

**RESOLUTION 2015-43**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, TERMINATING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE MARICOPA COUNTY SHERIFF'S OFFICE SPACE.

**WHEREAS**, the Mayor and Council of the Town of Fountain Hills, Arizona (the "Town Council") on May 2, 1996, approved the intergovernmental agreement with the Maricopa County Board of Supervisors (the "BOS") for the Maricopa County Sheriff's Office space located at 16836 E. Palisades (the "IGA") as recorded in the Maricopa County Recorder's Office as Document No. 96-0466113, attached hereto as Exhibit A and incorporated herein by reference;

**WHEREAS**, the Town and the Maricopa County Sheriff's Office no longer occupy this space, and the Town and the BOS now desire to terminate the IGA.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The IGA is hereby terminated according to Section VII thereof.

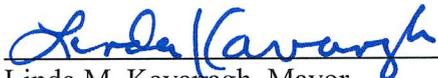
SECTION 3. The Town Manager or authorized designee is hereby authorized and directed to cause this Resolution to be recorded in the Maricopa County Recorder's Office.

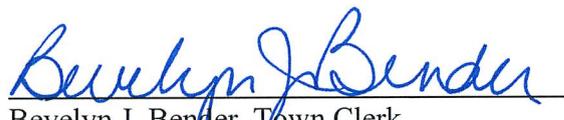
SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, September 3, 2015.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

  
Linda M. Kavanagh, Mayor

  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
Grady E. Miller, Town Manager

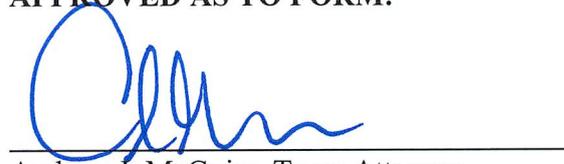
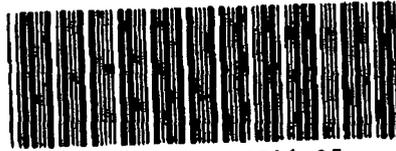
  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2015-43

[IGA]

See following pages.

Hold For Pick Up  
Clerk of the Board's Office



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
96-0466113 07/01/96 03:59  
TOWN 10 OF 28

*Intergovernmental Agreement*  
*Between*  
**CAPTION HEADING:** *The Town of Fountain Hills and*  
*Maricopa County Board of Supervisors*  
*for*  
*The Maricopa County Sheriff's Office*  
**DO NOT REMOVE** *C 50-97-002-2*

**This is part of the official document**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
THE MARICOPA COUNTY BOARD OF SUPERVISORS  
FOR  
THE MARICOPA COUNTY SHERIFF'S OFFICE**

*C. 50.97-002.2*

**THIS AGREEMENT**, entered into between the Town of Fountain Hills, hereinafter referred to as "TOWN," and Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as "COUNTY," concerning use of space within the Court/Council Chambers/Law Enforcement Building located at 16836 E. Palisades (Building B) in Fountain Hills.

**I. PURPOSE**

That the purpose of this agreement is to provide to COUNTY office space and use of common areas by MCSO within the Fountain Hills Town Marshal's Department.

**II. AUTHORITY**

That the TOWN is authorized to enter into this agreement in accordance with A.R.S. §11-952. COUNTY is authorized to enter into this agreement pursuant to A.R.S. §11-952.

**III. DURATION**

*OK  
C.B.S. 2-1-96*  
That this agreement shall commence upon execution and remain in effect until June 30, 1996 and is automatically (renewed) each fiscal year thereafter unless cancelled per Section VII. The fiscal year shall begin on July 1st.

**IV. DUTIES OF MCSO**

That COUNTY agree to reimburse TOWN for tenant improvements made per MCSO specifications to the allocated office space in the amount of \$5,000. COUNTY will pay for their own telephone service. COUNTY will pay for rent, utilities, and custodial services at the time of occupancy as outlined herein. Rent will be due on the first of every month. Reimbursement to TOWN for utilities and custodial services will be due upon billing receipt.

**V. DUTIES OF TOWN**

That TOWN agree to provide to COUNTY the use of office space totalling 1,139 square feet (see Exhibit "A") and associated joint use law enforcement spaces (36% of law enforcement portion of building, 769 square feet) at \$6.95 per square foot (\$1,148, including tax, per month) until November 1, 1996. On November 1, 1996, all leases will incur the annual 4% increase in rent, (and annually thereafter.) TOWN agrees to provide and proportionately charge COUNTY for actual cost of utilities and custodial services. Grounds maintenance, water and trash removal are included in the rental cost. OK  
CBH  
5-21-96

**VI. LIABILITY**

Each party shall indemnify and hold harmless the other party for suits, actions and claims arising out of this contract which are attributable to any act or omission by each party's employees or agents. The employees of each agency shall remain employees of that agency and shall not be considered employees or agents of the other agency.

**VII. TERMINATION**

The agreement may be terminated by either party on 90 days written notice, or for non appropriation of funding. This agreement may also be canceled for conflicts of interest pursuant to A.R.S. 38-511. All notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the party to receive such notice as follows:

**IF TOWN TO :**  
Town of Fountain Hills  
Post Office Box 17958  
Fountain Hills, AZ 85269

**IF COUNTY TO:**  
Maricopa County Sheriff's Office  
102 West Madison Street  
Phoenix, AZ 85003

960466113

**VIII. EFFECTIVE**

That this agreement shall become effective after execution by both parties on the date filed with the Maricopa County Recorder.

