless the County from claims or damages of any kind whatsoever arising or in any manner occasioned by the negligence of the County occurring in the performance of this Agreement.

E. AGREEMENT

The terms, conditions, or fees cited in this Agreement may be amended by either party. A party seeking to amend this Agreement shall provide written notice, in the form of a Letter of Amendment. A Letter of Amendment is not deemed effective until approved by both parties.

F. TERMINATION

This Agreement may be terminated by either party. A party seeking to terminate shall provide written notice of said termination to the other party no less than thirty (30) days prior to the effective date of said termination.

Pursuant to A.R.S. § 38-511, the provision of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its department or agencies if any person significantly involved in initiating, negotiation, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time, while the contract of any extension of the contract is in effect, and employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

IN WITNESS THEREOF, the County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and the Sheriff of Cochise County and the City has caused this Agreement to be executed by the Mayor and the Tombstone Marshal.

Date

4-8-2014

Date

Date

Date

Date

Date

Ann English

Chairman of Board of Supervisors

Stephen Schmidt

Mayor, City of Tombstone

Sheriff Mark J Dannels

Cochise County Sheriff's Office

Marshal Jeff Mitchell

Tombstone Marshal's Office

Terry Bannon

Deputy County Attorney

Cochise County Attorney's Office

Randal Bays

Tombstone City Attorney