



Office of the Sheriff Cochise County

Mark Dannels
Sheriff

Thad Smith
Chief Deputy

Intergovernmental Agreement

Between

Cochise County

and

Chiricahua Trails Fire Department

For

Providing Radio/Voice toning for Emergency Responses

1. Purpose:

The purpose of this Intergovernmental Agreement ("IGA") is to set forth the terms and mutual understandings between the Cochise County Sheriff's Office and the Chiricahua Trails Volunteer Fire Department regarding the management and responsibility of notification through radio and/or telephone contact for emergency situations. This IGA provides a documented understanding between Cochise County and the Chiricahua Trails Volunteer Fire Department of the mutual rights and responsibilities of each entity. The Parties hereby agree and understand that the Radio/Voice toning or paging is not a dispatch system. It is a Radio/Voice toning or paging system which involves a Communications Officer to initiate an individual tone using CMA2 as the frequency and broadcast necessary information to the appropriate Fire Agency. This information is relayed as a result of emergency calls for service such as fires and/or accidents that are reported to the Cochise County Sheriff's Office via 9-1-1 or other telephonic or radio communication means.

2. Authority:

The Cochise County Sheriff's Office and the Chiricahua Trails Volunteer Fire Department have authority to enter into this IGA pursuant to Arizona Revised Statutes 11-952.

3. Responsibilities:

4.

A. The Cochise County Sheriff's Office:

- i. Will ensure that all calls for service are documented appropriately within the Spillman system and such information will be relayed via Radio tones and/or telephone contact to the Chiricahua Trails Volunteer Fire Department.
- ii. Will acknowledge any units who reply to the call for service and document into the call for service.
- iii. Will ensure that radio communications and communications systems are functioning correctly from the Sheriff's Office utilizing the appropriate frequency.
- iv. Will abide by all Federal and State laws and Sheriff's Office policies and procedures and ensure all others listed in this IGA will adhere to them as well.

B. The Chiricahua Trails Volunteer Fire Department

- i. Will ensure that calls for service are acknowledged in a timely manner utilizing the appropriate radio frequency.
- ii. Will notify the Cochise County Sheriff's Office if there are no units available to respond which will be documented on the call for service and attempts for alternative resources will be undertaken by the Sheriff's Office.
- iii. Will hire, either in a volunteer or paid status, personnel to assume the role of Communications Officer within their organization to document radio traffic and make additional requests for resources through that person.
- iv. Will ensure that there is no false expectation of the Cochise County Sheriff's Office providing full Communications Officer (Dispatching) services with a modification to this Agreement with fee options outlined.
- v. Will ensure that any/all communications equipment or device is purchased and maintained separate apart from any Cochise County Sheriff's Office equipment, with all costs being borne by the Chiricahua Trails Volunteer Fire Department.
- vi. Will maintain a Volunteer Fire Department status without becoming a "for profit" entity, a fact which would impact this Agreement.

- vii. Will abide by all Federal and State laws and Sheriff's Office policies and procedures and ensure all others listed in this IGA will adhere to them as well.

5. Term:

This IGA shall become effective when signed by all parties. The term of this IGA shall be for one (1) year and shall be automatically renewed for four (4) successive one (1) year periods unless a party notifies the other party in writing, to the address listed below, of its intent not to renew the IGA for the upcoming year. Such notice must be made not later than thirty (30) days before the automatic renewal date.

6. Termination:

This IGA may be terminated for any reason by any party upon sixty (60) days written notice by either party or by mutual agreement of the parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. Provided, however, that in the event that the Cochise County Sheriff's Office reasonably believes that the security of the system is endangered by any of the arrangements under this IGA which cannot be remedied in a timely manner, in its sole discretion the Cochise County Sheriff's Office may terminate this IGA immediately upon notice to the Chiricahua Trails Volunteer Fire Department.

7. Cancellation for Conflict of Interest:

This IGA may be cancelled pursuant to Arizona Revised Statutes 38-511, the pertinent provisions of which are fully incorporated herein by reference.

8. Compliance with Non-Discrimination Laws:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act and the State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, or national origin shall have equal access to employment opportunities.

9. Audit and Records:

Both parties agree to retain all accounts, reports, files, and other records relating to this Agreement for five (5) years after termination of this Agreement and to open such records for reasonable inspection and audit by the other party during that period.

10. Notice:

All notices or other correspondence between the parties required or permitted to be given hereunder shall be delivered to the persons listed herein and shall be deemed delivered (a) when actually received by said person(s) or (b) five (5)

business days after deposit in the U.S. Mail, postage pre-paid, or email date/time stamped, whichever date is sooner.

Cochise County Sheriff's Office
Attn: Commander Mark Genz
205 N Judd Drive
Bisbee, Az 85603

Chiricahua Trails Volunteer Fire Department
Attn; Chief Al Levine

11. General Provisions:

- A. The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.
- B. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties.
- C. Should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.
- D. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- E. The headings used in this IGA are for convenience only and are not a substantive part of this IGA..
- F. Neither party may assign a duty or responsibility under this IGA without prior written consent of the other party.

12. Indemnification:

To the fullest extent permitted by law, the Chiricahua Trails Volunteer Fire Department shall defend, indemnify and hold harmless the Cochise County Sheriff's Office, its volunteers or paid personnel from and against all tortuous claims, damages, losses and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to , arising out of, or alleged to have resulted from the sole tortuous acts, errors, mistakes, or omissions of the Chiricahua Trails Volunteer Fire Department, it's agents, officials, officers, and employees in its performance, work or service under this IGA.

Dated

11-04-14

Dated

9-24-14

Dated

11/7/14

Dated

Chairman of the Board of Supervisors



Sheriff Mark J. Dannels



Chief Al Levine



County Attorney Civil Deputy