LESSOR:

TOWN OF FOUNTAIN HILLS

*John A. Galt* 5-6-96  
Mayor, Town of Fountain Hills Date

LESSEE:

MARICOPA COUNTY BOARD OF SUPERVISORS

*Estwing* JUN 19 1996  
Chairman, Board of Supervisors Date

ATTEST:

*Cassie B. Hansen* 5-2-96  
Town Clerk, Town of Fountain Hills Date

ATTEST:

*Jack DeCamp* JUN 19 1996  
Clerk of the Board Date

APPROVED AS TO FORM:

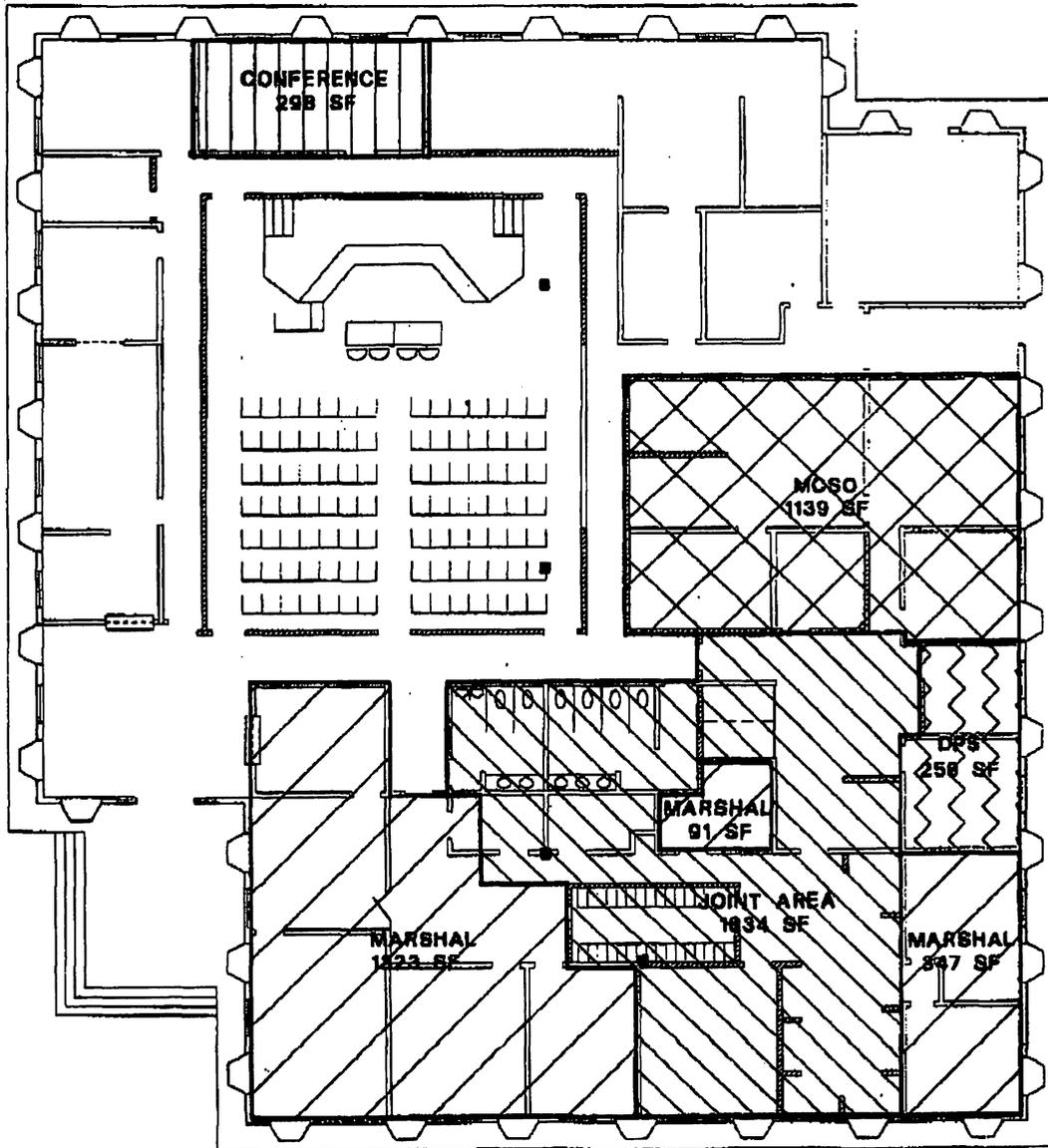
*William P. Fennell* 5-2-96  
Town Attorney Date

APPROVED AS TO FORM:

*John Mastey* 5-28-96  
Deputy County Attorney Date

960466113

EXHIBIT "A"





**Maricopa County**  
Facilities Management Department

**Dennis Lindsey**

Real Estate Division  
2801 West Durango  
Phoenix, AZ 85009  
Phone: 602.506-1421

September 9, 2015

via Certified Mail  
7006 2150 0005 4509 9065

Town of Fountain Hills  
Attn: **Grady Miller, Town Manager**  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268

**RE: Fountain Hills Resolution 2015-43, Termination of IGA G-30102 dated  
June 19, 1996, C-50-97-002-2-00, C-50-16-011-M-00**

Dear Mr. Miller:

On September 9, 2015 the Maricopa County Board of Supervisors approved Board Agenda Item C-50-16-011-M-00 authorizing the acceptance of termination of the subject IGA in the interest of both the County and Town. The last day of the IGA term will be December 3, 2015.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Lindsey", with a long, sweeping flourish extending to the right.

Dennis Lindsey  
Deputy Chief Real Estate Officer

cc: Ian Thompson, Maricopa County Sheriff's Office  
Betsy Pregulman, Esq., Deputy County Attorney  
Darryl King, Real Estate Services